VILLAGE OF PALMETTO BAY

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

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

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

AGENDA
REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 5, 2024 – 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. Recognition of the 2023 State of the Village Sponsors (Nicklaus Children's Hospital, Palmer Trinity School, Police Benevolent Association, and The Collection)

   B. Recognition of 2024 Teacher of the Year (TOY): Coral Reef Elementary School (Catherine Silva), Howard Drive Elementary School (Kelly Cabrera), Miami Palmetto

Senior High School (John Hayduk), Palmetto Middle School (Jan Hopta), Southwood Middle School (Kathleen Harding)

C. Recognition of 2024 Rookie Teacher of the Year (RTOY): Coral Reef Elementary School (Lindsay Palavecino), Miami Palmetto Senior High School (Nicolas Quintairos), Palmetto Middle School (Alexander Blanco), Southwood Middle School (Ariana Urena)

D. Recognition of Howard Drive Elementary School Cheer Team: Kendall Bethel, Kaley Betz, Leila Cajuste, Kelsie Chicvara, Serrina Cruz, Cora Edwards, Avery Ewald, Sienna Figueroa, Kate Howett, Lucia Mcneill, Lola Patterson, Sophia Perez-Castano, Samara Ponsnavarro, Valentina Ramirez, Olivia Ramos, Angelika Reynoso, Arianna Reynoso, Eden Sanchez, Valentina Valle-Rodriguez, Katherine Wallis

E. Recognition of Education Advisory Committee Member and Volunteer, Harry Nerenberg

3. APPROVAL OF MINUTES

A. Regular Council Meeting (January 8, 2024)

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

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Update: Calendar for the month of February 2024

8. BOARD AND COMMITTEE REPORTS

A. Notice: Member Solicitation (Art-in-Public Places Advisory Board)

B. Notice: Member Solicitation (Education Advisory Committee)

C. Education Advisory Committee Meeting (November 7, 2023)

D. Education Advisory Committee Meeting (November 28, 2023)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ESTABLISHMENT OF THE BUDGET AND FINANCE ADVISORY COMMITTEE; AMENDING DIVISION III "ADVISORY BOARDS OR COMMITTEES" OF THE PALMETTO BAY MUNICIPAL CODE, SECTION 2-56 "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES DEFINED"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO, FLORIDA, AUTHORIZING THE VILLAGE TO EXECUTE AN AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY INC., TO PROVIDE FUNDING TO FIRST GENERATION COLLEGE SCHOLARSHIPS FOR PALMETTO BAY RESIDENTS AS PART OF THE STATE OF FLORIDA'S 2:1 MATCHING GRANT, WITH THE TOTAL AMOUNT OF FUNDING FROM VILLAGE NOT TO EXCEED FIFTEEN THOUSAND DOLLARS ($15,000) FOR SCHOOL YEAR 2023-24; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENTS IN CONNECTION WITH THE PROGRAM; AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Continued from Regular Council Meeting - January 8, 2024)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO. 33-5033-000-0040 AND NO. 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF ALL VILLAGE REQUIREMENTS TO A EXTENDED PERIOD ENDING OCTOBER 31, 2026 AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE 2024 DOLPHINS CHALLENGE CANCER (DCC) DIRECTLY SUPPORTING GROUND-BREAKING RESEARCH AT SYLVESTER COMPREHENSIVE CANCER CENTER; SUPPORTING VILLAGE EMPLOYEE YVONNE PICADO TO REPRESENT THE VILLAGE OF PALMETTO BAY IN THE 39-MILE BICYCLING CHALLENGE TO BENEFIT THE CAUSE IN AN

AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY; PROCLAIMING "DOG GAMES AT DOG PARK" AND PROVIDING ACTIVITIES FOR DOGS AND RESIDENTS AT A SPECIAL EVENT AT PERRINE WAYSIDE DOG PARK DURING THE SPRING SEASON, 2024; 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, RELATING TO RESILIENCY; ADOPTING THE COMMUNITY RATING SYSTEM NATURAL FLOODPLAIN FUNCTIONS PLAN (NFP) ATTACHED AS EXHIBIT "A" AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; APPROVING THE RENOVATION OF LUDOVICI PARK'S BUTTERFLY GARDEN IN PARTNERSHIP WITH PALMETTO BAY GARDEN CLUB, INC. FOR THE ENRICHMENT OF COMMUNITY SPACES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE DESIGN BUILD SERVICES AND CONSTRUCTION OF A MULTI-PURPOSE RECREATIONAL FACILITY AT CORAL REEF PARK; APPROVING THE SELECTION OF KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE OWNER REPRESENTATIVE SERVICES, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2023-12-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($148,175.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Community and Economic Development Director, Heidi Siegel and Procurement Specialist, Alessia Bencomo)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO ITB# 2023-11-002 CONTRACT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO APPROVE THE AMOUNT BUDGETED IN FISCAL YEAR 2023-2024 IN THE AMOUNT NOT TO EXCEED ONE HUNDERD TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, WHEREIN THE VILLAGE COUNCIL DIRECTS THE MAYOR TO

MOVE COUNCILMEMBER MARSHA MATSON'S SEAT ON THE DAIS ONE CHAIR AWAY FROM COUNCILPERSON STEVE CODY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING MIAMI DADE COUNTY'S FULL APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S CLIMATE RESILIENCE REGIONAL CHALLENGE, SEEK TO COLLABORATE WITH MIAMI-DADE COUNTY UPON THE COUNTY'S ACCEPTANCE IN THE CLIMATE RESILIENCE REGIONAL CHALLENGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration, Prepared by Community and Economic Development Director Heidi Siegel)*

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND THE AMOUNT OF FOURTEEN THOUSAND ($14,000) DOLLARS TO PURCHASE LAND FOR A VILLAGE POCKET PARK AND TO COORDINATE WITH THE COUNTY FOR THE PURCHASE IN ACCORDANCNE WITH COUNTY IMPLEMENTING ORDER 8-4; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

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

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

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person

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

AMERICAN DISABBILITIES ACT OF 1990

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

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (January 8, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
2024-01-08 Regular-Minutes-FINAL
Exhibit A-Public Comments Submitted

MINUTES
REGULAR COUNCIL MEETING
MONDAY, JANUARY 8, 2024 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS BEGAN AT 6:30 PM)

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

The Mayor and Village Council led the following recognitions at 6:30 p.m., prior to the Regular Council Meeting.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Recognition of Martin Luther King, Jr., Day (Edward Hanna, West Perrine Community Development Corporation)
B. Presentation on Sleep Safely Program Bedrails by Councilmember Marsha Matson

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

The Regular Council Meeting was called to order at 7:21 p.m.

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

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

The invocation was led by Councilmember Patrick Fiore.

The pledge of allegiance was led by the members of the Youth Community Involvement Task Force.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (December 4, 2023)

Vice Mayor Leanne Tellam made a **motion** to amend the minutes. Councilmember Patrick Fiore **seconded** the motion.

Vice Mayor Leanne Tellam reported that she provided the Village Clerk with minor edits detailing as "scrivener's errors":

- Page 8, line 46 – she not he for the Major's report
- Page 11, line 39 – Vision Zero should be capitalized, as it is a MDC program
- Page 5, Line 49 – revised as, Director Siegel responded that general welfare signs of a personal nature are not limited; however, political signs are limited to 90-120 days

The question was called in favor of the amendments made by Vice Mayor Leanne Tellam. **All voted in favor (5-0). The motion passed unanimously.**

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

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS

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

- Hailey Hansen (Member of the Youth Community Involvement Task Force) – provided an update on the groups Toy Drive that was held on December 16, 2023, and reported that all toys collected were delivered to Nicklaus Children's Hospital.

5. VILLAGE MANAGER'S REPORT

A. **Departmental Updates:** Village Manager Nick Marano reported that the Manager's detailed report was part of the agenda packet and recited the departmental highlights of his report by illustrating a PowerPoint presentation. Following the report, he answered questions raised by the Council relating to his report. He also introduced the newest staff member of the Village, Alessia Bencomo, Procurement Specialist. Ms. Bencomo introduced herself to the Village Council.

B. **Police Commander Report:** Lieutenant Antonio Rodriguez illustrated the CompStat Reports for the month of December 2024. Following the report,

he answered questions raised by the Council relating to the policing unit.

6. VILLAGE ATTORNEY'S REPORT

A. Village Attorney John Dellagloria provided a litigation update and reported that a written copy of the Attorney's Report was made part of the agenda packet.

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for the month of January 2024, announced the member solicitation for the Art-in-Public Places Advisory Board, and announced the dates of the 2024 Municipal General Election for the Village held on Tuesday, November 5th, 2024 for the positions of Vice Mayor and Councilmember Seat 2 and explained that the municipal election is concurrent with the county election and duly elected candidates shall serve a four-year term.

8. BOARD AND COMMITTEE REPORTS

A. Notice: Member Solicitation (Art-in-Public Places Advisory Board)
B. Tree Advisory Board Meeting (July 31, 2023)
C. Tree Advisory Board Meeting (September 18, 2023)
D. Parks & Recreation Committee Meeting (October 5, 2023)
E. Youth Community Involvement Task Force Meeting (November 17, 2023)

Councilmember Steve Cody **motioned** to approve. Councilmember Patrick Fiore seconded. **All voted in favor (5-0). The motion passed unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REMOVING IN ITS ENTIRETY ARTICLE III, SECTIONS 6-44 THROUGH 6-55 FROM THE CODE OF ORDINANCES STYLED "LICENSING", AS THE LICENSE FORMERLY KNOWN AS AN "OCCUPATIONAL LICENSE"; THIS BEING REPLACED WITH A "BUSINESS TAX RECEIPT", AS CODIFIED IN ARTICLE V, SECTIONS 26-151 THROUGH 26-162 OF THE VILLAGE CODE STYLED "LOCAL BUSINESS TAX"; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Heidi Siegel, Director of Community and Economic Development)*

Item 10A was **moved** by Councilmember Steve Cody. **Seconded** by

Councilmember Patrick Fiore.

There was no Council discussion on the Ordinance on Second Reading.

The question was called in favor of the Ordinance on Second Reading via a roll call vote.

- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - YES
- Councilmember Patrick Fiore - YES
- Councilmember Steve Cody - YES
- Councilmember Marsha Matson - YES

All voted in favor (5-0). The Ordinance passed unanimously on Second Reading.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS: None.

12. CONSENT AGENDA: None.

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE TO EXECUTE AN AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY INC., TO PROVIDE FUNDING TO FIRST GENERATION COLLEGE SCHOLARSHIPS FOR PALMETTO BAY RESIDENTS AS PART OF THE STATE OF FLORIDA'S 2:1 MATCHING GRANT, WITH THE TOTAL AMOUNT OF FUNDING FROM VILLAGE NOT TO EXCEED FIFTEEN THOUSAND DOLLARS ($15,000) FOR SCHOOL YEAR 2023-24; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENTS IN CONNECTION WITH THE PROGRAM; AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

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

Mayor Karyn Cunningham requested to continue the Resolution to the February 2024, meeting.

Councilmember Steve Cody **motioned** to continue the Resolution to the February 5, 2023, Regular Council Meeting. Vice Mayor Leanne Tellam seconded. **All voted in favor (5-0). The motion passed unanimously.**

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO PROTECT AND SAVE THE ATALA BUTTERFLY, AN IMPERILED POLLINATOR NATIVE TO THE VILLAGE, AND PROCLAIMING IT THE OFFICIAL VILLAGE BUTTERFLY; PLACING ATALA HOST PLANTS IN VILLAGE PARKS, PROPERTIES, PINE ROCKLANDS, AND OPEN SPACES; DEVELOPING PROGRAMS TO ENCOURAGE RESIDENTS TO PLANT ATALA HOST PLANTS TO SUSTAIN AND NOURISH THE BUTTERFLY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Moved by Councilmember Marsha Matson.

Seconded by Councilmember Patrick Fiore.

Public comments **in-support** of the Resolution:

- Jean Blandon (Member, Youth Community Involvement Task Force)
- Gabriela Alvarez (Member, Youth Community Involvement Task Force)

Councilmember Marsha Matson illustrated a PowerPoint presentation on the Atala Butterfly and provided a synopsis on the purpose of the Resolution.

Amendment, **moved** by Councilmember Marsha Matson and **seconded** by Councilmember Patrick Fiore.

- With all promotional material from the Village regarding planting coonties, mention a warning not to plant coonties where dogs and small children could be exposed.

Vice Mayor Leanne Tellam reported that the amendment proffered by Councilmember Marsha Matson was vague and explained that the seeds are toxic if ingested and that much of the butterfly plants are toxic.

Mayor Karyn Cunningham reported that she would support the Resolution with one exception, removing section 4 from the Resolution. She spoke opposed to staff developing programs and educational programs and favored the Youth Community Involvement Task Force to become involved with creating an educational video and supports that the youth use their talent and skill to assist with the matter.

Motion, moved by Mayor Karyn Cunningham and seconded by Councilmember Steve Cody.

- Remove Section 4 of the Resolution

Vote: (4-1); Councilmember Marsha Matson voted opposed.

Councilmember Marsha Matson **withdrew** her amendment.

Vice Mayor Leanne Tellam spoke in support of working with the Youth Community Involvement Task Force regarding the butterfly.

Councilmember Steve Cody questioned if the caption of the Resolution should be amended to conform to the motion passed by the Council relating to the removal of section 4.

Village Attorney John Dellagloria responded yes.

Motion, moved by Councilmember Steve Cody and seconded by Councilmember Patrick Fiore.

- Remove lines 9-11, page 1

Vote: All voted in favor (5-0). The motion passed unanimously.

Final Vote on Amended Resolution: All voted in favor (5-0). The motion passed unanimously.

C. 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 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored Administration and Prepared by Dionisio Torres, Public Services Director)*

Moved by Councilmember Steve Cody.

Seconded by Councilmember Patrick Fiore.

Public comments **opposed** to the Resolution:

- Beverly Gerald (14271 SW 74th Court)

Vice Mayor Leanne Tellam questioned the attachment that was referenced on the Resolution since it was not part of the agenda packet.

Public Services Director, Dionisio Torres responded that the attachment was not made part of the packet; however, the Manager provided the information to the Council prior to the meeting.

Vice Mayor Leanne Tellam spoke opposed to voting on the Resolution without the proper attachment included in the packet.

Mayra Sanchez, representative from Marlin Engineering illustrated a PowerPoint Presentation regarding the traffic study recommendations.

Mayor Karyn Cunningham questioned that based on the amount of money the Village set aside in the budget, $250,000, would there be the ability to purchase temporary speed humps, put a procedure in for the 90 days.

Director Torres responded that the Village has temporary speed humps deployed and that the Village would like to remove those and put permanent ones in. He explained that he would bring them back in to the inventory and have them available as needed.

Village Manager, Nick Marano reported that the Village would have funding left over and that by following what the Public Services Director said, deploying the existing temporary tables, the Village can deploy while being in compliance with the Memorandum of Understanding with the county. He also explained that the Village can do striking and signage and radar signs as there are more options than just street tables.

Final Vote on Resolution: All voted in favor (5-0). The motion passed unanimously.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A "TREE OF THE YEAR" PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Councilmember Marsha Matson)*

Moved by Councilmember Marsha Matson.

Seconded by Councilmember Patrick Fiore.

Public comments **in-support** of the Resolution:

- Jenna Crawford Knackstadt (Member of the Tree Advisory Committee)

Councilmember Marsha Matson provided a report on the Resolution and explained that the Resolution was unanimously approved by the Tree Advisory Board and the Parks and Recreation Committee. She also explained that the program would be considered low cost, and that the winning contestant would receive an award plaque and a certificate.

Discussion ensued between the members of the Council regarding the procedure relating to Section D of the Resolution, consent from the contestants, including the awarded amount to the winning contestant in the form of a gift certificate from Deering Estate or Fairchild Tropical Gardens.

Motion, moved by Mayor Karyn Cunningham and seconded by Councilmember Marsha Matson.

- Remove section J and replace it with, upon approval of the

homeowner would have a tree of the year yard sign placed in the yard for sixty (60) days. The tree would be placed permanently on a webpage on the Village website.

Vote: All voted in favor (5-0). The motion passed unanimously.

Motion, moved by Vice Mayor Leanne Tellam and seconded by Councilmember Marsha Matson.

- Insert on subsection C, if the tree is not on the property of the resident making the nomination, the owner of the property containing the tree must agree to the nomination on the submission form.

Vote: All voted in favor (5-0). The motion passed unanimously.

Motion, moved by Councilmember Steve Cody and seconded by Vice Mayor Leanne Tellam.

- Subsection H, to read as: The resident nominating the winning tree on public property, or the property owner of the tree on private property shall receive a proclamation and an award (not to exceed a value of $120.00), such as a gift certificate to a local plant nursery or two (2) one-year passes to Deering Estate or Fairchild Tropical Botanical Garden

Vote: All voted in favor (5-0). The motion passed unanimously.

Final Vote on Amended Resolution: All voted in favor (5-0). The motion passed unanimously.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO RESILIENCY; ADOPTING THE COMMUNITY RATING SYSTEM REPETITIVE LOSS AREA ANALYSIS (RLAA) AND SUBSTANTIAL DAMAGE PLAN (SDP), ATTACHED AS EXHIBITS "A" AND "B" AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Andrea Candelaria, Sustainability & Resiliency Planner and Co-Sponsored by Vice Mayor Leanne Tellam)*

Moved by Councilmember Steve Cody.

Seconded by Vice Mayor Leanne Tellam.

There was no public comment.

Resiliency Planner, Andrea Candelaria illustrated a PowerPoint presentation on the Village's Community Rating System and explained the RLAA and SDP exhibits.

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

thanked Ms. Candelaria for her efforts in assisting with lowering the Village's CRS rating.

Final Vote on Amended Resolution: All voted in favor (5-0). The motion passed unanimously.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PIMENTEL CONSTRUCTION GROUP, LLC. TO IMPROVE THE STREETSCAPE ON SW 148TH STREET, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF THREE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($344,850.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Moved by Councilmember Steve Cody.

Seconded by Councilmember Patrick Fiore.

There was no public comment.

Procurement Specialist, Alessia Bencomo provided an explanation on the background of the Resolution and reported that the selection of Pimentel Construction was the recommendation for the Council to consider and approve.

Councilmember Marsha Matson questioned if the explanation of Streetscape and Complete Streets is considered the same. She reported that the bid documents read one way and on the Resolution was explained another way.

Public Services Director, Dionisio Torres responded that it was a scrip nous error and that, Complete Streets and Streetscape, mean the same thing. No change from one way to the other.

Councilmember Patrick Fiore questioned if the Resolution was intended for SW 148th Street in the Village.

Director Torres responded yes.

Final Vote on Resolution: All voted in favor (5-0). The motion passed unanimously.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR SUB-BASIN 57/96, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-003; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND AND ZERO CENTS ($1,798,000.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Moved by Vice Mayor Leanne Tellam.

Seconded by Councilmember Patrick Fiore.

There was no public comment.

Procurement Specialist Alessia Bencomo explained the background of the Resolution and its intent.

Councilmember Marsha Matson reported that she added up what the Village has spent so far for this project with the vendor, Calvin, and Giordano, and that she calculates that the Village has $630,000 left in funds available for the project. She questioned what the Village plans to do with the remaining funds available.

Director Torres responded that additional improvements in the general area as per the grant conditions are being considered and looked at as part of the process.

Final Vote on Resolution: All voted in favor (5-0). The motion passed unanimously.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO EXPRESS, INC. TO PROVIDE SIDEWALK REPAIRS AND INSTALLATION; PIGGY-BACKING FROM THE CITY OF MIAMI BEACH ITB# 2023-422-DF; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR THE AMOUNT NOT TO EXCEED THE AMOUNT BUDGETED IN FISCAL YEAR 2023-2024 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS ($175,000.00) *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

Moved by Vice Mayor Leanne Tellam.

Seconded by Councilmember Patrick Fiore.

There was no public comment.

Procurement Specialist Alessia Bencomo explained the background of the Resolution and its intent.

Councilmember Steve Cody questioned how many liner feet of sidewalk the Village would receive for $175,000.

Public Services Director Dionisio Torres responded 6,000 linear feet.

Final Vote on Resolution: All voted in favor (5-0). The motion passed unanimously.

I. 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 CHABAD OF PALMETTO BAY AND DEERING BAY, INC. FOR THE PURPOSE OF CONDUCTING 2024 "LUNCH AND LEARN" MONTHLY EDUCATIONAL CLASSES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

Moved by Councilmember Steve Cody.

Seconded by Councilmember Patrick Fiore.

Public comment **neutral** of the Resolution:

- Beverly Gerald (14271 SW 74th Court

Parks and Recreation Director, Fanny Carmona explained that the request came in to host monthly lunch and learn sessions at Thalatta Estate at no cost to the Chabad of Palmetto Bay and Deering Bay.

Councilmember Marsha Matson spoke in support of the Resolution and explained that she favored non-profit Palmetto Bay organizations that seek assistance to use Palmetto Bay facilities at no cost.

Vice Mayor Leanne Tellam questioned the dates of each month that the organization would use Thalatta Estate at no cost.

Director Carmona responded on the second Wednesday of every month and reported that the dates for 2024 are available at this time for Thalatta. She also reported that the requirement is that when 50 guests or more are

in attendance at an event at the venue, a guard is required.

Vice Mayor Leanne Tellam questioned where that requirement came from.

Director Carmona responded that it is the same requirement for all facilities.

Vice Mayor Leanne Tellam reported that if the Village allows the use of Thalatta for day meetings, there would be a shift of entities and organizations wanting to use Thalatta more often and reported that the shift may add costs to the Village.

Mayor Karyn Cunningham asked the Council to review the existing Ordinance for the facilities and bring it back with proposed changes.

Final Vote on Resolution: All voted in favor (5-0). The motion passed unanimously.

15. ADJOURNMENT

Councilmember Steve Cody **motioned** to adjourn the meeting. **Seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The motion passed unanimously.**

The meeting was adjourned at 10:00 p.m.

The meeting minutes were approved this 5th day of February, 2024.

Attest:

_____ _____

Karyn Cunningham, Mayor Missy Arocha, Village Clerk

Exhibit A

Public Comments Submitted

Regular Council Meeting - January 8, 2024

Online Public Comments Form	Meeting Agenda
Meeting Date	1/8/2024
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Gilbert Viera
Email Address	*Field not completed.*
Address	16020 SW 87 Ave
City	VoPB
State	FI
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14-B
Comments (type your comments in the box below)	I am in support of naming the Atala the village Butterfly. I saw one a few years ago in my backyard. It is a beautiful butterfly..

New eComment for Regular Council

Eric Tullberg submitted a new eComment.

Meeting: Regular Council

Item: 4) REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

eComment: The Coral Reef Park Multi-Purpose Facility needs to have covered bike racks. Theey should be inverted "U" type, 36" apart, Close to the entrance, Convenient to bike facilities (no curb hops), and Covered to protect from rain & sun. They can be under the eaves if they are wide enough.

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report-Dept. Updates

Manager's Report

FINANCE

December

- The expenditures in December 2023 were $ 1,510,191, 6.93% of the total budget, compared to budgeted expenditures of $1,816,316, a surplus of 1.40% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,816,316 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $1,209,962 or 5.55 % compared to budgeted expenditures of $3,632,632 or 5.55%. The first quarter Police invoice for $2,906,182 has not been paid, which represents 13%.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
12/1/2023	43328	PCS EVENT PRODUCTIONS	CATERING SERVICES FOR 150 GUESTS AT LEAGUE OF CITIES EVENT AT TE ON 12-07-23	$12,602.42
12/1/2023	43314	FLORIDA CDI, LLC	HOLIDAY LIGHTING AND DECORATIONS FOR LIGHT UP YOUR HOLIDAYS AT VH ON 12-02-23	$19,003.00
12/8/2023	43397	Tyler Technologies	PATTERNS STREAM AUTOMATED AND UPDATE LICESING PARKS	$17,736.65
12/8/2023	43346	FLORIDA MUNICIPAL INSURANCE	FMIT 1028 2ND INSTALLMENT FY 23/24~	$223,030.00
12/8/2023	43344	BEEFREE, LLC.	NOVEMBER FREEBEE RIDERSHIP	$20,677.80
12/8/2023	43355	ALPHA SECURITY & FIRE ALRM SVC	INSTALLATION OF CLOUD BASED SECURITY CAMERAS FOR ALL VILLAGE OWNED LOCATIONS	$53,679.89
12/15/2023	43454	SZABOWORKS	BLOOM FRANJO RD TRAFFIC CIRCLE SCULPTURE PAYMENT #5	$18,750.00

12/15/2023	43433	Kimley-Horn and Associates, In	DESIGN SERVICES - VETERANS PARK	$31,470.00
12/15/2023	43418	BACALLAO CONSTRUCTION & ENGINE	SAFE ROUTES TO SCHOOL - CONSTRUCTION - CORAL REEF ELEM -2	$159,345.83
12/29/2023	43502	BENECON GROUP INC.	BENECON HEALTH INSURANCE JANUARY 2024	$81,085.03

IT DEPARTMENT

December

- Help desk statistics: 102 tickets created, 119 completed. 153 work orders are still pending as of 1/28/2024.
- Implemented new firewall and network security rule sets based on recommendations from security experts at Cynamics.
- Implemented Village-wide, online, cybersecurity awareness training to achieve compliance with state statute 282.3185 “Local Cybersecurity Act”. Training kicked off January 1.
- Cloud-based security cameras deployed to all locations.
- Implemented a new disaster recovery solution, Druva, to provide additional disaster protection to the Village’s Microsoft cloud-based data including OneDrive folders, SharePoint sites, and Office 365 mailboxes.

Upcoming Events

- Expansion of cloud-based security cameras to Coral Reef Park playground area.
- Technical demonstrations & first-level evaluations of potential EDEN replacements.
- Technical demonstrations & first-level evaluations of potential park management expert systems.
- Completion of the SharePoint project and elimination of the aging K: \ file server.

HUMAN RESOURCES

December

- 3 Recruitment Ads
  - 1 – Inspections & Public Records Coordinator (11/15/2023 – 12/6/2023)
  - 1 – Maintenance Worker I – Facilities (12/20-2023 – 1/31/2024)
  - 1 – Accounting Technician (12/6/2023 – 1/5/2024)
- 16 Applications Reviewed
- 4 Interview scheduled.
  - Vactor Operator (Public Services)
- 2 Pre-Employment Meetings
- 1 New Hire

  - Tree Trimmer (Public Services)
- 10 Job vacancies
  - 1 – Administrative Assistant (Village Clerk): Pending Job description review/update by Director.
  - 1 – Accounting & Alarm Technician: Job advertisement closed 1/5/2024.
  - 1 – Code Compliance Officer (Comm. & Economic Development): Interviews held; pending recommendations of potential applicant from Director.
  - 1 – Inspections & Public Records Coordinator (Comm. & Economic Development): Interviews held on 1/11/2024; request for hire submitted by Department on 1/18/2024.
  - 1 – Media Specialist (HR & Communications): Interviews scheduled for 1/17/2024.
  - 1 – Parks & Recreation Supervisor (Parks & Recreation): Job advertisement closed 1/17/2024.
  - 2 – Park Service Aides (Parks & Recreation): Pending Job Description update and advertisement. Pre-employment meeting held, pending start date.
  - 1 – Tree Trimmer (Public Services): Job advertisement closing on 1/22/2024
  - 1 – Maintenance Worker I – Facilities (Public Services): Job advertisement closing on 1/31/2024
- 0 Training Sessions
- 0 Separations of Employment
- 5 Transfers/Updates/Evaluations

COMMUNICATIONS

December

- 68 FB/Twitter Postings (including event and meeting postings)
- 8,733 FB Followers
- 47 New FB followers
- 4,879 Instagram Followers
- 148 New IG Followers
- 2,482 Email Subscribers
- 9 Videos Produced
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 12/9 Village Vibes
  - 12/23 Village Vibes
- 1 Promotional/Informational Campaigns:
  - Beat the Grinch
- Meetings Broadcast:
  - 12/4 Regular Council Meeting
  - 12/18 Zoning Hearing

- Events Attended/Promoted:
  - 12/2 Light Up Your Holidays
  - 12/6 State of the Village Address
  - 12/7 Miami-Dade County League of Cities Board of Directors Meeting
  - 12/10 Chanukah Unity Concert for Israel
  - 12/18 Bloom Ribbon Cutting Ceremony
  - 12/20 Coral Reef Park Beach Volleyball Courts Ribbon Cutting Ceremony
  - 12/27 Winter Waffle Wonderland

GRANTS

December

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

January Goals

- Apply for the TPO FY 2025 Unified Planning Work Program
- Start the application process for (Sub basin 41&11) Hazard Mitigation Grant Program
- Waiting on the start date for BEAM Grant application (EV charging stations)
- SWEPT analysis returned by FHWA for further information; revised and resubmitted for review on 1/16/24.
- Working on the closeout process final RFR for Sub-basin 61
- Progress Reports for all required grants Sub basin, 57/96, 61, 43, 44, SS4A, and Resilient Palmetto Bay
- Working on Safe Routes to School Closeouts
- Working on G1308 Closeout
- Looking for grant opportunities for the IT Department (Cybersecurity).

PARKS & RECREATION

December

Palmetto Bay Park

- I9 Sports: on Saturdays and Sundays 8am-2pm
- Ballet At the Park: Mondays -Thursdays 3:30pm-8pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Weekend PE: Pickleball Lessons: Tuesday/Thursday and Saturdays 4:30pm - 5:30pm,8am, 9am.
- Travel Softball: Stingrays. Rock Gold, Contenders, Lady Canes, Miami Waves: Monday/Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Pickleball Reservations: 5
- 10 Programs – Stretch & Relax Mondays 10:30am & 11:30am

Coral Reef Park

- Farmers Market on Saturdays 9:00am – 3:00pm
- Total Rentals for Pickleball – **224**
- Tennis Orange Ball and Green Ball 4pm - 6:30pm: Participants **59**
- Junior Team Tennis – Saturdays 8am – 1pm
- Palmetto Bay Soccer games on Fridays and Saturdays
- Bay Lions Soccer Club games on Saturdays and Sundays
- Ciral Reef Park Volleyball Courts Ribbon Cutting – December 20, 2023.

Perrine Community

- 7 Programs
- 2 Waiver

Ludovici Park

- 3 Programs
- 6 Waiver

Thalatta Estate

- 10 – Rentals
- 3 – Events
- 6 – Photoshoots
- 2 – Rehearsals
- 3 – Programs

Fee Waivers- Requested in December 2023

Group Name	Date	Time	Park/ Request	Description/ Purpose	Total Value	Date of Memo
Cutler Bay Community Theater	Saturday, 12-8-2023	9am-8pm	EAF Community Room	Community Theater Day	$704.00	12/16/2023
Rotary Club	2nd & 3rd Tuesday, each Month	11:45am-1:15pm	Perrine Community House	Club Meetings	$1,962.00	12/16/2023
Palmetto Bay Branch Library	Saturday 1-26-2023	7:30pm – 11:00pm	EAF Community Room	Retirement Dinner	$443.50	12/18/2023

February 2024 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park Mondays-Fridays Mondays -Thursdays 3:30pm-8pm
- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Weekend PE: Pickle Classes: Tuesdays, Wednesdays, Saturdays 4:30-5:30pm, 8am & 9am
- Travel Softball: Stingrays, Rock Gold, Contenders Lady Canes, Miami Waves: Monday-Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Teen Pickleball Tournament – Saturday, February 10, 2024, 10am – 3pm

Coral Reef Park

- Farmers Market on Saturdays 9:00am – 3:00pm
- Bay Lions Soccer Club – Games on Saturdays and Sundays
- Orange Ball and Green Ball Tennis –Tuesday and Thursday - 4pm - 6:30pm
- Phoenix Volleyball: Tuesday and Thursday - 4pm - 5:30pm
- Palmetto Bay Soccer - Games on Fridays and Saturdays
- Junior Team Tennis – Saturdays 8am – 1pm

- Howard Palmetto T-Ball – Saturdays Camping in the Park – Saturday, February 3, 10am – Sunday, February 4, 2024, 10am

Perrine Community House

- Ballet at the Park – Mondays, February 5,12,19 and 26 at 3:30pm
- HOLD – Rental 8am to 12pm
- Ballet at the Park – Wednesdays, February 7,14 and 21 at 2:30pm
- Art Exhibit – Saturday, February 10 at 6:30pm
- Senior Fun Day – Tuesday, February 13 at 11am
- HOLD – AARP Safety Driver Course – February 20 at 9am
- HOLD – Sgt. Fernandez – Saturday, February 24

Thalatta Estate

- 9 – Weddings
- 0 – Events
- 2 – Rehearsals
- 2 – Photoshoot
- 1 – Waiver
- 5 – Programs

Ludovici Park

- Core and stretch Class – Wednesdays, February 7,14,21 and 28 at 10am
- Cutler Bay Community Theater – Monday, February 5 and 19 at 7pm
- PBBA – Luncheon Meeting – Thursday, February 1
- Rotary Club - Tuesdays, February 13 and 20 at 11:30am
- Garden Club – Tuesday, February 27 at 6pm.

Park Projects

- **Repair/Replacement of Rubberized Trail at Coral Reef Park**
- **Repair Asphalt Trails at Coral Reef Park**
  - SFWMD- ERP (Environmental Resource Permit) Exemption – Approved
  - Waiting for Grant Agency-
- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 11/13/23 draw down/flow test on well/pump system
  - 1/18/24 meeting with P&R staff to review final plans and cost estimates with cost estimates.
  - 2/5/24 submittal package for building department review
  - 3/5/24 submittal of bid document with technical specifications and updated cost estimate
  - 4/5/24 submittal package for bid should be ready pending building department review and comments.
  - 4/26/24 RFP
  - 5/28/24 Bid evaluation and recommendation to Village for approval.
  - 7/1/24 – 8/1/24 Installation

- **Palmetto Bay Park Playground Refurbishing**
  - Purchase order processed for replacement of swings in Southwest quadrant of playground (Gametime). Installation scheduled to begin January 18, 2024
  - Currently in with Kimley-Horn regarding design and specification documents for new playground perimeter fencing. Awaiting revision of Palmetto Bay Park survey to include topography.

- **Coral Reef Park – Design-Build Multi-Purpose Facility**
  - Execution of Design-Build Contract with WayPoint Construction January 2024. Company to initial plans, permits, etc. Anticipated to begin construction by summer/fall of this year.

- **ITB for Volleyball Courts at Coral Reef Park** –
  - Execution of contract/Notice to Proceed – October 6, 2023
  - Start/completion: November 11 - December 31, 2023.

- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Completed Scope of Work for Restoration and Management Plan- RFP**
    - Approved by Village Council September 11, 2023
    - Execution and Notice to Proceed December 2023
    - Task 1: Oak Hammock removal – January 2024
    - Task 2: Invasives/Quarterly return intervals February (5 days). May 2024 (3 days); August 2024 (2 days)
    - Task 3: Year One- Bi-annual treatment
    - Task 4: Continue management of rock pineland.

- **The Woods**

  IRC – Working on plan as approved.
    - IRC presented a plan to Tree Board; approved Phase/Year 1 for issuance of ITB.
    - Working on possible grant opportunity.

2023-2024 Capital Projects:

Veteran's Park
- Veteran's Park Phase 1 Plan approved and funded.
- Kimley Horn on 50% construction drawings received 12/21
- Need to schedule a meeting to go over drawings

Thalatta Estate Parking Lot (resealing/restriping)
- Scope of work developed for bidding process February 2024
- Solicitation of Bids March 2024
- Bid Evaluation /Recommendation to Village Council May 2024
- Commencement of work July 2024 (following end of wedding season/pavers and after completion of paver replacement)

Thalatta Estate Paver Replacements
- Scope of work developed for bidding process February 2024
- Solicitation of bids March 2024
- Commencement of work – June 2024 (following end of wedding season)

Thalatta Estate – Carriage House Chair Lift

- Solicitation of informal quotes from reputable chair lift companies (in process)
- Currently under review/discussions with Village Building Official

Palmetto Bay Park Scoreboards

- Meetings with Scoreboards Company reps to develop specifications / selection November 2023
- Investigate any changes in code that would require modifications to existing structures December 2023 / January 2024. Under review of Village Building Official
- Development of RFP January/February 2024 (Cooperative Purchasing a possibility)
- Bid evaluation / Recommendation to Village Council March 2024
- Issuance of PO April 2024
- 8-9 weeks window for delivery/installation May/June 2024

Palmetto Bay Park – New Mower

- Solicitation of quotes from Toro, John Deere, and Jacobsen mowers (in process)
- Possible 18-month timeframe for manufacturing/delivery
- Evaluation / Recommendation to Village Council March 2024
- Issuance of PO March 2024

Palmetto Bay Park Golf Cart Access

- Develop Design / location options for Manager review/approval January 2024
- Consultant to develop specifications, if necessary, January 2024
- Bidding process/award February/March 2024
- Issuance of PO/NTP April/May 2024

Coral Reef Park Dumpster Enclosure

- Site selection (accessibility, code, etc.) February 2024
- Investigate possible piggy-back work February 2024
- Design / specifications / bid process if needed February/March 2024
- RFP if needed March 2024
- Recommendation to Village Council April 2024
- Issuance of PO / NTP May 2024
- Commencement/completion June 2024

Pickleball Center

- Meet internally to discuss options and come up with a timeline.

PUBLIC SERVICES

December

- **Freebee Ridership:**
  1160 Completed Rides (C.R.)
  1338 Total Passengers

Ridership has decreased by -69 C.R since October & decreased by -86 C.R. since November

- **IBus Ridership:**
  672 A.M. Route
  530 P.M. Route **Total: 1202 Riders**

Ridership has increased by 142 since October & decreased by -47 since November.

- **Facilities Maintenance Division**

138 Open Work Orders –	*34 more than October*	*8 more than October*
133 Closed Work Orders –	*35 Less than October*	*3 more than October*

- **Public Works**

7 - Signs Repaired/Installed	*0 same as October*	*1 more than November*
0 - Graffiti Removal	*0 same as October.*	*0 same as November*
6 - Pothole/Shoulder Repairs	*-1 less than October.*	*6 more than November*
0 - Tons of Debris/Trash Removal	*-18.16 less than October*	*-49.2 less than November*
71 - Drain Cleaning/Repairs (inlet tops)	*-5 less than October*	*-12 less than November*
0 - Linear feet of sidewalks installed	*-1,175 less than October*	*1,175 less than November*
0.00 - Paving Linear ft	*0.00 same as October*	*0.00 same as November*
12 - Sidewalks inspected	*5 more than October*	*3 more than November*
0 - Drainage Inspection	*-4 less than October*	*-5 less than November*
11 - Catch Basin	*-60 less than October*	*-72 less than November*
0 - Outfalls	*-5 less than October*	*-5 less than November*
493 - Linear Feet Pipe	*-5093 less than October*	*-936 less than November*
0 - Canal Cleaning/ Clearing	*0 same as October*	*0 same as November*
0 - Flooding Investigations & Resolutions	*-1 less than October*	*0 same as November*
0 - Complaints Reported to MDC	*0 same as October*	*0 same as November*
35 - Trees/Shrub Trimming/Removal	*9 less than October*	*-31 less than November*
69 - Tree & Landscaping Inspections	*-659 less than October*	*-41 less than November*

2023-2024 Capital Projects

N. Cartee Road Water Main Project
- 90% Design Construction Drawings submittal under review by MDWASD

SW 92 Avenue Complete Streets
- Receiving Comments from MDTPW 90% Design Submittal. 100% Plans Submittal expected February

SW 143 Street Water Main Project (CONSTRUCTION)
- Shop Drawings under review, processing permit application, Notice to Proceed date set to February 5th.

SW 148th Street Complete Street Project (CONSTRUCTION)
- Process VPB Public Works permit issuance and determine Notice to Proceed

Sub-Basin 57/96 (CONSTRUCTION)
- Approved on January 8th Regular Council Meeting
- Process VPB Public Works permit Issuance and determine Notice of Proceed date

Sub-Basin 44 Plan to advertise Invitation to Bid March/April 2024
- Annual Canal Maintenance advertise ITB in February 2024

HVAC Replacement Village Hall (Approved Cut sheets/released order of equipment/Notice of Proceed January 22nd
- Sub-Basins 12, 39 & 42 30% design plans due March 2024, On-going

Annual Village Wide Sidewalk Replacement Project (CONSTRUCTION)

- Approved on January 8th Regular Council Meeting

POLICE

December

- Southeast Florida Crime Prevention Association Monthly meeting
- Citizen Crime Watch monthly meeting
- Youth Crime Watch meetings held at Howard Drive and Coral Reef Elementary
- Officer Friendly classes at Howard Drive, Coral Reef, and Howard Drive Elementary Schools
- DARE classes at Henry E. Perrine, Coral Reef and Howard Drive Elementary
- DARE graduation at Henry E. Perrine Elementary
- Palmetto Bay Light Up Your Holidays event at Village Hall
- State of the Village
- League of Cities event
- Crimes/Calls for Service:
  - 4 Auto Thefts
  - 1 Commercial Burglaries
  - 3 Residential Burglaries
  - 10 Vehicle Burglaries
  - 1 Robbery
  - 13 Domestic Dispute/Disturbance
  - 13 Baker Acts
  - 43 Crashes

January Upcoming Events

- Officer Friendly classes at Howard Drive, Coral Reef, and Henry E. Perrine Elementary Schools
- Southeast Florida Crime Prevention Association monthly meeting
- Citizens Crime Watch monthly meeting
- Youth Crime Watch meetings at Howard Drive and Coral Reef Elementary Schools
- RAD Women Class at Palmetto Bay Village Hall

PLANNING & ZONING

December

- Met with various property owners and applicants.
- Director Siegel attended the Palmetto Bay Business Association monthly luncheon and shared updates regarding Business Tax Receipts.
- Planning and Zoning team met with representatives from UFIFAS to review the resiliency related landscaping and infrastructure at the Village Hall Municipal center on December 14, 2023.
- Sustainability and Resiliency Planner, Andrea Candelaria, attended the Florida Sustainability Directors Network Conference at West Palm Beach.
- Sustainability and Resiliency Planner, Andrea Candelaria, attended the Back Bay Study Open House.
- Director Siegel attended the launch of Business Growth and Acceleration Program (BizGap) hosted by the Small Business Development Center (FSBDC) at FIU and Representative Salazar.
- Director Siegel attended the Fairchild virtual hearing. The case was not heard due to conflict by the Judge.
- Director Siegel coordinated legislative requests with the Village's lobbyist.
- Director Siegel met with the internal team and external legal counsel to review the Coral Reef Park Multipurpose building contract needs.
- The Bloom sculpture was installed at Franjo Circle on Wednesday, November 15, 2023. Ribbon cutting was held on December 18, 2023.
- Director Siegel continued to work on the coordination of the Veterans Park plat.
- Director Siegel continued to provide support to outside legal counsel regarding various litigation matters.

FY2024 Budgeted Projects

- Coral Reef Park Multipurpose Building
  - Contract development finalized.

- Business Improvement Grants
  - Staff continue to promote this program through social media posts and Code Compliance information flyers.

- Historic Markers
  - Staff met with Councilwoman Matson to identify sites for new historic markers.

- Geographic Information Systems (GIS) Mapping Support
  - Director Siegel met with the preferred GIS consultant and established a workplan to further improve internal access and data through the GIS program. The scope of work/budget is under review.

- CRS
  - Substantial Damage Plan & Repetitive Loss Areas analysis approved by Council on January 8, 2023.
  - Natural Floodplains Functions Plan will be presented to Council on February 5, 2024.

- Resiliency Plan
  - Steering Committee underway

- Recycling Drive
  - April 21, 2024.

- Legislative Consultant
  - Council approved GrayRobinson team to identify monitor legislative proposals.

- Impact Fee Study
  - Director Siegel is reviewing contracts that may be suitable for piggybacking.

- Building Division Software
  - Business Tax Receipt software was launched October 30.
  - Building Permit and Inspection software building is underway.

Reviews, Applications, and Public Meetings

- Administrative Review Applications received:
  - AV-23-005/ Andre & Nathalie Villareal/ 7505 SW 138 Street / Variance requesting approval of an 18'9" feet setback where 25' is required to construct a new addition to the home.

- Zoning Hearing Applications Received:
  - PL-24-001 / Drew Rosen / SW 178 Street & SW 97 Avenue / Approval of Final Plat

- December 4, 2023 - Regular Council Meeting Items

- December 18, 2023, Zoning Hearing
  - Comprehensive Plan Discussion Item
  - Baptist: Deferred to February 26, 2024 Zoning Hearing
  - Audi: Passed 5-0
  - Medical Marijuana: Passed 5-0

- Resiliency Committee Meeting – November 9, 2023

- Business Tax:
  - Renewal: 551
  - New: 6
  - Closed: 169

- Building Division
  - Received 178 permits.
  - 359 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 519
    - Mechanical: 48
    - Electrical: 128
    - Plumbing: 67
    - Zoning: 79

Total: 841

- Code Compliance Division
  - The new electronic system is currently working and on track.
  - Common violations: property maintenance residential and commercial signage
  - New cases: 36
  - Special Master cases: No Hearing Held

Upcoming Events

- Community Roundtable on Resilience lunch discussion with FEMA Administration Deanne Criswell – January 12, 2024.

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Litigation Update
SUGGESTED ACTION:	

ATTACHMENTS:
Report-Attorney

ATTORNEY REPORT

January 2024

1. Memo re: Gi? Disclosure
2. 2. Review VPB Mo?on for Rehearing En Banc
3. Review Village Center Mo?on for Clarifica?on
4. Review VPB Appeal of Marine Facility Permit for Luxcom
5. Review Addendum to Coral Reef Building Contract
6. Update Audit Le?er
7. Review On Solve “Code Red” Contract
8. Complete Founda?on PRR
9. Mission Square Le?e
10. Review Addendum to Woods Lease
11. Review Sovereign Immunity House Bill
12. Village Center Order
13. Amend Woods Resolu?on
14. Amend Bed Rail Waiver
15. Re-Write Budget Ordinance
16. Memo re: Sunshine Law
17. Amend Dog Park Resolu?on

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Notice: Member Solicitation (Art-in-Public Places Advisory Board)
SUGGESTED ACTION:	

ATTACHMENTS:
Notice-AIPP Member Solicitation

MEMBERS WANTED
ART-IN-PUBLIC PLACES ADVISORY BOARD ("AIPP")

Have a knack for art? Join the Art-in-Public Places Advisory Board. The Village of Palmetto Bay is accepting applications for prospective board members.



Purpose:

The purpose of the Village of Palmetto Bay Art in Public Places (AIPP) Program is to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals

The State of Florida Sunshine Laws and Public Records Law binds this board. The board meets, at a minimum, the second Thursday of every other month at 6:00 p.m. at Village Hall Municipal Center.

Duties:

The board shall review and propose artwork items to be acquired under the village's art in public places program. The board shall issue a recommendation to the village council for all artwork program acquisitions in accordance with this division. The board shall oversee the public education, and curatorial aspects of the program. The board shall screen submissions and will recommend to the village council for final authorization for each acquisition not more than three possible selections, which may be existing works of art or new commissions.



Membership/Term Limits/Qualifications:

The AIPP board shall consist of seven (7) members. Each Councilmember, the Manager, and the Planning and Zoning Director shall each nominate a member, and the Village Council shall vote on the selection of each member.

The board members shall serve for four (4) years, under staggered terms, serving without compensation. Each board member must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum, or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community.

To ensure a balanced and diverse board it is recommended, but not required, that two of the board members be from the following professions: architect (landscape architect, architect, architectural historian, or urban planner), a skilled professional in the field of fine art (fine art history, art dealer, art gallery, artists' representative, museum curator, etc.), an interior designer, or a professor of art or art history.

Residents interested in applying to serve on the PRCOC must submit an Advisory Board/Committee Application to the Office of the Village Clerk at: clerk@palmettobay-fl.gov.

The application can be obtained from the Village Clerk or the Village website at: www.palmettobay-fl.gov.

For additional information and inquiries, please contact Missy Arocha, Village Clerk, at (305) 259-1234 or at clerk@palmettobay-fl.gov.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Notice: Member Solicitation (Education Advisory Committee)
SUGGESTED ACTION:	

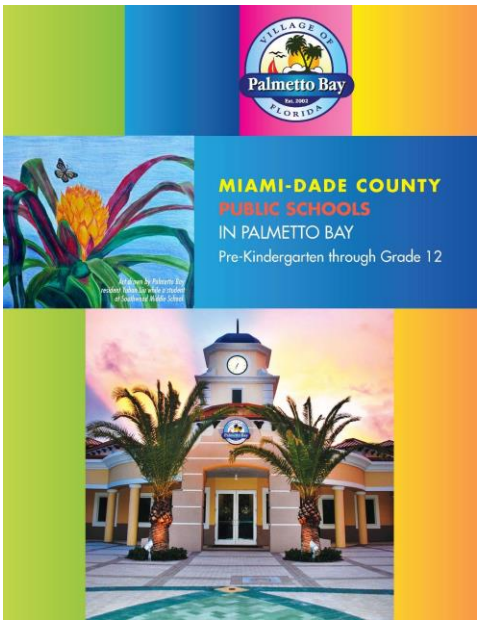
ATTACHMENTS:
Notice-EAC Member Solicitation

COMMITTEE MEMBERS WANTED
EDUCATION ADVISORY COMMITTEE ("EAC")

If you desire to volunteer or be involved in your community, join the Education Advisory Committee. The Village of Palmetto Bay is accepting applications for prospective committee members such as the EAC.

Purpose/Mission:

The Education Advisory Committee formerly known as the Educational Compact Advisory Board entered into an Education Compact with Miami Dade County Public Schools via Resolution 2013-63 on September 9, 2013, to bring together each organization's collective resources for the benefit of the students and residents within the Village.



Members of the Education Advisory Committee are appointed by Palmetto Bay Village Council. This committee serves the Village by reviewing and supporting the terms of the Education Compact that was entered into between the Village and Miami-Dade County Public Schools and is bound by the State of Florida Sunshine Laws. This board meets, at a minimum, the last Tuesday of every month at 6:30 p.m. at Village Hall Municipal Center.

Membership/Qualifications:

The committee is to be composed of five (5) members. The members shall have experience, training, or knowledge in the field of Education. Appointees must be residents of the Village, with the exception of a registered Dade Partner, and cannot be members of any other Village Board, Committee, or Task Force. Appointees must have at least one criteria from the following categories:

(i) a resident who is a parent with a child currently attending a public school in the Village;

(ii) a resident who has taught for a minimum of three (3) years in a MDCPS public school in Miami-Dade County;

(iii) a business owner in the Village that is a registered Dade Partner with a public school in the Village;

(iv) a resident with a Bachelor's Degree, or a Master's Degree in Education, Educational Leadership or related education degree and is currently working in or retired from MDCPS.



Residents interested in applying to serve on the EAC must provide a resume, a list of qualifications including the submittal of an Advisory Board/Committee Application to the Office of the Village Clerk at: clerk@palmettobay-fl.gov. The application can be obtained from the Village Clerk or on the Village website at: www.palmettobay-fl.gov.

For additional information and/or inquiries, please contact Missy Arocha, Village Clerk at (305) 259-1234, or via email to: clerk@palmettobay-fl.gov.

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Education Advisory Committee Meeting (November 7, 2023)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-EAC-2023-11-07

MINUTES
EDUCATION ADVISORY COMMITTEE MEETING
Tuesday, November 7, 2023, at 6:30 p.m.
Village hall Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

In attendance were the members of the committee, Chair Quick, Harry Nerenberg, Pam Schlactman, and Jorge Pulido. From the School District attending virtually were Ana Orthon and Aillete Diaz. School Board member Luisa Santos also was in attendance.

The meeting was called to Order by Chair Quick at 6:30 p.m. The chair asked for comments from the public, of which there were the following: Mark Merwitzer and Gary Pastorella.

Chair Quick introduced everyone and asked Board Member Santos to share her thoughts and thanked her for attending. Ms. Santos presented challenges with regard to funding issues in renovating school district buildings. She currently chairs the Facilities Committee and reported on a drastic deficit in the reserves, resulting in the State Legislature's change in position with regard to sharing of impact fee funds with charter schools. She also presented that we would have our first net-zero school facility in the works.

Ms. Santos also updated the committee on the implementation of Kelly Systems as the provider of substitutes in our school system. The "fill rate" has improved, so that we are able to obtain substitutes at a higher rate. Her office will be doing a Thanksgiving event at Cutler Bay Middle and her office is looking for partners to provide collected food items. Finally, AP scores are up across the board, to which Ms. Schlactman, Chair Quick and Mr. Nerenberg added comments as to their personal experiences.

Member Nerenberg requested an update as to Ms. Santos' College Tours went, which resulted in a detailed report. Another item passed by Ms. Santos addresses mental health and anxiety, and she detailed some of the aspects of that work.

Under Old Business, Chair Quick reported on the Principals' Breakfast and the award was presented to the principal of Southwood Middle School. Council liaison Tellam volunteered to take minutes to resolve the second item under this category, past minutes and future minute taking.

Going to New Business, Chair Quick asked for discussion regarding the many nominees for the Rosemary Fuller Award. Discussion ensued. A motion was made to recognize Officer Peter Judge, which was seconded and voted unanimously. A brief discussion was had as to the process and if he had previously been awarded this recognition, and upon the liaison's recommendation the committee proceeded to discuss a secondary choice. Based upon the revelation that Officer Judge was given a similar award in 2020, the committee voted to recognize Crista Dotson this year.

Moving to item 5(b), the Chair asked the committee to look at the legislative priorities and introduced Aillette Diaz the new Administrative Director for the Office of Intergovernmental Affairs. Session starts January 29th, and the District's priorities were summarized by Ms. Diaz. These priorities included an item championed by Ms. Santos, a native language assessment for students that come to the school system. Chair Quick asked for a motion to support the recommendation to the Council to support the legislative priorities of the school district. The motion was made, seconded and voted unanimously to make this recommendation to the Council for the December meeting.

Ana Othon presented an update on the actions of the South Region, and spoke to the recent regional magnet night at the Youth Fair Fairgrounds. The event was a tremendous success.

Chair Quick and Ms. Schlactman provided updates as to the school activities. She then asked for a discussion as to the update to the Educational Compact, and Vice Mayor Tellam provided background as to the prior negotiation round. Ms. Santos and Ms. Diaz provided information as to the reclassification of Cutler Bay's compact and Ms. Diaz expressed her opinion that the language of the compact was up to date. The committee then turned to discussion as to how to best use the current language of the compact to assist in supporting our schools. Vice Mayor Tellam expressed that traffic patterns were important to understand and requested "scatter maps" to assist with this analysis. Chair Quick expressed her interest in performance data, to provide potential local parents to convince them of the quality of our schools as they make a choice. Mr. Pulido spoke of the need for the committee to assist with marketing our local schools, to counter the marketing of other choices. Ms. Santos provided some closing points as to her negotiations and ability to assist our committee. She recommended detailed language so that the data reports stayed steady, and to include climate surveys. The process of regular reporting pushes the school system to have better systems for reporting, and Ms. Diaz confirmed her willingness to assist.

Chair Quick then asked for input as to when the committee would next meet, and the agreement was to meet on November 28th at 6:30 p.m. The next meeting after that would be January 23rd.

Ms. Diaz asked if the school district could include Palmetto Bay to assist in spreading word about an event to recruit substitute teachers. The committee agreed and asked for a pdf once created. Chair Quick confirmed that she was in contact with the chairs of Pinecrest and Cutler Bay committees.

The meeting was adjourned at 8:15 p.m.

Respectfully submitted, by Vice Chair Leanne Tellam

AGENDA ITEM NO. 8.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Education Advisory Committee Meeting (November 28, 2023)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-EAC-2023-11-28

MINUTES
EDUCATION ADVISORY COMMITTEE MEETING
Tuesday, November 28, 2023, at 6:30 p.m.
Village hall Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

In attendance were the members of the committee, Chair Quick, Harry Nerenberg, and Jorge Pulido. From the School District attending virtually were none of the regular members. Vice Mayor Tellam and Director Olga Cadaval were also in attendance. Technical issues prevented the representative from School Board Member Santos's office from joining us.

The meeting was called to Order by Chair Quick at 6:40 p.m. The chair asked for comments from the public, of which there were none.

Under Old Business, Chair Quick reported on the procedures for the Rosemary Fuller Award for the State of the Village event. At Harry's request, Leanne texted Dr. Larry Feldman to encourage him to attend due to his support of the winner.

The committee also decided that Leanne will ask the Council for their acceptance of the recordings of past meetings as minutes. Leanne offered to make the request to Council.

Chair Quick confirmed with Leanne that the MDCPS legislative priorities were on the Council's agenda for the December meeting.

Going to New Business, Chair Quick Chair Quick introduced the discussion as to future elections of leadership for the committee. The consensus was to hold elections in the new year.

The committee discussed the Unsung Hero and other recognitions. Harry mentioned recognizing the PTSA Presidents, Jorge stated that custodians and security guards were also very worthy. Harry mentioned that Palmetto Senior has a new counselor on their staff that could be recognized in the appropriate week. Some history of the committee's action was discussed by Diane and Harry for Jorge's benefit. Olga and Diane discussed the availability of the calendar established last year, and the committee reached a consensus that a calendar would be generated for the coming year as well. The committee agreed to recognize student services employees in February, and Diane offered to request the list of names from Ana Othon. The list will be conveyed to Missy and Melissa, and Jorge and Harry will deliver them to the schools in February. Harry suggested the single counselor at Perrine might be considered for an invitation to the February Council meeting recognition.

Past committee awardees have included Media Specialists (April), Crossing Guards (February?), custodians (October), Assistant Principals (April), and Unsung Heros in May. Discussion included recognizing Arts/Music (PEmeys or PBGT PEACs), Social Studies, Civics teachers, Science, etc.

Chair Quick mentioned the potential for updating the brochure, and a time frame was discussed. The biggest challenge has been that the information has been time-sensitive, and Diane asked that the committee consider only including information that is static. This discussion morphed into a discussion as to technology potential ("other proposals"), and how website links could instead be included. Diane shared that the historic reason was to inform new parents to understand the options available within Palmetto Bay for educating their children. Jorge asked for information as to the capabilities of the Village website, and Olga informed them that there is a page dedicated to the committee and offered that a page could be dedicated to the brochure and links to school and PTSA websites could be there. Jorge suggested that we work with that idea and link back and forth with the school/PTSA sites to have them link our page(s). Olga suggested we could then create a QR code for our website page, that could be posted at school events. The committee voted to appoint Jorge to work with Olga to review the material, make sure it's updated, and draft out a page to replace the current brochure.

Jorge also added another proposal regarding adding parents taking their children to school and then dropping them off at the new BRT stops. If we were to include school stops once the iBus is blocked off the busway, we may encourage additional riders. The committee will continue to explore this possibility per directive of the compact.

There were no updates from the District, Region, School Board or PTSAs. The Vice Mayor provided an update as the two items on the Council agenda. Harry asked if they would be required to file FAFSAs, and raise.me to obtain $10,000 over 4 years, and meet the scholarship deadline of November 1 for merit scholarships at FIU. He advised they should not be given this last minute after not applying on a timely basis.

Chair Quick then asked for input as to when the committee would next meet, and the agreement was to meet on January 23rd at 6:30 p.m. The next meeting after that would be February 27th.

The meeting was adjourned at 8:15 p.m.

Respectfully submitted, by Vice Chair Leanne Tellam

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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 THE ESTABLISHMENT OF THE BUDGET AND FINANCE ADVISORY COMMITTEE; AMENDING DIVISION III "ADVISORY BOARDS OR COMMITTEES" OF THE PALMETTO BAY MUNICIPAL CODE, SECTION 2-56 "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES DEFINED"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Budget and Finance Committee-MM

ORDINANCE 2024-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ESTABLISHMENT OF THE BUDGET AND FINANCE ADVISORY COMMITTEE; AMENDING DIVISION III "ADVISORY BOARDS OR COMMITTEES" OF THE PALMETTO BAY MUNICIPAL CODE, SECTION 2-56 "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES DEFINED"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, an advisory committee is an indispensable way for residents to share their opinions and perspectives, study issues, and develop recommendations to the Village Council in a focused, dedicated small group; and

WHEREAS, the primary purpose of an advisory committee is to provide judicious advice from the residents' perspective to the Village Council, the elected policy-making body of the Village on specific topics; and

WHEREAS, the activities of the Budget and Finance Advisory Committee activities may include study of budgetary and financial issues, hearing public testimony, independent research, and review of staff reports and recommendations, all of which are intended to enable the Committee to discuss, formulate, and forward well-developed, thoughtful recommendations to the Village Council in a timely manner; and

WHEREAS, in general, public participation in the budgeting process is limited in attendance and public comment; and

WHEREAS, the Village Council seeks to establish the Budget and Finance Advisory Committee to elicit robust, well-informed recommendations by residents in regard to Village budgets and finance.

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

Section 1. The Budget and Finance Advisory Committee is hereby established pursuant to Section 2-56 of Article III of the Code of Ordinances of the Village of Palmetto.

Section 2. The Village Council shall establish the Budget and Finance Advisory Committee whose purposes, power and duties, composition, membership qualifications, and general governing regulations are as set forth below.

Section 3. The purpose of the Committee is to consider and make recommendations on all issues affecting the budgetary and financial policies and procedures of the Village.

Section 4. The duty of the Budget and Finance Advisory Committee shall be to advise the Village Council and to examine, study, review and consider proposed budgets and amendments; for that purpose, the Committee shall examine proposed expenditures, the amounts appropriated, the probable amount of estimated revenue and receipts, and all other facts necessary to enable the Committee to make recommendations on budget and finance to the Village Council.

Section 5. The Committee shall be composed of five members, with the Mayor and each Councilmember making one appointment. It is recommended that one appointment be for a certified public accountant and one for a financial advisor. Members shall be residents, business owners, or property owners in the Village of Palmetto Bay and eighteen (18) years of age or older.

Section 6. The term of the office shall be four years. Members shall be appointed to serve commensurate with the term of the appointing Councilmember. After the expiration of a term, a member may continue to serve until the member's successor is appointed and qualifies. If vacancies occur otherwise than by expiration of the term, the vacancy shall be filled by appointment to the unexpired term in the same fashion as the original appointment of members.

Section 7. The Committee shall meet quarterly.

Section 8. Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the Village Council, or as a delegation to the Committee of any of the authority or discretionary powers vested and imposed by law in the Village Council.

Section 9. 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 10. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED AND ADOPTED ON FIRST READING this 5th day of February, 2024.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: February 5, 2024

SUBMITTED BY: Missy Arocha, Village Clerk's Office

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO, FLORIDA, AUTHORIZING THE VILLAGE TO EXECUTE AN AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY INC., TO PROVIDE FUNDING TO FIRST GENERATION COLLEGE SCHOLARSHIPS FOR PALMETTO BAY RESIDENTS AS PART OF THE STATE OF FLORIDA'S 2:1 MATCHING GRANT, WITH THE TOTAL AMOUNT OF FUNDING FROM VILLAGE NOT TO EXCEED FIFTEEN THOUSAND DOLLARS ($15,000) FOR SCHOOL YEAR 2023-24; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENTS IN CONNECTION WITH THE PROGRAM; AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Continued from Regular Council Meeting - January 8, 2024)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-FIU Grant Match-KC

RESOLUTION NO. 2023-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO, FLORIDA, AUTHORIZING THE VILLAGE TO EXECUTE AN AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY INC., TO PROVIDE FUNDING TO FIRST GENERATION COLLEGE SCHOLARSHIPS FOR PALMETTO BAY RESIDENTS AS PART OF THE STATE OF FLORIDA'S 2:1 MATCHING GRANT, WITH THE TOTAL AMOUNT OF FUNDING FROM VILLAGE NOT TO EXCEED FIFTEEN THOUSAND DOLLARS ($15,000) FOR SCHOOL YEAR 2023-24; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AGREEMENTS IN CONNECTION WITH THE PROGRAM; AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village ("Village") entered into an Education Compact with Miami-Dade County Public Schools (M-DCPS) to enhance learning opportunities for youth; and

WHEREAS, the Education Compact reflects the desire of the Village to support excellence in the Village's public schools; and

WHEREAS, the Florida International University, Inc. (FIU) First Generation Scholarship Program ("Program") is supported by an innovative matching grant program established by the Florida Legislature; and

WHEREAS, the Program provides financial support to qualified undergraduate students who are the first generation in their families to strive to attain a college degree; and

WHEREAS, this Program is the only one of its kind in the State of Florida to match private donations for first generation scholarships in providing financial assistance for students to attend a State university or State college; and

WHEREAS, to date, FIU has awarded over Fifteen Thousand (15,000) scholarships for critical financial support students; and

WHEREAS, the existing need is far greater than the available resources as currently less than one (1) in seven (7) eligible students receives a First Generation Scholarship; and

WHEREAS, as a result, many talented and highly motivated students with limited resources are forced to attend only part-time or postpone their education altogether; and

WHEREAS, the First Generation Scholarship Program is a vital source of financial support for many underserved, low-income students that bridges the gap between their financial aid funding and their un-met need to fund their cost of attendance at FIU; and

WHEREAS, increased scholarships and Program financial aid are critical to ensure that all deserving students receive the assistance needed to enroll, succeed, and graduate; and

WHEREAS, FIU serves more than 58,000 students, seventy percent (70%) of whom are undergraduates, with approximately ninety percent (90%) of undergraduate students are minorities, and nearly twenty-five percent (25%) identify as first-generation college students; and

WHEREAS, first generation students are more likely than their peers to come from lower-earning households, and yet, despite the significant need, a high percentage of FIU students receive only partial financial aid, and many students eligible for First Generation Scholarships remain unfunded; and

WHEREAS, donor investment and state-matched funds supported 889 students, while six thousand five hundred fifty-five (6,555) students representing eighty percent (80%) that did not receive funding; and

WHEREAS, investing in FIU's First Generation Scholarship Program will benefit not only the students, but the greater Palmetto Bay community; and

WHEREAS, the Village will contribute fifteen thousand dollars ($15,000) to the Program for First Generation Scholarships specifically for the Palmetto Bay residents, and

WHEREAS, the Florida State matching funds will provide an additional seventy thousand dollars ($70,000) which is a 2:1 match; and

WHEREAS, approximately twenty-two (22) students who are residents of the Village would receive a six-hundred eighty dollar ($680) scholarship in the 2023-2004 school year; and

WHEREAS, funding will be prioritized to meet the needs of students who are degree seeking undergrad students with a permanent address in the Village and with a preference for First Time in College (FTIC) students; and

WHEREAS, in an event where there will not be enough students eligible to award the funds that meet these criteria, funds will be rolled over to the following year or scholarship amounts per student can be increased; and

WHEREAS, scholarships may be renewable upon meeting certain criteria including recipients demonstrating financial need by completing the national Free Application for Federal Student Aid (FAFSA) and being eligible for a Pell Grant, recipients must also be the first generation in their family to attain a college bachelor's degree (students whose siblings have attained or are pursuing a degree are also eligible, recipients must be residents of the State of Florida, be enrolled in or accepted for admission to FIU, and be a degree-seeking undergraduate student enrolled for a minimum of six credit hours per semester.

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 recitals are incorporated as if set forth in full.

Section 2. That the Mayor and Council authorize the Village Manager to execute an agreement to provide funding to First Generation Students with the Florida International University Foundation, Inc. as part of the State of Florida 2:1 matching grant, with total funding from the Village not to exceed fifteen thousand dollars ($15,000) for School Year 2023- 24.

PASSED and ADOPTED this 4th day of December 2023.

Attest: _____ _____

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

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

_____

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO. 33-5033-000-0040 AND NO. 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF ALL VILLAGE REQUIREMENTS TO A EXTENDED PERIOD ENDING OCTOBER 31, 2026 AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-The Woods -First Amendment to Lease Agreement.doc
RESO-Woods- First Amendment to Lease Agreement Final.doc
20240109145549205.pdf
20240109145623231.pdf

To: Honorable Mayor and Village Council

Date: February 5, 2024

From: Nick Marano, Village Manager

Re: "The Woods"- First Amendment To Lease agreement

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO. 33-5033-000-0040 AND NO. 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF ALL VILLAGE REQUIREMENTS TO A EXTENDED PERIOD ENDING OCTOBER 31, 2026 AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

On April 2, 2018, the Village of Palmetto Bay, (the "Village" or "Tenant"), via Resolution 2018-43, authorized the Village Manager to entered into a Lease Agreement (the "Lease") with Miami Dade County for a County-owned 8.69 acre parcel known as 'The Woods' and as identified as Folios No.: 33-5033-000-0040 and No.: 33-5033-000-0050, for the purpose of developing a passive Village park (the Premises/Property).

On September 4, 2019, the County, through its Board of County Commissioners, via Resolution R-968-19, approved a Lease with the Village for the Property. The Lease included the following requirements to be met within four (4) years from the start of the Lease: installing a minimum of six (6) park benches, a nature trail either around or through the Property, four (4) interpretive signs explaining the existence and value of any vegetation and wildlife on the Property, as well as similar passive park improvements throughout for the benefit of residents of the Village and all of the County.

The Village and the County are desirous of amending the Lease to extend the mandated dates for the required improvements, as found in Sections 10.01 and 10.02.

To effectuate the modified timeline requirements, the proposed Lease shall incorporate language to read as follows: “The Tenant shall ensure that all of the required improvements to the Premises, as described in this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026”.

FISCAL/BUDGETARY IMPACT:
It is estimated that the cost to complete the said requirements will be +/- $750,000.

RECOMMENDATION:
Approval is recommended.

Attachments (2):

- First Amendment to Lease Agreement
- Lease Agreement

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO.:33-5033-000-0040 AND NO.: 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF VILLAGE REQUIREMENTS TO AN EXTENDED PERIOD ENDING OCTOBER 31, 2026 AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, on April 2, 2018, the Village of Palmetto Bay, (the "Village" or "Tenant"), via Resolution 2018-43 authorized the Village Manager to entered into a Lease Agreement (the "Lease") with Miami-Dade County for a County-owned 8.69 parcel known as 'The Woods' and identified as Folios No.: 33-5033-000-0040 and No.: 33-5033-000-0050, for the purpose of developing a passive Village park (the "Property" or "Premises"); and

WHEREAS, on September 4, 2019, the County through its Board of County Commissioners, via Resolution R-968-19, approved a Lease with the Village for the Property; and

WHEREAS, the Lease included the following requirements to be met within four (4) years from the start of the Lease: installing a minimum of six (6) park benches, a nature trail, either around or through the Property, four (4) interpretive signs explaining the existence and value of any vegetation and wildlife on the Property, as well as similar passive park improvements throughout, for the benefit of residents of the Village and all of the County; and

WHEREAS, the Village and the County are desirous of amending the Lease to extend the mandated dates for the required improvements, as found on Sections 10.01 and 10.02; and has incorporated language to read as follows: “The Tenant shall ensure that all of the required improvements to the Premises, as described in this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026”.

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

Section 1. The Village Manager is authorized to execute the First Amendment to Lease Agreement by and between Miami-Dade County and the Village of Palmetto Bay, amending the mandated timeframe for completion of all required improvements to October 31, 2026, as per the attached copy of the Amendment identified as Exhibit “A”.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of February, 2024.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is entered into and made on this _____ day of _____, 2024 by and between Miami-Dade County, a political subdivision of the State of Florida (the "**Landlord**"), and Village of Palmetto Bay, a municipal corporation (the "**Tenant**"). The Landlord and the Tenant are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, the Landlord is the owner of two (2) parcels of land, having Folio Numbers: 33-5033-000-0040, consisting of approximately 183,387.6 square feet, and 33-5033-000-0050, consisting of approximately 195,148.8 square feet of land (together the "**Premises**"); and

WHEREAS, on September 4, 2019, the Landlord, through its Board of County Commissioners, by Resolution, R-968-19, approved a Lease Agreement that leased the Premises to the Tenant, for a passive park ("**Lease Agreement**"); and

WHEREAS, the Lease Agreement commenced on or about October 1, 2019, and within the first twelve (12) months the Tenant was required to install and maintain a permanent sign stating that the Premises is a passive park, and that such park was created out of a partnership between the Landlord and the Tenant, for the residents of Miami-Dade County; and

WHEREAS, within four (4) years from the start of the Lease Agreement, the Tenant was required was required to perform other improvements to the Premises, including, but not limited to installing a minimum of six (6) park benches, a nature trail (either around or through the Premises, four (4) interpretative signs (explaining the existence and value of any vegetation and wildlife on the Premises, as well as similar passive park improvements throughout the Premises, for the benefit of the residents of Miami-Dade Count; and.

WHEREAS, generally the Tenant is required to install any and all desired or necessary pathways, sidewalks, walkways and/or trails, in adjacent to, or leading to or from the Premises; and

WHEREAS, the Tenant states that it is now anticipated that all of the required improvements will be completed by the Tenant by October 31, 2026; and

WHEREAS, the Landlord and Tenant are desirous of amending the Lease Agreement to extend the previously scheduled dates for the required improvements to the Premises.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is acknowledged and agreed by both the Tenant and the Landlord, the Parties agree to the following:

AGREEMENT

ARTICLE 1
INCORPORATION OF RECITALS

The Landlord and Tenant hereby acknowledge and agree that the foregoing recitals are true and correct and are incorporated into this Amendment by this reference.

ARTICLE 2
EFFECTIVE DATE OF THIS AMENDMENT

This Amendment shall become effective on the first (1st) day of the month after its approval by the Board of County Commissioners, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; if vetoed by the Mayor, this Amendment shall only become effective upon a two-thirds (2/3) vote of the Board of County Commissioners overriding the Mayor's veto ("**Effective Date**").

ARTICLE 3
MODIFICATION OF DATES IN THE LEASE AGREEMENT

The Parties hereby agree to change the completion dates for the requisite improvements, as found in Sections 10.01 and 10.02 of the Lease Agreement, and to replace such timeline requirements with the following:

> The Tenant shall ensure that all of the required improvements to the Premises, as described in this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026.

ARTICLE 4
MODIFICATION OF OTHER OBLIGATIONS IN THE LEASE AGREEMENT

All other provisions of the Lease Agreement are and shall remain the same.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Amendment to be executed in its name by the Mayor of Miami-Dade County, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Amendment to be executed by its duly authorized representative all on the day and year first hereinabove written.

Approved as to form and
legal sufficiency

By: _____
Assistant County Attorney

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK OF COURT AND COMPTROLLER

By: _____
Deputy Clerk

LANDLORD:

Miami-Dade County,
a political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By:
Name:_____
Title: _____

Date:_____

TENANT:

Village of Palmetto Bay
a municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(20)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring surplus two County-owned vacant parcels of land totaling approximately 8.69 acres in the Village of Palmetto Bay and located at approximately SW 168th Street and SW 88th Avenue; establishing as Board policy that said parcels are to be passive parks; waiving the provisions of Administrative Order 8-4 as it pertains to review by the Planning Advisory Board; authorizing, pursuant to Florida Statutes section 125.38, the lease of same to the Village of Palmetto Bay for an initial 10-year term with four, 10-year options to renew, for a total rental value to the County during the initial term of $100.00 for the parcels to be utilized as a passive park for the public; and authorizing the County Mayor to execute the lease and exercise all provisions contained therein

Resolution No. R-968-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No. 11(A)(20)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Statement of social equity required

_____ Ordinance creating a new board requires detailed County Mayor's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(20)

9-4-19

RESOLUTION NO. R-968-19

RESOLUTION DECLARING SURPLUS TWO COUNTY-OWNED VACANT PARCELS OF LAND TOTALING APPROXIMATELY 8.69 ACRES IN THE VILLAGE OF PALMETTO BAY AND LOCATED AT APPROXIMATELY SW 168TH STREET AND SW 88TH AVENUE; ESTABLISHING AS BOARD POLICY THAT SAID PARCELS ARE TO BE PASSIVE PARKS; WAIVING THE PROVISIONS OF ADMINISTRATIVE ORDER 8-4 AS IT PERTAINS TO REVIEW BY THE PLANNING ADVISORY BOARD; AUTHORIZING, PURSUANT TO FLORIDA STATUTES SECTION 125.38, THE LEASE OF SAME TO THE VILLAGE OF PALMETTO BAY FOR AN INITIAL 10-YEAR TERM WITH FOUR, 10-YEAR OPTIONS TO RENEW, FOR A TOTAL RENTAL VALUE TO THE COUNTY DURING THE INITIAL TERM OF $100.00 FOR THE PARCELS TO BE UTILIZED AS A PASSIVE PARK FOR THE PUBLIC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the Village of Palmetto Bay ("Palmetto Bay") desires to lease two vacant County-owned properties totaling approximately 8.69 acres and located in the Village of Palmetto Bay which are identified in the attached Composite Exhibit "A", and located at approximately SW 168th Street and SW 88th Avenue ("the Properties"); and

WHEREAS, the County's lease of the Properties to Palmetto Bay is in the public's best interest and welfare by allowing the use of the Properties to be utilized and maintained as a passive park in Palmetto Bay; and

WHEREAS, the Properties have been circulated to all County departments, and it has been determined that the County does not have a need for the Properties, which are therefore declared as surplus; and

WHEREAS, the market values of the Properties as set forth in the Miami-Dade County Property Appraiser's website are as follows: (a) Folio No. 33-5033-000-0040 - $1,833,876; and (b) Folio No. 33-5033-000-0050 - $1,951,488; and

WHEREAS, the Board has determined that Palmetto Bay requires the Properties for passive park use, and that such use would promote public benefit and welfare; and

WHEREAS, the Board desires to establish, as Board policy, that the Properties be passives parks for the use and enjoyment of the public; and

WHEREAS, the lease of the Properties to Palmetto Bay for passive park purposes in accordance with section 125.38 of the Florida Statutes, would be for an initial term of 10 years along with four, 10-years options to renew exercisable by Palmetto Bay, and with a rental value to the County of $100.00 for the initial 10-year term of the lease; and

WHEREAS, pursuant to the terms of the lease agreement, attached hereto as Exhibit "B", Palmetto Bay is required, at its sole cost and expense, to make improvements to the Properties to consist of: (a) installation of a permanent sign(s) which state that the Properties are a passive park, and is created out of a partnership between Miami-Dade County and the Village of Palmetto Bay for the use and benefit of the residents of Miami-Dade County; (b) within the first four years of the lease, the installation of a minimum of six park benches, a nature trail, four interpretive signs (explaining the existence and value of any vegetation and wildlife on the Properties), as well as similar passive park improvements throughout the Properties; and (c) undertaking, at its sole cost and expense, the removal of any invasive exotic plants from the Properties, and planting native hammock and wetland flora throughout the Properties,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. This Board: (a) declares the Properties as surplus; (b) establishes as policy of this Board that the Properties are to be used as a passive park; (c) waives the provisions of Administrative Order 8-4 regarding review by the Planning Advisory Board; (d) pursuant to section 125.38 of the Florida Statutes, authorizes the lease of the Properties to Palmetto Bay for the limited use as a passive park for an initial 10-year term and four, 10-year options to renew; and (e) authorizes the County Mayor or County Mayor's designee to execute the lease agreement in substantially the form attached as Exhibit "B," and to exercise all provisions contained therein.

Section 3. This Board directs the County Mayor or the County Mayor's designee to provide an executed copy of the lease agreement to the Clerk of the Board and to the Office of the Property Appraiser within 30 days of its execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the lease agreement together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

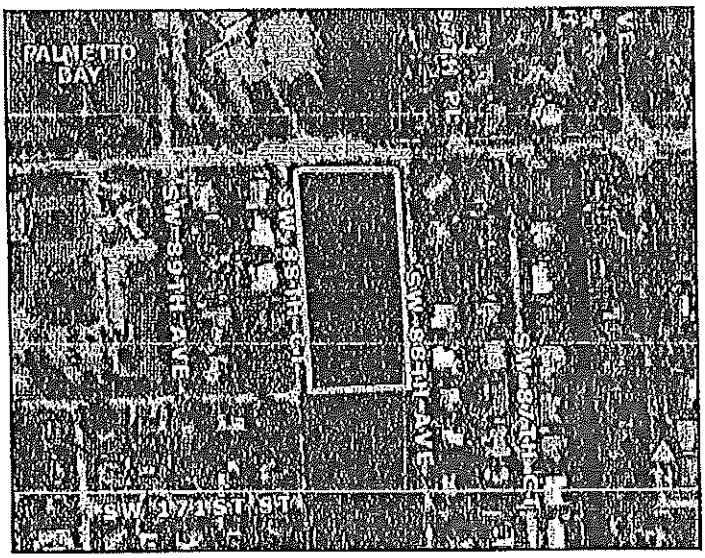
Monica Rizo Perez

OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 7/1/2019

Property Information	
Folio:	33-5033-000-0040
Property Address:	
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	183,387.6 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	$1,833,876	$1,833,876	$1,833,876
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$1,833,876	$1,833,876	$1,833,876
Assessed Value	$1,232,772	$1,120,702	$1,018,820

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	$601,104	$713,174	$815,056
County	Exemption	$1,232,772	$1,120,702	$1,018,820

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	$1,232,772	$1,120,702	$1,018,820
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$1,833,876	$1,833,876	$1,833,876
Taxable Value	$0	$0	$0
City			
Exemption Value	$1,232,772	$1,120,702	$1,018,820
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$1,232,772	$1,120,702	$1,018,820
Taxable Value	$0	$0	$0

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0040

Property Address:

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.21	$1,833,876

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

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Property Information

Folio: 33-5033-000-0040

Property Address:

Roll Year **2018** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.21	$1,833,876

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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OFFICE OF THE PROPERTY APPRAISER

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Property Information

Folio: 33-5033-000-0040

Property Address:

Roll Year **2017** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.21	$1,833,876

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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Version:

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0040

Property Address:

Full Legal Description
33 55 40 4.21 AC M/L
E1/2 OF NW1/4 OF NE1/4 OF NE1/4
LESS N40FT & LESS E & W
25FT FOR R/W
A/K/A ROCKPIT
F/A/U 30-5033-000-0040

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

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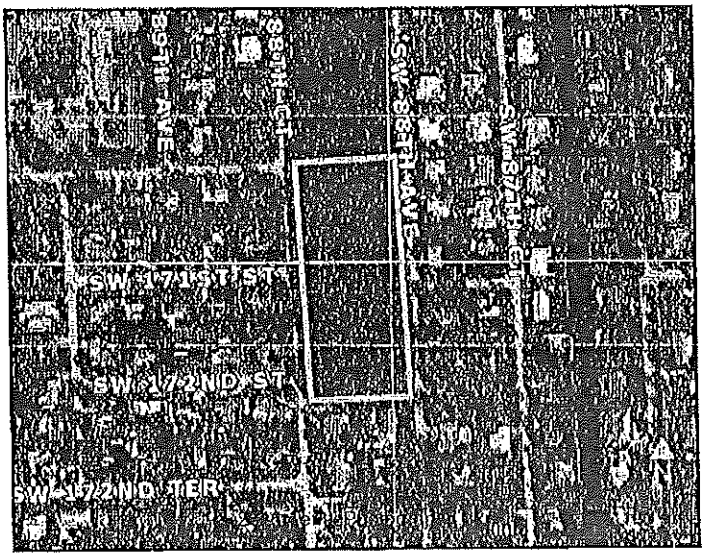
OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 7/1/2019

Property Information	
Folio:	33-5033-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	195,148.8 Sq.Ft
Year Built	0



Assessment Information			
Year	2019	2018	2017
Land Value	$1,951,488	$1,951,488	$1,951,488
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$1,951,488	$1,951,488	$1,951,488
Assessed Value	$1,311,833	$1,192,576	$1,084,160

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	$639,655	$758,912	$867,328
County	Exemption	$1,311,833	$1,192,576	$1,084,160

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	$1,311,833	$1,192,576	$1,084,160
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$1,951,488	$1,951,488	$1,951,488
Taxable Value	$0	$0	$0
City			
Exemption Value	$1,311,833	$1,192,576	$1,084,160
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$1,311,833	$1,192,576	$1,084,160
Taxable Value	$0	$0	$0

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Version:

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0050

Property Address:

Roll Year **2019** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.48	$1,951,488

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

13

OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0050

Property Address:

Roll Year **2018** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.48	$1,951,488

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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Version:

14

OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0050

Property Address:

Roll Year **2017** Land, Building and Extra-Feature Details

Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	AG	9000	Acres	4.48	$1,951,488

Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features

Description	Year Built	Units	Calc Value

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Version:

15

OFFICE OF THE PROPERTY APPRAISER

Generated On : 7/1/2019

Property Information

Folio: 33-5033-000-0050

Property Address:

Full Legal Description
33 55 40 4.48 AC M/L
E1/2 OF SW1/4 OF NE1/4 OF NE1/4
LESS E & W25FT FOR R/W
F/A/U 30-5033-000-0050

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is being entered into this ____ day of _____, 2019 ("Commencement Date") between Miami-Dade County, a political subdivision of the State of Florida ("Landlord"), and Village of Palmetto Bay, a municipal corporation ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, two (2) vacant parcels of land, as shown on the attached "Exhibit A" (the "Premises"), for the term described below.

PART I
PREAMBLE

The following sets forth basic data hereinafter referred to in this Agreement, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Village of Palmetto Bay
B. TENANT'S ADDRESS	9705 East Hibiscus Street, Palmetto Bay, Florida 33157
C. LANDLORD:	Miami-Dade County
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	111 N.W. First Street, Suite 2460 Miami, Florida 33128
E. PROPERTY DESCRIPTION AND FOLIO NUMBER:	1.) One vacant parcel of land, consisting of approximately 183,387.6 square feet, having Folio No.: 33-5033-000-0040; and 2.) One vacant parcel of land, consisting of 195,148.8 square feet, having Folio No.: 33-5033-000-0050. Both properties being adjacent to one another, and together are described as the Premises.
F. PREMISES:	Two (2) vacant parcels of land, together consisting of approximately 8.69 acres, see "Exhibit A"
G. TERM:	Ten (10) years, commencing on the Commencement Date, as described in Section 3.01.
H. OPTIONS TO RENEW:	Four (4) ten (10) year Option Periods
I. ANNUAL RENT:	Ten ($10.00) Dollars annually. Rent for the entire ten (10) year term shall be paid initially in one (1) lump sum payment to the Landlord, in the amount of One Hundred ($100.00) Dollars. Option Period – Annual Rent shall be Ten ($10.00) Dollars annually, and shall be paid at the beginning of each Option Period, for the entire Option Period, in a one (1) lump sum payment in the amount of One Hundred ($100.00) Dollars.
J. RENT COMMENCEMENT DATE:	The first (1st) day of the month following the Board of County Commissioners' approval.
K. TENANT'S OPERATING EXPENSE:	Tenant shall be responsible to maintain the property including, but not limited to, landscaping, repair and replacement of any improvements, and any equipment, and the prompt removal of any and all trash, garbage, and graffiti.
L. FLORIDA SALES TAX	Tenant shall be responsible for any applicable Sales Tax.
M. PERMITTED USE:	To be used solely as a passive recreational area (passive park), for the children and families utilizing the public services of the Tenant.
N. SECURITY DEPOSIT:	None

This Agreement consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through N), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the terms and conditions found in the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the Premises as described herein, along with the following terms and conditions:

ARTICLE 1
INCORPORATION OF PREAMBLE

1.01 The parties hereto agree that the foregoing Preamble is true and correct, and is incorporated herein by reference.

ARTICLE 2
DESCRIPTION OF PREMISES

2.01 Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises, which is two (2) vacant parcels of land, together consisting of approximately 8.69 acres, as legally described in Section F of the Preamble, having Folio Numbers 33-5033-000-0040 and 33-5033-000-0050, and all shown, on the attached diagram, marked "Exhibit A", which is incorporated herein by reference.

2.02 Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

2.03 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose.

ARTICLE 3
TERM

3.01 The term of this Agreement shall commence on the first (1st) day of the month following the Miami-Dade County Board of County Commissioners' approval of this Agreement, as identified by the date first written above (hereinafter described as the "Commencement Date"), and Landlord and Tenant agree that this Agreement is scheduled to terminate ten (10) years thereafter (hereinafter "Termination Date"). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Agreement.

3.02 This Agreement shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate

or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

3.03 If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall be in holdover, and become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

3.04 Upon the Commencement Date of this Agreement, any and all other lease agreements, if any, that the Landlord has with the Tenant for the same property, shall automatically terminate without further notice to the Landlord or Tenant. This Agreement shall replace and succeed any and all other such agreements in their entirety.

3.05 Provided the Tenant is not otherwise in default, Tenant is hereby granted the option to extend this Agreement for a four (4) additional ten (10) year Option Periods upon the same terms and conditions. The Tenant must provide the Landlord with notice, in writing, of its desire to exercise each option and remain in the Premises at least ninety (90) calendar days prior to the expiration of this Agreement, and if applicable, the expiration of any Option Period.

ARTICLE 4
RENT

4.01 Tenant covenants and agrees to pay to Landlord as rental for a term of one (1) year, commencing on the Commencement Date, and terminating on the Termination Date, the annual rental amount of Ten ($10.00) Dollars. The Tenant shall pay the rent for the entire term in one (1) lump sum payment, at the commencement of this Agreement, which amount equals One Hundred ($100.00) Dollars. The rent during any renewal terms shall be the same as the rental during the initial term.

4.02 The Landlord shall be permitted to accelerate the rent upon any default by the Tenant. Further, the Tenant also agrees that the rent is payable on a lump sum basis, as described above, to Miami-Dade County ISD, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida

33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein

4.03 Tenant also agrees that should it be in possession of the Premises after the Termination Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay one hundred (100%) percent of the rental rate in existence prior to the period of holdover.

ARTICLE 5
PERMITTED USE OF PREMISES

5.01 Tenant shall occupy the Premises upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Premises for the Permitted Use, which is strictly as a passive recreational area (passive park), for the children and families utilizing the public services of the Tenant and shall treat all Miami-Dade County residents similarly for usage of the Premises. The passive park shall offer constructive, restorative, and educational benefits, which do not significantly impact the natural, scientific, and wildlife values of the Premises. Passive park activities may include low-intensity recreational activities such as bird watching, observing nature by way of a nature trail, and walking around the perimeter of the Premises. No motorized activity may be conducted on the Premises.

5.02 Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules, and/or regulations, of any and all federal, state, and local governmental agencies.

5.03 Tenant agrees that no changes in the use of the Premises is permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the approved use, as herein stated above, this Agreement may be immediately terminated at the Landlord's sole discretion, and it shall become null and void, and any and all improvements on or to the Premises shall become the property of the Landlord, without any payment or compensation to the Tenant.

ARTICLE 6
CONDITION OF PREMISES

6.01 Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition to the Premises.

6.02 Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing, and/or maintaining any and all permits and licenses, including, but not limited to, any occupancy permit(s) and/or business license(s).

Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

6.03 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for any use or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such use and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also has fully complied, also at its sole cost and expense, with any and all law, rules, codes and regulations.

6.04 Tenant acknowledges and agrees that the Premises is in need of certain landscaping and maintenance, and accepts fully responsibility to landscape and maintain the Premises, including, but not limited to, complying with the American with Disabilities Act.

ARTICLE 7
UTILITIES

7.01 Tenant shall, during the term hereof, pay any and all charges for water, sewer, trash removal, and electricity for the Premises. Further, Tenant shall be solely responsible for the installation, maintenance, and repair of any and all water lines, sewer pipes, and/or electrical lines or wiring leading and/or from the Premises.

7.02 Tenant agrees that it shall during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain and, if necessary, install, improve, and/or pay the cost of lighting fixtures, utility lines, equipment, and systems relating to any and all utilities, including, but not limited to, any and all water lines, and/or sewer pipes leading to and from the Premises.

ARTICLE 8
MAINTENANCE

8.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the landscaping, as well as any and all vegetation, including all grass, hedges, trees, and plants which are now, or in the future, on or near the Premises.

8.02 Tenant, at its expense, shall install, maintain, and keep clean and safe all pathways, sidewalks, walkways, and/or trails, in, adjacent to, or leading to or from the Premises.

8.03 In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free an infestation of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence

of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) prevent any objectionable odors to emanate or to be dispelled from the Premises; (f) comply with and observe all rules and regulations established by the Landlord from time to time; (g) keep and maintain the Premises in a safe condition, including any and all sidewalks, trees, soil, and ground; and (h) conducts its use and operation in all respects in a dignified manner in accordance with the high standards of other governmental entities located within Miami-Dade County.

8.04 Any damage or injury sustained by any person because of the lack of maintaining the Premises, including but not limited to failure to maintain landscaping, sidewalks, pathways, walkways, trails, soil, trees, lighting, mechanical, electrical, and/or plumbing equipment, if any, as well as any improvements, or due to any other reason or cause, which maintenance, improvement, and/or repair is the cause, the Tenant shall be responsible, and the Tenant shall indemnify and hold the Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 9
DESTRUCTION OF PREMISES

9.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises and/or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises. Tenant is responsible for maintaining, replacing, and/or repairing any damaged real property, and/or personal property belonging to the Landlord and/or Tenant.

9.02 In the event the Premises should be destroyed or so damaged by hurricane, windstorm, or other casualty to the extent that the Premises is rendered untenantable or unfit for the purpose of Tenant, either party may cancel this Agreement by the giving of ninety (90) calendar days' prior written notice to the other. If either the entire Premises or any improvements which are on the Premises is partially damaged due to an act of God and/or Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Premises is

completely destroyed due to Tenant's negligence, Tenant shall repair and restore the Premises so that it is equal the condition of the Premises on the date possession was given to Tenant. In lieu of restoring, Tenant shall pay the Landlord the costs to restore the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

ARTICLE 10
IMPROVEMENTS AND REPAIRS

10.01 Landlord and Tenant agree that the Tenant, at its sole cost and expense, within the first twelve (12) months of this Agreement, shall install and maintain on the Premises a permanent sign(s) which state that the Premises is a passive park, and is created out of a partnership between the Landlord and the Tenant for the use and benefit of the residents of Miami-Dade County.

10.02 Landlord and Tenant further agree that the Tenant, at its sole cost and expense, within the first four (4) years of this Agreement, shall install and maintain on the Premises a minimum of six (6) park benches, a nature trail (either around or through the Premises), four (4) interpretive signs (explaining the existence and value of any vegetation and wildlife on the Premises), as well as similar passive park improvements throughout the Premises, for the benefit of residents of Miami-Dade County. Once the improvements are completed, the Tenant shall notify the Landlord in writing that the aforementioned improvements are completed, and ready for inspection by the Landlord.

(a) The Landlord and Tenant acknowledge and agree that improvement of the Premises should also include the restoration of the natural flora of the Premises, including, but not limited to, the removal of any invasive exotic plants from the Premises, and planting native hammock and wetland flora throughout the Premises. The Tenant agrees that any cost or expense associated with the restoration of the natural flora of the Premises shall be the Tenant's sole responsibility.

(b) The Landlord hereby agrees to cooperate with the Tenant regarding the restoration of the natural flora of the Premises by assisting with volunteers, and other means, when available, to help with the removal of invasive exotic plants from the Premises.

10.03 Tenant, at its sole cost and expense, may make other improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Agreement, so long as such improvements are approved in advance by the Landlord in writing.

10.04 Tenant acknowledges and agrees to improve the Premises consistent with any requirements imposed by a governmental entity, or otherwise required by law, including, but not limited to, any zoning requirement or other code or regulation.

10.05 Prior to commencing any improvements, the Tenant must deliver all plans, specifications and scheduling, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

10.06 Tenant shall cause any and all repairs and/or improvements to be performed competently and in a good and workmanlike manner by a duly qualified and licensed person(s) or entities, or utilizing its own employees, using first grade materials, and without interference with or disruption to the nearby residents or landowners.

10.07 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and in the event a contractor is utilized, shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

10.08 Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain, or repair Tenant's improvements, or for Tenant's operations within on or about the Premises during the term of this Agreement.

10.09 If Tenant's improvements or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

10.10 All leasehold improvements installed on or about the Premises at any time, except for furniture (park benches) and equipment, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title

thereto shall vest solely in the Landlord without payment or compensation of any kind or nature to Tenant.

10.11 Should the Tenant bring and/or install any personal property, not mentioned or described hereto, on the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Agreement.

10.12 Prior to commencing any improvements and/or repair to any property owned by the Landlord, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, *Florida Statutes*, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the improvements and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes* and each shall be in the amount of the entire cost of the improvements and/or repair project regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to contractors, subcontractors, and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any improvements and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than Ten Thousand ($10,000.00) Dollars.

ARTICLE 11
ASSIGNMENT AND SUBLEASE

11.01 Without the written consent of Landlord first obtained in each case, by and through its Board of County Commissioners, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's government structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of Section 125.38, *Florida Statutes*.

ARTICLE 12
NO LIABILITY FOR PERSONAL PROPERTY

12.01 All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 13
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

13.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Premises.

13.02 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage, or leaking of water, gas, sewer, electricity, telephone, or other utility pipes and/or wiring and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use the Premises at Tenant's own risk.

ARTICLE 14
SIGNS

14.01 Signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, specifically the Director of the Internal Services Department, and the cost of painting and installing any sign(s) shall be borne by Tenant. The Tenant is solely responsible to maintain, repair, and/or replace any and all signs on the Premises. All signs shall remain on the Premises upon the termination of this Agreement.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable

working hours, upon the giving of twenty-four (24) hours' prior notice to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing any unauthorized signs, fixtures, alterations, or additions which do not conform to this Agreement. Notwithstanding the forgoing, Landlord reserves the right to enter the Premises without prior notice, and without being accompanied by an employee of the Tenant in cases and/or instances of an emergency.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, at the end of the term of this Agreement or any extension thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted, in accordance with the terms and conditions of this Agreement.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant or its employees, agents, servants, partners, principals, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective permitted successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord, such right to be exercised by Landlord through its County Mayor or Mayor's designee in its sole discretion upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the Tenant.

2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.

3) Assignment by Tenant for the benefit of creditors.

4) Failure of Tenant to maintain its non-profit status.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:

1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

E. Landlord, through its County Mayor, or Mayor's designee, shall have the right to terminate this Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Agreement, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Agreement.

F. Landlord shall have the right to immediately terminate, or suspend, this Agreement, at any time, in the event of an emergency, as determined in the sole discretion of the County Mayor or the County Mayor's designee, should the Landlord need the Premises for a public purpose, by giving the Tenant twenty-four (24) hours' written notice of such termination or suspension.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time by giving the Landlord at least ninety (90) calendar days written notice prior to its effective date.

ARTICLE 22
NOTICES

22.01 It is understood and agreed between the parties hereto that written notice to Landlord shall be mailed, certified mail, return receipt requested, with all postal charges pre-paid or delivered by a nationally recognized delivery service (such as FedEx or DHL) and addressed to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and with a copy to the County Attorney's Office, 111 N.W. 1st Street, 28th Floor, Miami Florida 33128, in order to constitute sufficient notice to Landlord; and written notice addressed to Tenant shall be mailed or delivered to the address of Tenant at: 9705 East Hibiscus Street, Palmetto Bay, Florida 33157, shall constitute sufficient notice to Tenant to comply with the terms of this Agreement. Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE 23
INSURANCE

23.01 Prior to occupancy, unless the Tenant is self-insured, the Tenant shall furnish to the Director of Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, a Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is $500,000.

23.02 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

23.03 Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1st STREET
SUITE 2340
MIAMI, Florida 33128

23.04 Compliance with the foregoing insurance requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; Indemnification and Hold Harmless, or any other section or portion of this Agreement.

23.05 Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) calendar days in advance of such expiration.

23.06 If the Tenant is self-insured, the Tenant, upon the Commencement Date, shall furnish to the Landlord a self-insurance letter, written on the Tenant's letterhead, evidencing the fact that the Tenant is self-insured, and such letter shall be subject to the satisfaction and approval of the Landlord.

ARTICLE 24
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

24.01 Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all use of the Premises will be in conformance with all applicable laws, ordinances, rules, regulations, including all applicable zoning regulations.

24.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Agreement.

24.03 Landlord as Sovereign

It is expressly understood that notwithstanding any provision of this Agreement and the Landlord's status thereunder:

(a) The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and

(b) The Landlord shall not by virtue of this Agreement be obligated to grant the Tenant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

24.04. No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Agreement, or any Landlord covenant or obligation that may be contained in this Agreement, or any implied or perceived duty or obligation including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County Commissioners, the Regulatory and

Economic Resources department, or any division thereof, or any other county, city, federal, or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or site plan application if applicable will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

ARTICLE 25
FORCE MAJEURE

25.01 The Landlord and Tenant hereby agree that term "*Force Majeure*" in this Agreement, and when applied to this Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both parties from fulfilling their respective obligation(s) in a timely manner under this Agreement. *Force Majeure* shall excuse the party or parties from liability or obligation only during the period of time when the extraordinary event occurs and the circumstances beyond the party or parties' control continue to prevent the party or parties from performance under this Agreement. *Force Majeure* is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a party, as where non-performance is caused by lack of foresight, prudence and/or failure to exercise precautionary measures.

25.02 A party asserting *Force Majeure* as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not

have been avoided by the exercise of due care by that party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other party, and the other party has in fact recognized, in writing to the party asserting a claim of *Force Majeure*, that the occurrence is an event equating to *Force Majeure*.

25.03 Tenant and Landlord shall be excused only for the period of any delay associated with the *Force Majeure* event, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

ARTICLE 26
WAIVER

26.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the annual payments of rent (or additional rent if such obligations are stipulated) shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord shall be considered an acceptance of a surrender of this

Agreement.

ARTICLE 27
DEFAULT OF TENANT AND REMEDIES

27.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to pay any annual payment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of ten (10) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

27.02 Consistent with and in addition to Article 21, Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent), which default has not been cured within ten (10) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement, then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

27.03 Should Tenant vacate or abandon, or fail to take occupancy of, the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

27.04 Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter upon the Premises and take possession of any and all improvements and all personal property of Tenant situated in the Premises, without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand ($1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the personal property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent and other expenses, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such

sale or disposition of property.

27.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

27.06 Landlord and Tenant acknowledge and agree that notwithstanding the provisions of Section 27.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in Section 27.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

27.07 If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

27.08 All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE 28
ADDITIONAL PROVISIONS

28.01 Non-Discrimination

The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any Miami-Dade County property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, sex, age, color, national origin, or physical handicap, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

In the construction of any improvements on, or under such land, and in the furnishings of services thereon, no person on the grounds of race, sex, age, national origin, or physical handicap, shall be excluded from participation therein or be denied the

benefits accruing therefrom, or be otherwise subjected to discrimination.

Tenant agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status of domestic violence, dating or stalking.

28.02. Serious Injury or Death. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Landlord's Director of the Internal Services Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any friend or member of a person's family.

28.03 Security. Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, as well as the Premises, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord has or may have for any adjacent or nearby property owned by the Landlord is there to solely protect and secure the Landlord and its interest in such property. Tenant further acknowledges and agrees that the Landlord at any time may increase or decrease its security staff and/or equipment pertaining to any adjacent or nearby property owned by the Landlord without any prior notice or permission from or to Tenant.

28.04 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both Landlord and Tenant.

28.05 Headings. The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement, or any part(s) of this Agreement.

28.06 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns, except as may be otherwise provided herein.

28.07 Holidays. It is hereby agreed and declared that whenever the day on which a payment or performance is due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

28.08 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or any association between Landlord and Tenant, other than the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

28.09 Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

28.10 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

28.11 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

ARTICLE 29
GOVERNING LAW AND VENUE

29.01 This Agreement, including any exhibits, attachments, and/or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference, and shall be governed by and construed in accordance with the laws of the State of Florida.

29.02 The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

ARTICLE 30
WRITTEN AGREEMENT

30.01 The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and/or conditions in this Agreement may be added to, modified, superseded, or otherwise altered, except as may be authorized herein, or by a resolution approved by the Miami-Dade Board of County Commissioners.

THE REMAINDER OF THIS PAGE HAS
INTENTIONALLY BEEN LEFT BLANK
ONLY THE SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written, with full power and authority to execute such document.

VILLAGE OF PALMETTO BAY,
a municipal corporation,

_____
WITNESS

_____
Eugene Flinn
Mayor
(Tenant)

_____
WITNESS

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
Mayor
(Landlord)

Approved by the County Attorney as

to form and legal sufficiency _____

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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, RELATING TO THE 2024 DOLPHINS CHALLENGE CANCER (DCC) DIRECTLY SUPPORTING GROUND-BREAKING RESEARCH AT SYLVESTER COMPREHENSIVE CANCER CENTER; SUPPORTING VILLAGE EMPLOYEE YVONNE PICADO TO REPRESENT THE VILLAGE OF PALMETTO BAY IN THE 39-MILE BICYCLING CHALLENGE TO BENEFIT THE CAUSE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-DCC-Yvonne

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE 2024 DOLPHINS CHALLENGE CANCER (DCC) DIRECTLY SUPPORTING GROUND-BREAKING RESEARCH AT SYLVESTER COMPREHENSIVE CANCER CENTER; SPONSORING VILLAGE EMPLOYEE YVONNE PICADO TO REPRESENT THE VILLAGE OF PALMETTO BAY IN THE 39-MILE BICYCLING CHALLENGE TO BENEFIT THE CAUSE IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Dolphins Challenge Cancer is a signature Miami Dolphins initiative and the #1 fundraising event in the NFL and 100% of all funds raised directly support ground-breaking research at Sylvester Comprehensive Cancer Center; and

WHEREAS, last year's event raised over $10.5M and brought together over 5,000 participants, including 397 survivors all focused on raising funds for patients, doctors, and researchers at Sylvester Comprehensive Cancer Center; and

WHEREAS, the 2024 Dolphin Cancer Challenge is a meaningful event aimed at raising awareness and funds for cancer research, aligning with our Village's values; and

WHEREAS, the Village of Palmetto Bay is committed to supporting charitable initiatives for the betterment of the community; and

WHEREAS, employee engagement in charitable activities positively impacts workplace morale and community relations; and

WHEREAS, Village employee Yvonne Picado from the Department of Public Services is well prepared and suitable for this challenge to represent the Village of Palmetto Bay proudly.

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

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

Section 2. The Village Council of the Village of Palmetto Bay hereby approves the sponsorship of Village employee Yvonne Picado from the Department of Public Services to represent the Village by participating in the 2024 Dolphin Cancer Challenge to join the fight to support the cause in the 39-mile bicycling challenge on Saturday, February 24, 2024.

Section 3. The Village of Palmetto Bay will cover the registration fees and any associated costs related to the employee's participation in the 2024 Dolphin Cancer Challenge in an amount not to exceed five hundred dollars ($500.00).

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

PASSED and **ADOPTED** this 5th day of February, 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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; PROCLAIMING "DOG GAMES AT DOG PARK" AND PROVIDING ACTIVITIES FOR DOGS AND RESIDENTS AT A SPECIAL EVENT AT PERRINE WAYSIDE DOG PARK DURING THE SPRING SEASON, 2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Dog Games at Dog Park-MM

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, PROCLAIMING "DOG GAMES AT DOG PARK" AND PROVIDING ACTIVITIES FOR DOGS AND RESIDENTS AT A SPECIAL EVENT AT PERRINE WAYSIDE DOG PARK DURING THE SPRING SEASON, 2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, The Village of Palmetto Bay's Perrine Wayside Dog Park (Dog Park) is ranked as one of the top dog parks in the Miami area by Yelp, The Dog People, Rover, Miami Pet Concierge, and A-Z Animals; and

WHEREAS, the Village Council wishes to celebrate the Village's famed Dog Park by sponsoring a special event for woman's and man's best friends and the residents who love them; and

WHEREAS, Dog Park provides facilities for a variety of dog-friendly events, such as: Fetching the toy in the lake; agility contests for small and large dogs on park equipment; and a Dog-Owner look-alike contest; and

WHEREAS, "Dog Games at Dog Park" builds community awareness of the highly regarded Village Park while offering opportunities for socializing and fun for residents and their furry companions.

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

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

Section 2. The Village Council directs the Village Manager to offer a "Dog Games at Dog Park" special event with activities and contests for dogs and residents during the Spring season, 2024.

PASSED and **ADOPTED** this 5th day of February, 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Andrea Candelaria, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO RESILIENCY; ADOPTING THE COMMUNITY RATING SYSTEM NATURAL FLOODPLAIN FUNCTIONS PLAN (NFP) ATTACHED AS EXHIBIT "A" AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*
SUGGESTED ACTION:	

ATTACHMENTS:

NFP Final Approval Memo.doc
NFP Final Reso.docx
Attachment A: Palmetto Bay Natural Floodplain Functions Plan-Revised.pdf

To: Honorable Mayor and Village Council

Date: February 5th, 2024

From: Andrea Candelaria, Sustainability & Resiliency Planner

Re: Natural Floodplain Functions Plan (NFP) Approval for CRS Program

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO RESILIENCY; ADOPTING THE COMMUNITY RATING SYSTEM NATURAL FLOODPLAIN FUNCTIONS PLAN (NFP) ATTACHED AS EXHIBIT "A" AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has prepared Natural Floodplain Functions Plan (NFP) to identify and protect threatened species and sensitive habitats, and better protect the people and property within the Village's floodplain. In order to support the Village's CRS program and increase the discount on their flood insurance premiums, the NFP, RLAA, and SDP were prepared in accordance with the planning process prescribed by FEMA and the Community Rating System (CRS) program. This program will help the Village in their continuance of lowering their Rank within the CRS Program to a Rank #5 which will provide a twenty-five percent (25%) discount to Village residents who live in the Special Flood Hazard Area (SFHA). The following program is described below.

The NFP is defined as a Natural Floodplain Functions Plan that identifies one or more rare, threatened, or endangered species and/or habitat within the Village's Special Flood Hazard Area (SFHA) shown on the FEMA Flood Insurance Rate Map (FIRM). It also provides strategies or projects for protecting the species and/or habitats. The identified species and strategies must be circulated to state and national experts for review. This plan will score up to 100 points.

RECOMMENDATION:

The Administration recommends that the Mayor and Village Council approve the Natural Floodplain Functions Plan (NFP).

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Village of Palmetto Bay Natural Floodplain Functions Plan (NFP)

RESOLUTION NO. 2024-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO RESILIENCY; ADOPTING THE COMMUNITY RATING SYSTEM NATURAL FLOODPLAIN FUNCTIONS PLAN (NFP) ATTACHED AS EXHIBIT "A" AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

WHEREAS, the Village of Palmetto Bay is a participant in FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) program; and

WHEREAS, the Village of Palmetto Bay is currently rated in the CRS program as a Classification seven (7) which provides for a fifteen percent (15%) reduction in insurance premiums annually for all flood insurance policies; and

WHEREAS, the Village of Palmetto Bay has prepared a Natural Floodplain Functions Plan (NFP) to identify and protect threatened species and sensitive habitats, and better protect the people and property within the Village's floodplain; and

WHEREAS, in order to support the Village's CRS program and increase the discount on their flood insurance premiums, the NFP was prepared in accordance with the planning process prescribed by FEMA and the CRS program; and

WHEREAS, the adoption of this plan will complete the planning process and support the Village's efforts to provide increased discounts on flood insurance premiums.

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

Section 1. That the Village of Palmetto Bay Natural Floodplain Functions Plan (NFP), attached as Exhibit "A" is hereby adopted.

Section 2. The Village Manager and staff shall coordinate efforts to upkeep and maintain these plans within the CRS & NFIP program.

Section 3. This Resolution shall become effective upon approval.

Attest:

PASSED and ADOPTED this 5th day of February 2024.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

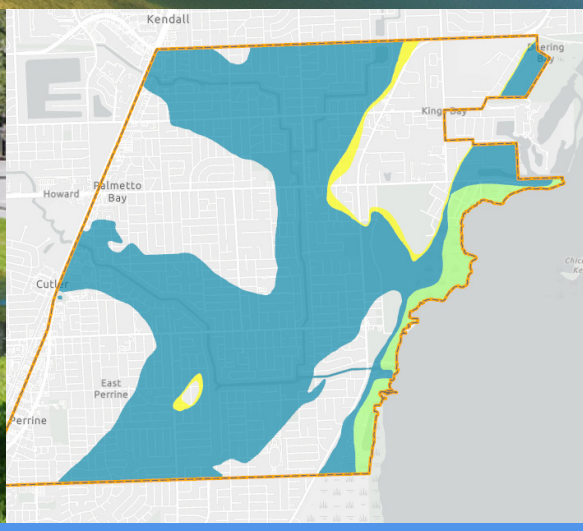
VILLAGE OF PALMETTO BAY, FL

Natural Floodplain Functions Plan









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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Floodplains are areas adjacent to rivers, ponds, and oceans that are periodically inundated through naturally occurring processes. Floodplains are hydrologically important, environmentally sensitive, and ecologically productive areas that perform many natural functions. Flood waters can carry nutrient-rich sediments that contribute to a fertile environment for vegetation. Floodplains are beneficial for wildlife by creating a variety of habitats for fish and other animals, plant species, etc. They also contain cultural and natural resources that are of great value to society. In addition, floodplains provide flood storage and conveyance, protect water quality, and recharge groundwater.

Understanding the importance of maintaining these natural functions of floodplain can lead to better approaches to floodplain management. The purpose of this plan is to identify the mapped floodplain areas in Palmetto Bay, understand their natural and beneficial resources and functions, and establish strategies to protect, preserve, and restore these resources and functions.

1.2 NATURAL FLOODPLAIN FUNCTIONS

Undeveloped floodplain land provides many beneficial natural resources and functions of considerable economic, social, and environmental value. These benefits include water resource functions that are part of or provide a benefit to the hydrologic cycles on the earth's surface and sub-surface, including flood and erosion control, water quality maintenance, and groundwater recharge, as well as biological resources, which benefit large and diverse populations of plants and animals, including biological productivity, and fish and wildlife habitats. These benefits are summarized in Table 1.1 and further detailed below.

Table 1.1 Benefits of Natural Floodplains

Water Resources	
Natural Flood and Erosion Control	Provide flood storage and conveyance Reduce flood velocities Reduce peak flows Reduce sedimentation
Water Quality Maintenance	Filter nutrients and impurities from runoff Process organic wastes Moderate temperature fluctuations
Groundwater Recharge	Promote infiltration and aquifer recharge Reduce frequency and duration of low surface flows Helps to reduce saltwater intrusion
Biological Resources	
Biological Productivity	Rich alluvial soils promote vegetative growth Maintain biodiversity Maintain integrity of ecosystems
Fish and Wildlife Habitats	Provide breeding and feeding grounds Create and enhance waterfowl habitat Protect habitats for rare and endangered species

Source: A Unified National Program for Floodplain Management, 1994

1.2.1 WATER RESOURCES

NATURAL FLOOD STORAGE AND EROSION CONTROL



Source: Village of Palmetto Bay

The characteristics of the floodplain and of flooding are essentially interdependent. Floods shape floodplain topography and soils and influence ecology. In turn, the physical characteristics of the floodplain shape flood flows. Floodplains provide a broad area to spread out and temporarily store stormwater from rain events. This reduces flood peaks and velocities and the potential for erosion. Flood storage is particularly important in urbanized areas where even small floods resulting from heavy rainstorms can cause severe flood damage. In their natural vegetated state, floodplains slow the rate at which the incoming overland flow reaches the main water body. Vegetation also reduces shoreline erosion. In coastal areas, beaches, bars, dunes, and wetlands act as natural barriers to dissipate waves and protect back-lying areas from flooding and erosion. In the Biscayne Bay, mangroves provide significant protection from waves and erosion.

WATER QUALITY MAINTENANCE

Floodplains serve important functions in protecting water quality. Water that runs off quickly over the surface, as over a barren floodplain, can carry with it large amounts of sediment and debris to the main water body. Vegetated floodplains have important filtering capabilities for slowing and intercepting surface-water runoff from higher dry land before the runoff reaches open water. As the runoff water passes through, the floodplains retain excess nutrients and some pollutants, and reduce sediment that would clog waterways and affect fish and amphibian egg development. Another example of water quality maintenance is the beneficial shading effect of riparian (streambank) vegetation, which helps to avoid temperature stress on natural biota. Natural floodplain systems can further serve to reduce or avoid the environmental and economic costs associated with wastewater treatment and water quality maintenance.



Biscayne Bay Aquatic Preserves
Source: Florida Department of Environmental Protection

GROUNDWATER RECHARGE

In addition to improving water quality through filtering, some floodplains maintain stream flow during dry periods, and many replenish groundwater. The slowing of runoff across the floodplain allows additional time for the runoff to infiltrate and recharge available groundwater aquifers, when there is unused storage capacity. The slowing of runoff provides the additional benefit of natural purification of water as local runoff or overbank floodwater infiltrates through the floodplain alluvium. Natural purification comes from filtration, ion exchange, adsorption, absorption, and aerobic and anaerobic biological action.

1.2.2 BIOLOGICAL RESOURCES

BIOLOGICAL PRODUCTIVITY

The nation's coastal and riverine floodplains support large and diverse populations of plants and animals. In addition, they provide habitat and critical sources of energy and nutrients for organisms in adjacent and downstream terrestrial and aquatic ecosystems. The wide variety of plants and animals supported directly or indirectly by floodplains constitutes an extremely valuable, renewable resource important to economic welfare, enjoyment, and physical well-being. The floodplain is biologically important because it is the place where land and water meet, and the elements of both terrestrial and aquatic ecosystems mix. Riparian floodplain ecosystems are distinct associations of soil, flora and fauna occurring along a river, stream, or other body of water and depend for survival upon high water tables and occasional flooding.

FISH AND WILDLIFE HABITATS

Due to the abundance of water and vegetation, floodplains provide wetland, riparian and other habitat (including shelter and food sources) for large and diverse populations of fish and wildlife species. More than one-third of the United States' threatened and endangered species live only in wetlands, and nearly half use wetlands at some point in their lives. Many other animals and plants depend on wetlands for survival.

Estuarine and marine fish and shellfish, various birds, and certain mammals must have coastal wetlands to survive. Most commercial and game fish breed and raise their young in coastal marshes and estuaries. Menhaden, flounder, sea trout, spot, croaker, and striped bass are among the more familiar fish that depend on coastal wetlands. Shrimp, oysters, clams, and blue and Dungeness crabs likewise need these wetlands for food, shelter, and breeding grounds.

For many animals and plants, like wood ducks, muskrat, cattails, and swamp rose, inland wetlands are the only places they can live. Beavers may actually create their own wetlands. For others, such as striped bass, peregrine falcon, otter, black bear, raccoon, and deer, wetlands provide important food, water, or shelter. Many of the U.S. breeding bird populations—including ducks, geese, woodpeckers, hawks, wading birds, and many song-birds—feed, nest, and raise their young in wetlands. Migratory waterfowl use coastal and inland wetlands as resting, feeding, breeding, or nesting grounds for at least part of the year. Indeed, an international agreement to protect wetlands of international importance was developed because some species of migratory birds are completely dependent on certain wetlands and would become extinct if those wetlands were destroyed.

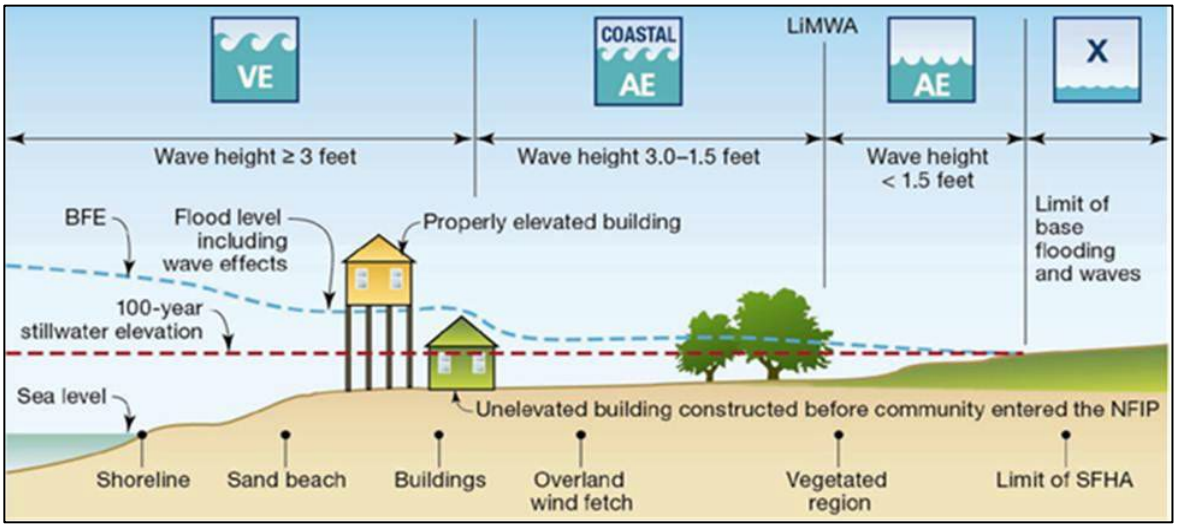
2 NATURAL RESOURCE INVENTORY

Palmetto Bay's floodplains are home to a variety of natural resources that are significant to the community and the surrounding region. The following sections summarize natural resources of interest in the Village of Palmetto Bay.

2.1 FLOODPLAINS

In its common usage, the floodplain most often refers to that area that is inundated by the "100-year flood," which is the flood that has a 1-percent chance in any given year of being equaled or exceeded. Palmetto Bay is primarily susceptible to coastal flooding, which occurs due to high tides, tidal waves, storm surge, or heavy rains in combination with these other sources. In these areas, flood hazards typically include the added risk of wave action. Wave height and intensity decreases as floodwaters move inland. Figure 2.1 shows the typical coastal floodplain.

Figure 2.1 Characteristics of a Coastal Floodplain



Source: FEMA

Palmetto Bay can also experience overbank flooding along the drainage canal system. Floodplains along the canal system more closely resemble a riverine floodplain, in which the floodplain is flat or nearly flat land adjacent to the channel, shown in Figure 2.2.

Figure 2.2 Characteristics of a Riverine Floodplain

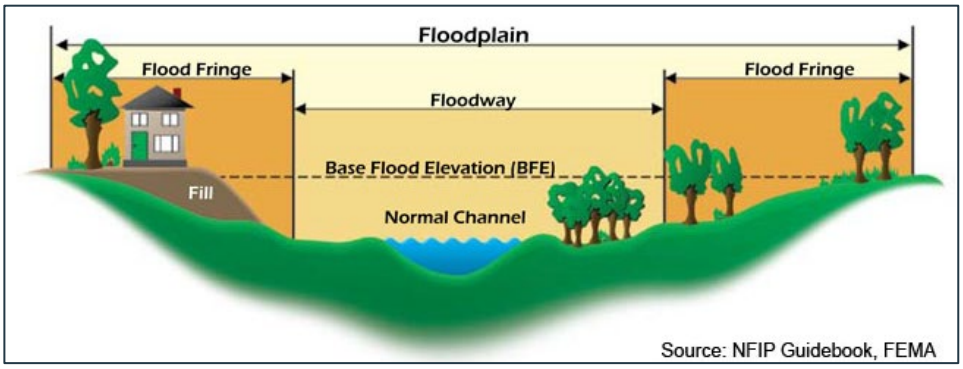
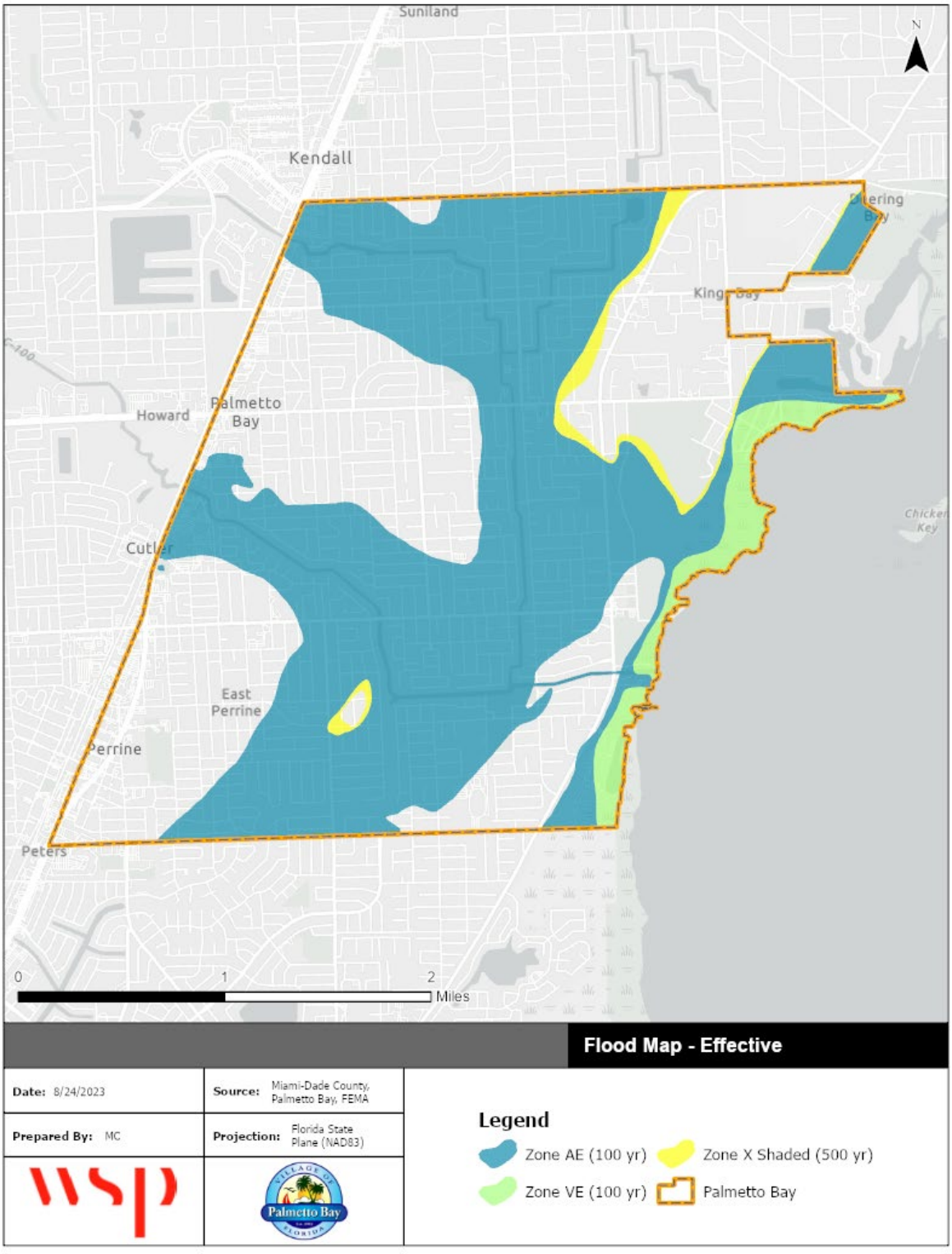


Figure 2.3 shows the location of the mapped floodplain throughout Palmetto Bay as defined by the Flood Insurance Study and associated Flood Insurance Rate Maps created by FEMA and published as Effective for flood insurance and floodplain management purposes in September 2009.

Figure 2.3 Flood Hazard Areas



Zone VE and Zone AE comprise the 1%-annual-chance floodplain in Palmetto Bay. Zone X Shaded indicates the 0.2%-annual-chance floodplain. Table 2.1 summarizes the flood zone acreage in Palmetto Bay. Zone X Unshaded comprises all remaining areas outside of Zone VE, Zone AE, and Zone X Shaded and is not considered to be part of the floodplain, although some flood risk does exist in these areas.

Table 2.1 Flood Zone Acreage in Palmetto Bay

FLOOD ZONE	ACREAGE
Zone VE	195.9
Zone AE	2,769.8
Zone X Shaded	84.8
Zone X Unshaded	2,343.2
Total 1%-Annual-Chance Floodplain	**2,965.7**

Source: 2009 Effective FIRM

For the purposes of this plan, the 1%-annual-chance floodplain is the area of focus for the identification, evaluation, and preservation of natural resources and functions.

2.2 WETLANDS

The benefits of wetlands are hard to overestimate. They provide critical habitat for many plant and animal species that could not survive in other habitats. They are also critical for water management as they absorb and store vast quantities of storm water, helping reduce floods and recharge aquifers. Not only do wetlands store water like sponges, they also filter and clean water as well, absorbing toxins and other pollutants. Wetlands are often found in floodplains and topographically depressed areas of a watershed.

Miami-Dade County is home to both freshwater and coastal wetlands. Freshwater wetlands include marshes and swamps. Marshes are dominated by herbaceous plants rooted in shallow water that remains at or above ground level for most of the year; marshes typically have a short dry season. Swamps are wetland forests. The Everglades, which are freshwater marshes, are the largest of the region's freshwater wetlands. Most of the aquatic life found in Florida's marshes are of temperate North American origin and the birds are of both temperate and tropical origin.

Coastal, or saltwater, wetlands consist of salt marshes and mangrove swamps. These habitats fuel both terrestrial and aquatic food chains. Coastal wetlands contribute to water quality by removing excess nutrients and pollutants that originated in the uplands before they reach the estuary. Wetlands also offer important habitat for a wide variety of organisms that rely on the area as a nursery ground, and they provide protection against coastal erosion.

Palmetto Bay primarily contains coastal estuarine and marine wetlands along the Biscayne Bay. There are also a few emerging areas of freshwater forested and shrub wetland. Table 2.2 below summarizes the acreage of wetlands in Palmetto Bay.

Table 2.2 Wetlands in Palmetto Bay

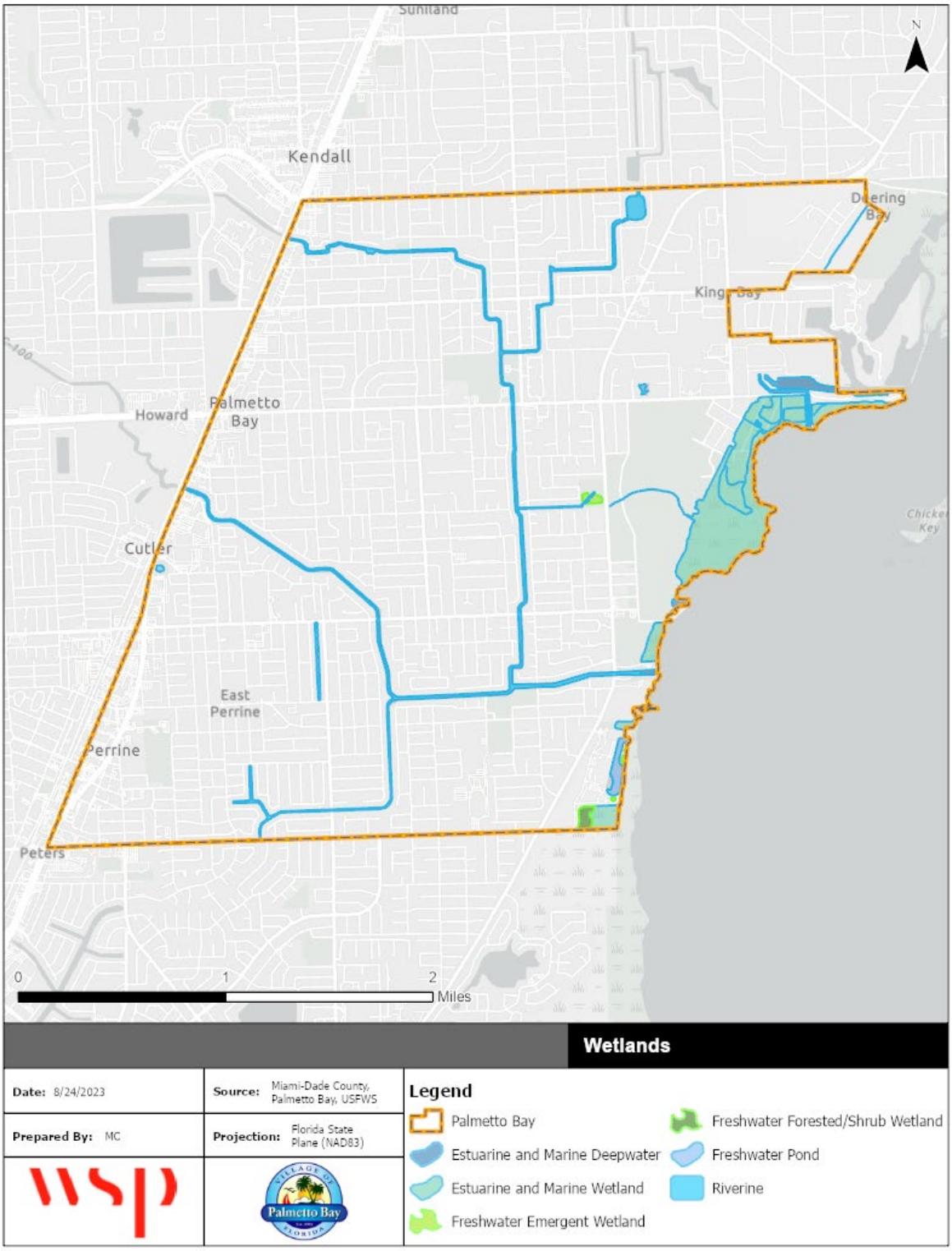
WETLAND TYPE	ACREAGE
Estuarine and Marine Deepwater	17.75
Estuarine and Marine Wetland	174.37
Freshwater Emergent Wetland	2.89
Freshwater Forested/Shrub Wetland	4.55
Freshwater Pond	11.45
Riverine	73.49
Total	**284.51**

Source: US Fish & Wildlife Service National Wetlands Inventory, August 2023

Nearly all the wetland acreage in Palmetto Bay falls within the mapped 1%-annual-chance floodplain. Only 0.63 acres of estuarine and marine wetland and riverine area is in the 0.2%-annual-chance floodplain and another 1.2 acres of freshwater pond and riverine areas are in the unshaded Zone X.

Figure 2.4 shows the location of wetlands, which largely mirror the identified canals and waterbodies, discussed below.

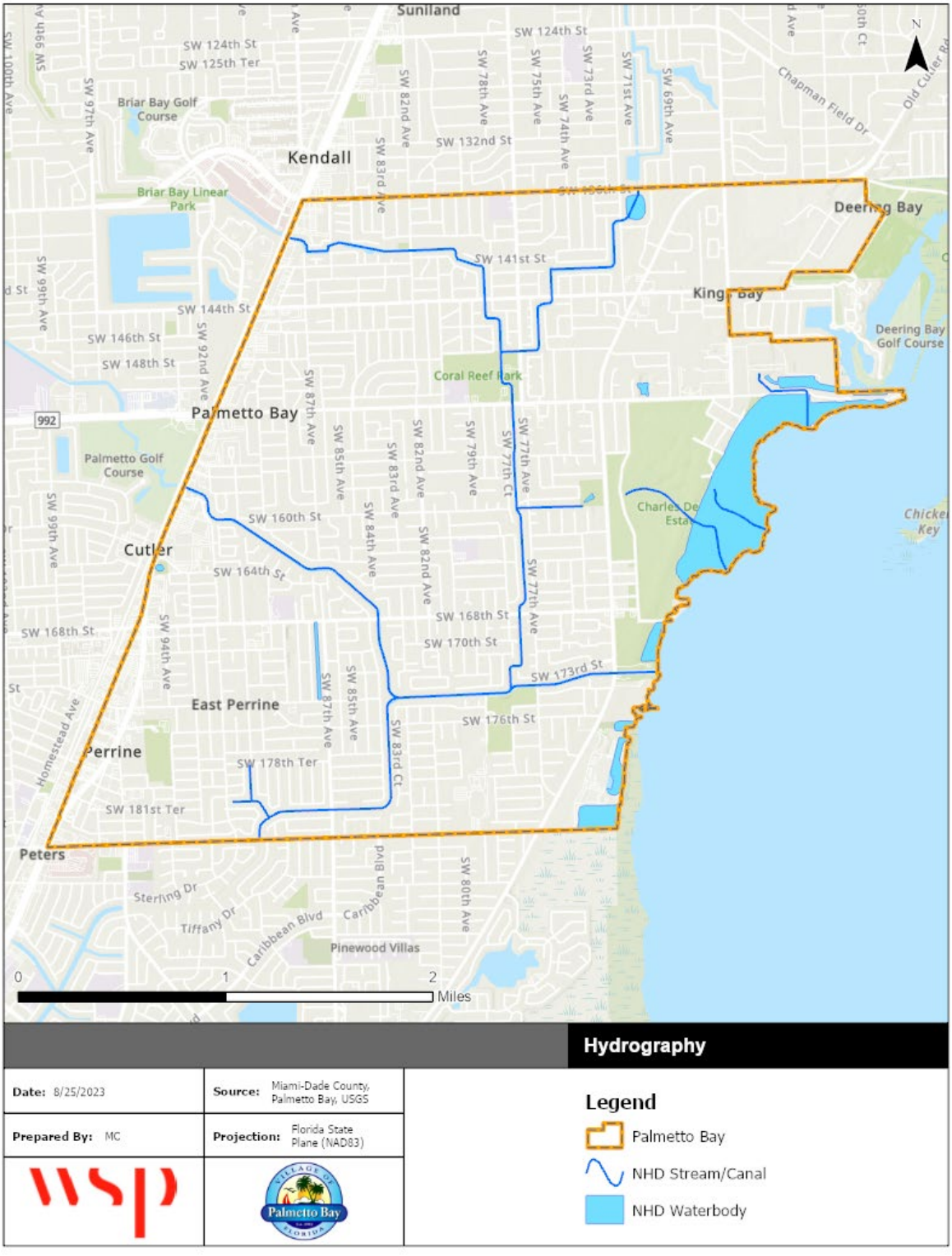
Figure 2.4 Wetlands



2.3 WATER FEATURES

The primary water features in Palmetto Bay are the South Florida Water Management District (SFWMD) canals as well as secondary canals, drainage ponds, and coastal marsh along Biscayne Bay. Due to channelization and creation of canals, there are no natural streams in Palmetto Bay.

Figure 2.5 Water Features



2.3.1 CANALS

The canal system serves an important flood control purpose for Palmetto Bay. The primary canals, which include the C-100, C-100A, and C-100C, are managed and maintained by the SFWMD. Smaller secondary canals are maintained by the Village. To prevent erosion and support flood control functions, maintenance activities include inspection and removal of encroachments and blockages.

From 2017 through 2020, SFWMD completed a vegetation removal project along the C-100A Canal to remove hazardous and exotic trees within the canal right-of-way in Palmetto Bay. The photos below show an example of this completed maintenance.



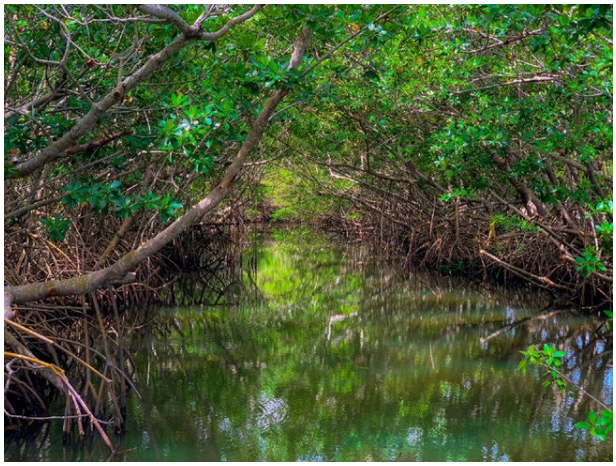
Source: South Florida Water Management District

As part of this effort, the SFWMD also conducted outreach to affected property owners. Included in this outreach was messaging encouraging property owners to apply for permits from SFWMD to complete private bank stabilization work to reduce potential future erosion. Palmetto Bay also conducts annual and ongoing outreach regarding natural floodplain functions and the importance of maintaining canal drainage and preventing dumping and blockages in canals throughout the Village.

2.3.2 BISCAYNE BAY

Palmetto Bay is situated on the coast of the Biscayne Bay, most of which is protected as part of the Biscayne Bay Aquatic Preserves (BBAP) and Biscayne National Park. Biscayne Bay is the largest estuary in Florida and the only large, subtropical, protected bay in the continental U.S. Per the BBAP, it contains numerous natural communities—including seagrass beds, mangrove swamps, salt marshes, consolidated and unconsolidated substrates, sponge beds, algal beds, and worm reefs—as well as native species—including more than 500 species of fish and 800 species of invertebrates.

Biscayne Bay is vulnerable to invasive species due to its location in a transitional zone between temperate and tropical climates. Invasive species found in Biscayne Bay include Australian pine, Brazilian pepper, red lionfish, and several mollusk species.



Mangrove swamp in Biscayne Bay
Source: National Park Service

2.4 PARKS AND GREENWAYS



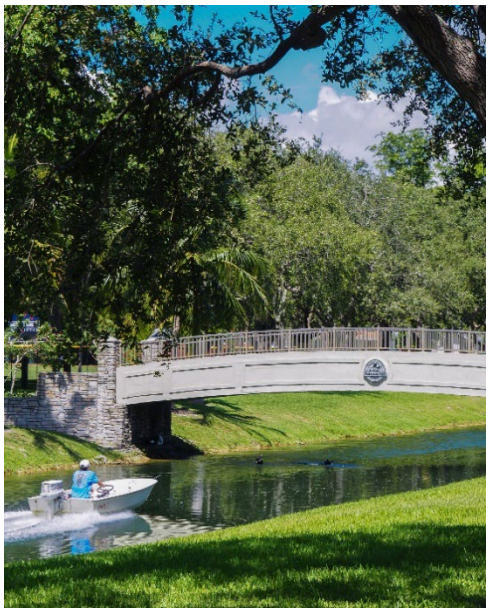
Source: Village of Palmetto Bay

The Village of Palmetto Bay maintains and operates seven parks and recreation facilities. Additionally, there are two independently operated nature preserves within Palmetto Bay as well as parks and greenways maintained by Miami-Dade County. A small portion of Biscayne National Park, which is managed by the National Park Service, is also located in and adjacent to Palmetto Bay. Palmetto Bay is also directly adjacent to the Chapman Field Park, which is maintained by Miami-Dade County.

Several of the parks in the Village provide for the preservation of open space and natural areas, including Coral Reef Park, Ludovici Park, The Woods, Deering Estate, Bill Sadowski Park, and Biscayne National Park. Additionally, Deering Estate is located on Palmetto Bay's waterfront, which can serve to protect the Village from coastal flood hazards.

There are also two greenways in and adjacent to Palmetto Bay: Old Cutler Bike Path runs 11 miles along Old Cutler Road through Palmetto Bay from the Commodore Trail in Pinecrest to the Biscayne Trail and beyond in Cutler Bay. This greenway passes near Coral Reef Park, the Deering Estate, Thalatta Park, and Bill Sadowski Park. Another greenway runs along Route 1 on the western edge of Palmetto Bay.

Table 2.3 on the following page summarizes the park resources within Palmetto Bay and Figure 2.6 shows the location of park facilities in and adjacent to Palmetto Bay. Currently, there are approximately 562 acres of park space in Palmetto Bay, of which 362 acres are in the 1%-annual-chance floodplain. Of the total amount of floodplain acreage in Palmetto Bay, around 7% falls within the identified parks and open space.


Coral Reef Park
Source: Village of Palmetto Bay

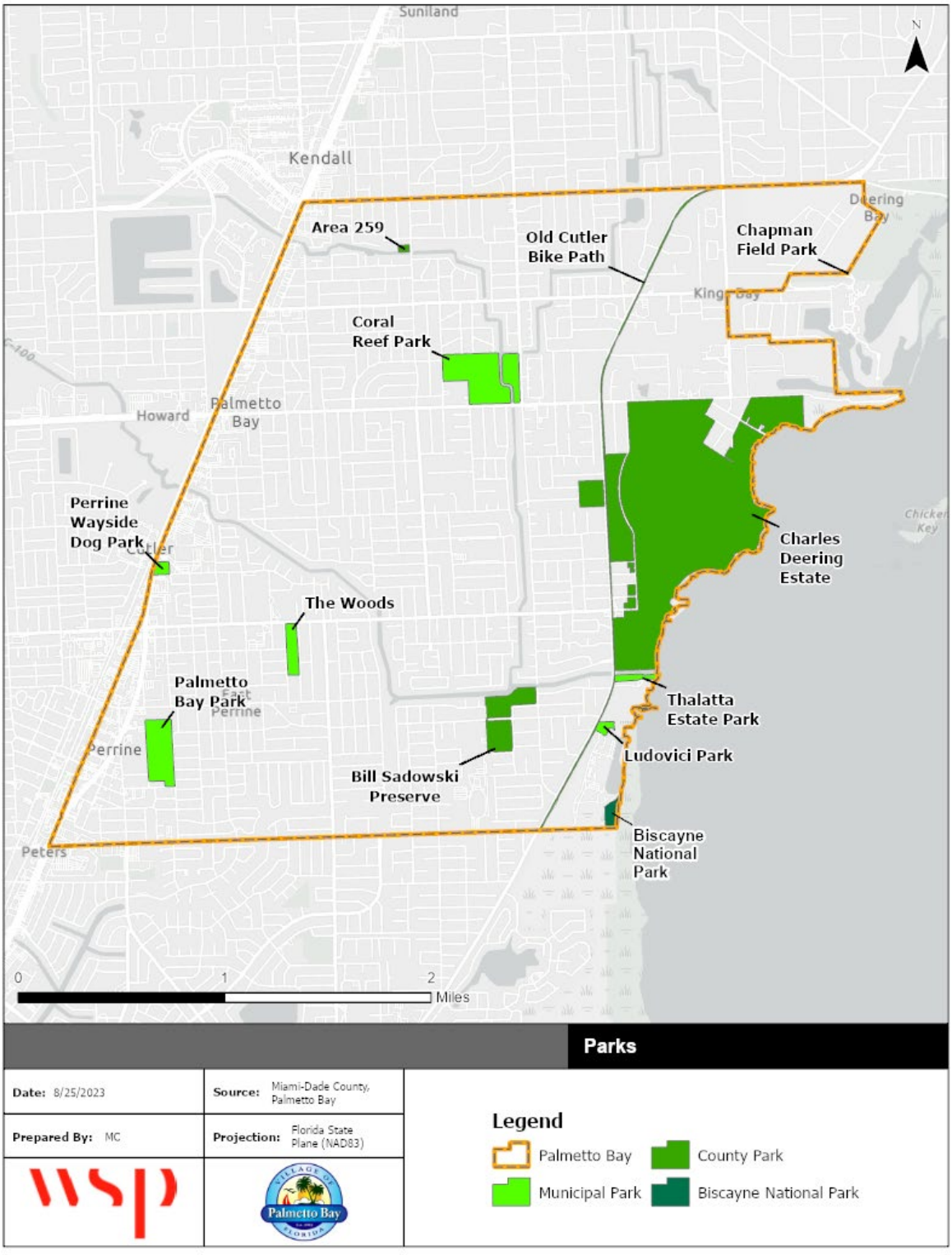

Thalatta Estate waterfront at Biscayne Bay
Source: Village of Palmetto Bay

Table 2.3 Park and Greenway Facilities in Palmetto Bay

PARK	TYPE	OWNERSHIP/ MAINTENANCE	ACREAGE IN PALMETTO BAY	INCULDES FLOODPLAIN	DESCRIPTION
Coral Reef Park	Community Park	Village of Palmetto Bay	45.94	Yes	Passive nature with walking paths through pinelands preserve on the eastern side of the park and athletic facilities and playground space on the western side of the park.
Ludovici Park	Specialty Park Facility	Village of Palmetto Bay	2.61	Yes	Specialty park facility with a community room and amphitheater attached to the Palmetto Bay Branch Library, a great lawn, and natural vegetated area.
Palmetto Bay Park	Community Park	Village of Palmetto Bay	24.86	No	Multiple athletic facilities, playgrounds, a recreation room, skate park, picnic pavilions, and walking paths.
Perrine Community House	Specialty Park Facility	Village of Palmetto Bay	0.33	No	Speciality park with a community rental facility predominantly used as a meeting space for small village events.
Perrine Wayside Dog Park	Neighborhood Park	Village of Palmetto Bay	2.68	Yes	Natural lake water feature surrounded by densely planted tree canopy with off-leash dog areas and walking paths.
Thalatta Estate Park	Specialty Park Facility	Village of Palmetto Bay	3.79	Yes	Mediterranean two-story vintage residence and classic gardens with paths and landscaping.
The Woods	Passive Park	Village of Palmetto Bay	8.76	Yes	Unimproved natural area
Deering Estate	Nature Preserve	Deering Estate Foundation	428.97	Yes	Estate with coastal hammock, mangrove forests, salt marshes, and hiking trails
Bill Sadowski Park	Nature Preserve	Miami-Dade County	26.01	Yes	Hardwood hammocks, pinelands, and drained Everglades slough with nature trails
Area 259	Greenway/Park	Miami-Dade County	1.17	Yes	Fishing access point
Old Cutler Bike Path	Greenway	Miami-Dade County	12.05	Yes	Greenway and bike path along Old Cutler Trail.
Biscayne National Park	National Park	National Park Service	5.36	Yes	Biscayne National Park contains coastal mangroves, shallow waters of Biscayne Bay, and offshore coral reefs.

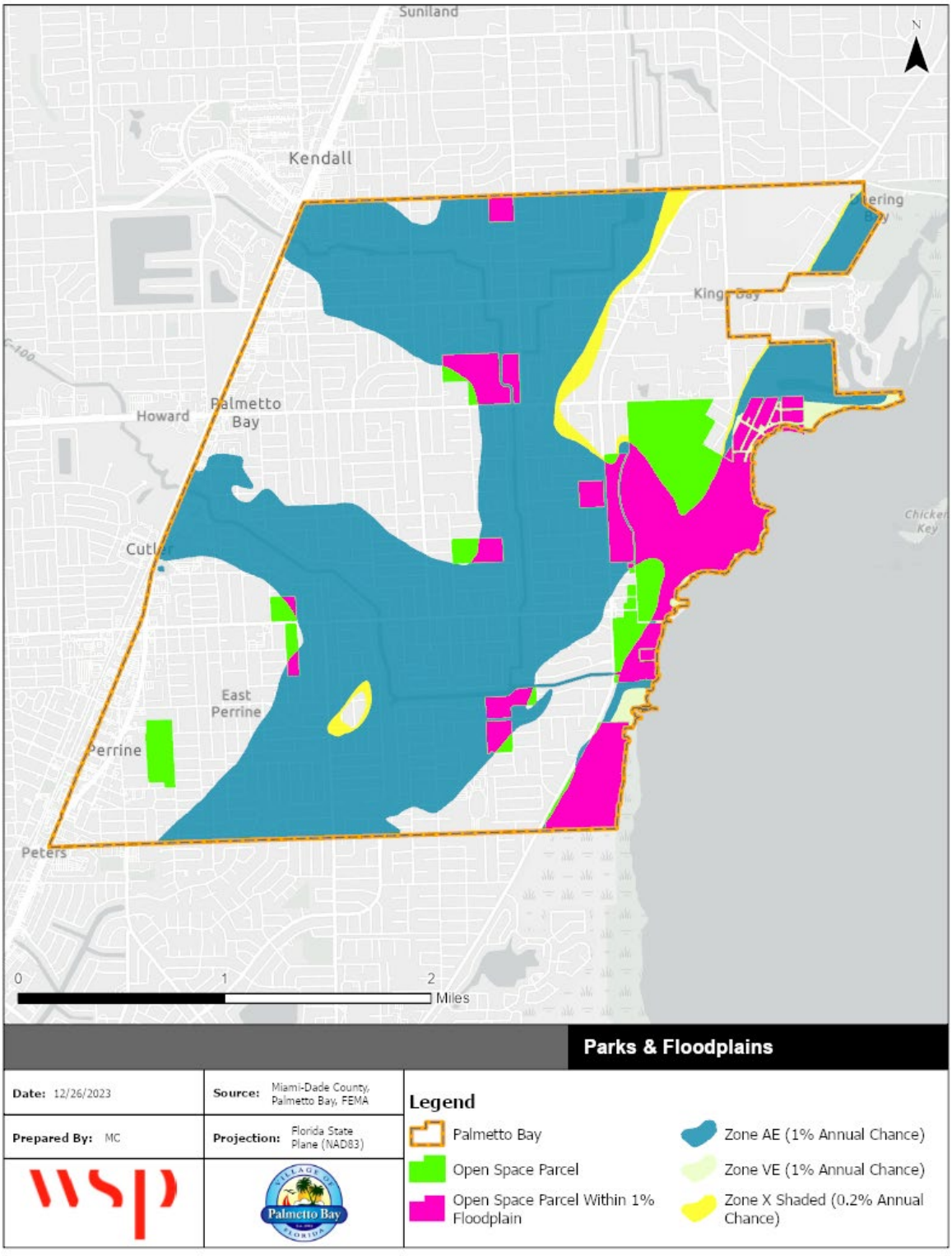
Sources: Village of Palmetto Bay 2023 Parks Master Plan; Village of Palmetto Bay; Miami Dade County Park and Recreation Department

Figure 2.6 Parks and Greenways In and Adjacent to Palmetto Bay



In addition to designated parks, the Village has identified several other open space parcels that are publicly owned, undeveloped, and located at least partially within the SFHA, including school properties and other protected areas. Parcels identified in the Village's CRS Activity 420 Open Space Preservation are shown in Figure 2.7 in relation to the SFHA. Areas of open space within the SFHA are indicated in pink.

Figure 2.7 Open Space Parcels in Relation to Mapped Floodplains



In addition to existing parks and open space, the Village has identified two publicly owned sites that are currently vacant and could be used to construct pocket parks. One is located at SW 159th Avenue and SW 89th Street and the other is located at SW 140th Street and Palmetto Road; both sites are located in the 1%-annual-chance floodplain. Depending on the plans for park development, these sites present an opportunity for additional open space preservation in flood prone areas.

Parks provide open space that supports stormwater infiltration and groundwater recharge, which support both flood reduction and water quality improvement. Parks can also provide biological resources, serving as habitat to native plants and animals. Additionally, trails and greenways can positively impact individuals and improve communities by providing not only recreation and transportation opportunities, but also by influencing economic and community development.

2.5 THREATENED & ENDANGERED SPECIES

According to the U.S. Fish & Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool, there are 39 endangered species that may be found within Palmetto Bay. The USFWS IPaC does not provide specific locations for these species or their habitats but indicates that they may be found in Palmetto Bay and are protected anywhere they are found. FEMA's Flood Risk and Endangered Species Habitat (FRESH) Map lists 45 threatened or endangered species found in or near Palmetto Bay, including 11 species not identified by IPaC. These 49 total species are listed in Table 2.4 along with their federal status and listing agency.

Table 2.4 Threatened and Endangered Species Potentially Located in Palmetto Bay

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS	LISTING AGENCY
Mammals			
Florida Bonneted Bat	*Eumops floridanus*	Endangered	FWS
Florida Panther	*Puma (=Felis) concolor coryi*	Endangered	FWS
Gray Bat	Myotis grisescens	Endangered	FWS
Puma (Mountain Lion)	*Puma (=Felis) concolor (all subsp. except coryi)*	Similarity of Appearance (Threatened)	FWS
West Indian Manatee	*Trichechus manatus*	Threatened	FWS
Birds			
Bachman's Warbler	*Vermivora bachmanii*	Endangered	FWS
Cape Sable Seaside Sparrow	Ammodramus maritimus mirabilis	Endangered	FWS
Eastern Black Rail	*Laterallus jamaicensis ssp. jamaicensis*	Threatened	FWS
Everglade Snail Kite	Rostrhamus sociabilis plumbeus	Endangered	FWS
Florida Grasshopper Sparrow	Ammodramus savannarum floridanus	Endangered	FWS
Piping Plover	Charadrius melodus	Endangered	FWS
Red-cockaded woodpecker	Picoides borealis	Endangered	FWS
Red knot	Calidris canutus rufa	Threatened	FWS
Wood Stork	*Mycteria americana*	Threatened	FWS
Reptiles			
American Alligator	*Alligator mississippiensis*	Similarity of Appearance (Threatened)	FWS
American Crocodile	*Crocodylus acutus*	Threatened	FWS
Eastern Indigo Snake	*Drymarchon corais couperi*	Threatened	FWS
Green Sea Turtle	*Chelonia mydas*	Threatened	FWS & NMFS
Hawksbill Sea Turtle	*Eretmochelys imbricata*	Endangered	FWS & NMFS
Leatherback Sea Turtle	*Dermochelys coriacea*	Endangered	FWS & NMFS
Loggerhead Sea Turtle	*Caretta caretta*	Threatened	FWS & NMFS

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS	LISTING AGENCY
Fishes			
Gulf Sturgeon	*Acipenser oxyrinchus (=oxyrhynchus) desotoi*	Threatened	FWS & NMFS
Mollusks			
Stock Island Tree Snail	Orthalicus reses (not incl. nesodryas)	Threatened	FWS
Insects			
Bartram's Hairstreak Butterfly	*Strymon acis bartrami*	Endangered	FWS
Florida Leafwing Butterfly	*Anaea troglodyta floridalis*	Endangered	FWS
Miami Blue Butterfly	*Cyclargus (=Hemiargus) thomasi bethunebakeri*	Endangered	FWS
Miami Tiger Beetle	*Cicindelidia floridana*	Endangered	FWS
Monarch Butterfly	*Danaus plexippus*	Candidate	FWS
Schaus Swallowtail Butterfly	*Heraclides aristodemus ponceanus*	Endangered	FWS
Flowering Plants			
American Chaffseed	Schwalbea americana	Endangered	FWS
Beach Jacquemontia	*Jacquemontia reclinata*	Endangered	FWS
Blodgett's Silverbush	*Argythamnia blodgettii*	Threatened	FWS
Cape Sable Thoroughwort	*Chromolaena frustrata*	Endangered	FWS
Carter's Mustard	*Warea carteri*	Endangered	FWS
Carter's Small-Flowered Flax	*Linum carteri carteri*	Endangered	FWS
Crenulate Lead-Plant	*Amorpha crenulata*	Endangered	FWS
Deltoid Spurge	*Chamaesyce deltoidea ssp. deltoidea*	Endangered	FWS
Everglades Bully	*Sideroxylon reclinatum ssp. austrofloridense*	Threatened	FWS
Florida Brickell-Bush	*Brickellia mosieri*	Endangered	FWS
Florida Pineland Crabgrass	*Digitaria pauciflora*	Threatened	FWS
Florida Prairie-Clover	*Dalea carthagenensis floridana*	Endangered	FWS
Florida Semaphore Cactus	*Consolea corallicola*	Endangered	FWS
Garber's Spurge	*Chamaesyce garberi*	Threatened	FWS
Okeechobee gourd	Cucurbita okeechobeensis ssp. okeechobeensis	Endangered	FWS
Pineland Sandmat	*Chamaesyce deltoidea pinetorum*	Threatened	FWS
Sand Flax	*Linum arenicola*	Endangered	FWS
Small's Milkpea	*Galactia smallii*	Endangered	FWS
Tiny Polygala	*Polygala smallii*	Endangered	FWS
Ferns and Allies			
Florida Bristle Fern	*Trichomanes punctatum ssp. floridanum*	Endangered	FWS

Source: USFWS IPaC; FEMA FRESH Map

The FEMA FRESH Map was used to evaluate the ranges of all species with available data. However, all evaluated species ranges were at least county-wide, with many extending to a much larger region. Because all species ranges overlap with the entire area of Palmetto Bay, mapping and analysis of the

overlap of species ranges with the Village's floodplain and open space was not completed. The Village relied on critical habitat data, discussed in Section 2.6, to identify priority species and evaluate opportunities for species conservation. However, input from Tropical Audubon Society indicated that several butterfly species, the American crocodile, and the Wood Stork do occur in Palmetto Bay and could benefit from floodplain and habitat preservation recommendations noted in Section 3.

2.6 CRITICAL HABITATS

Per the USFWS IPaC tool, the Village of Palmetto Bay also includes the critical habitat of six species, listed in Table 2.5.

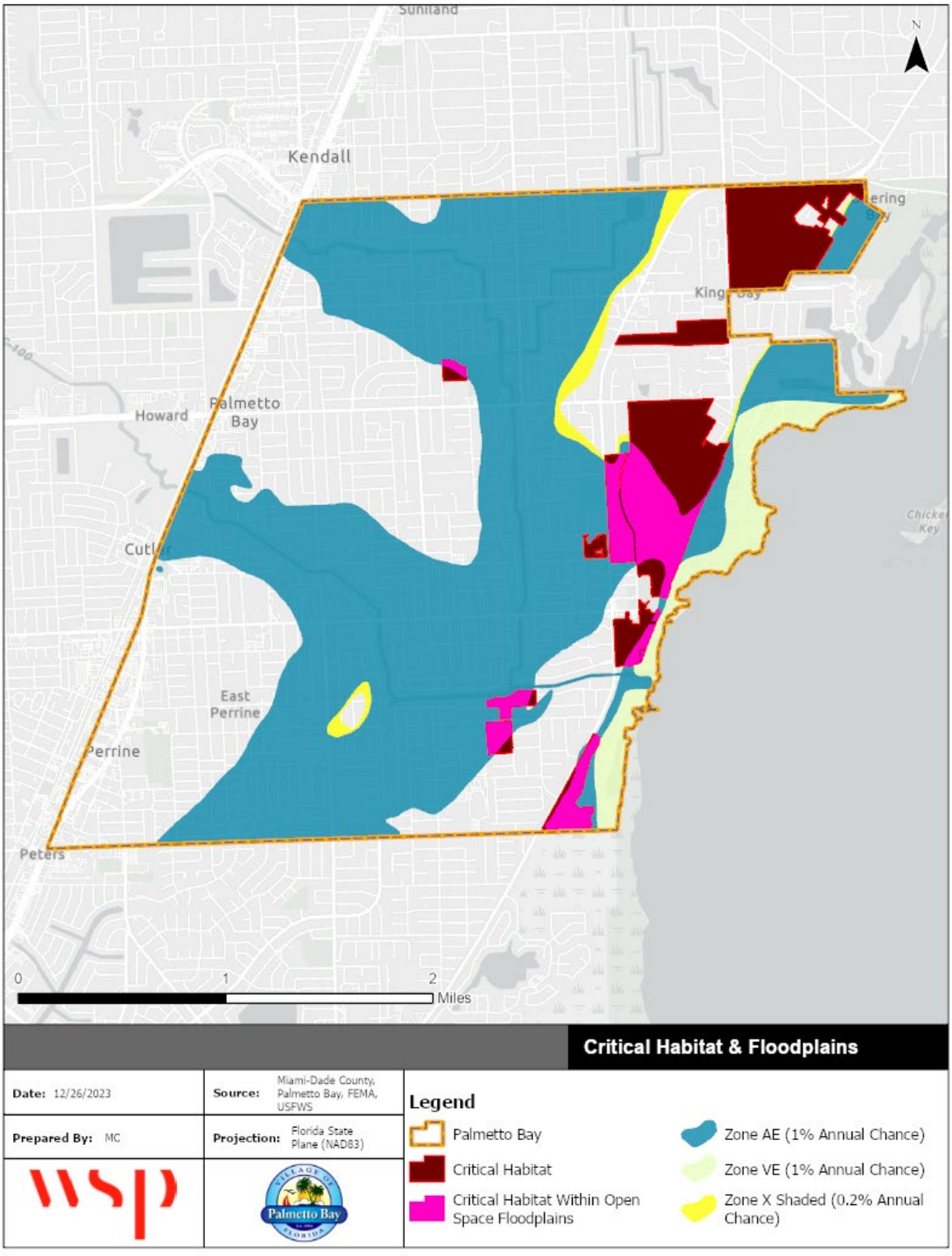
Table 2.5 Critical Habitat Located in Palmetto Bay

COMMON NAME	SCIENTIFIC NAME	HABITAT DELINEATION TYPE
Carter's Small-Flowered Flax	*Linum carteri carteri*	Final
Florida Bonneted Bat	*Eumops floridanus*	Proposed
Florida Brickell-Bush	*Brickellia mosieri*	Final
Florida Bristle Fern	*Trichomanes punctatum ssp. floridanum*	Final
Miami Tiger Beetle	*Cicindelidia floridana*	Final
Rim Rock Crowned Snake	*Tantilla oolitica*	Proposed (Critical habitat only)

Source: USFWS IPaC

Habitat areas are spatially delineated by USFWS. These areas were evaluated relative to the mapped floodplain in the Village to understand where floodplains serve as critical habitat and how these habitat areas can be preserved. The extent of critical habitats within Palmetto Bay are shown in relation to the floodplain in Figure 2.8. The extent of critical habitats for specific species are discussed in more detail below.

Figure 2.8 Critical Habitat Areas Within Open Space Parcels in the SFHA



2.6.1 FLORIDA BONNETED BAT

According to the National Park Service, the Florida bonneted bat is a non-migratory bat that uses forests, wetlands, and other natural habitats and roosts in cliff crevices, tree cavities, and buildings. It is present in both rural and urban areas. The Florida Fish and Wildlife Conservation Commission

(FWC) states that bonneted bats have been found foraging in a variety of habitats including semitropical forests with tropical hardwood, pineland, and mangrove habitats as well as man-made areas such as golf courses and neighborhoods. Areas of critical habitat for the Florida bonneted bat are shown in relation to the mapped floodplain in Figure 2.9.

The Florida bonneted bat has a very limited range and low numbers and is vulnerable to habitat loss, degradation, and modification from human development activities. Climate change and sea level rise are expected to result in additional habitat loss, including loss of roost sites and foraging habitat.



Source: Florida Fish & Wildlife Conservation Commission

2.6.2 MIAMI TIGER BEETLE

The Miami tiger beetle is one of the smallest beetles in the U.S. and is only found in small sand pockets of the pine rocklands ecosystem in Miami-Dade County. Areas of critical habitat for the Miami tiger beetle are shown in relation to the floodplain in Figure 2.10.



Source: Center for Biological Diversity

Habitat loss and degradation are the main threats facing the Miami tiger beetle. The USFWS estimates that 98% of historical pine rocklands in Miami-Dade County outside of the Everglades are gone, and habitat loss is expected to continue due to inadequate habitat management, development, encroaching vegetation, and the effects of climate change. The Miami tiger beetle has very limited dispersal capabilities, so preserving existing habitat and providing adjacent areas for dispersal are essential to the species' survival.

2.6.3 RIM ROCK CROWNED SNAKE

Though not included in the list of local endangered species provided by the USFWS IPaC tool, the Rim Rock crowned snake is State-designated as threatened, and the USFWS identifies areas of critical habitat within Palmetto Bay. These critical habitat areas are shown in relation to the mapped floodplain in Figure 2.11.

According to the Florida Fish and Wildlife Conservation Commission, the Rim Rock crowned snake inhabits pine rockland and tropical hardwood hammocks near fresh water. They can be found in holes and depressions in limestone as well as in rotten logs and under rocks.



Source: Florida Museum, photo by Dustin Smith

The main threat to the Rim Rock crowned snake is fragmentation of their habitat. Climate change impacts, including sea level rise and associated saltwater intrusion, also threatened the Rim Rock crowned snake and its habitat.

2.6.4 CARTER'S SMALL-FLOWERED FLAX AND FLORIDA BRICKELL-BUSH

The Carter's small-flowered flax and the Florida brickell-bush are found in pine rockland habitats. Specifically, the Carter's small-flowered flax has significant populations at the Deering Estate and the USDA Chapman Field Station. The Fl orida brickell-bush grows in low-nutrient substances such as sand and organic material found in limestone crevices. Areas of critical habitat for these species are shown in relation to the floodplain in Figure 2.12.



Source: Center for Biological Diversity

2.6.5 FLORIDA BRISTLE FERN

The Florida bristle fern is found in rockland hammocks in Miami-Dade County. Specifically, it inhabits forest hammock habitat with dense cover, moisture, stable ranges of high humidity and temperature, and intact hydrology where it anchors in exposed limestone substrate. Its critical habitat areas are shown in relation to the floodplain in Figure 2.13.



Source: U.S. Fish and Wildlife Service Southeast Region, photo by Keith Bradley

Figure 2.9 Florida Bonneted Bat Critical Habitat and Open Space in the SFHA

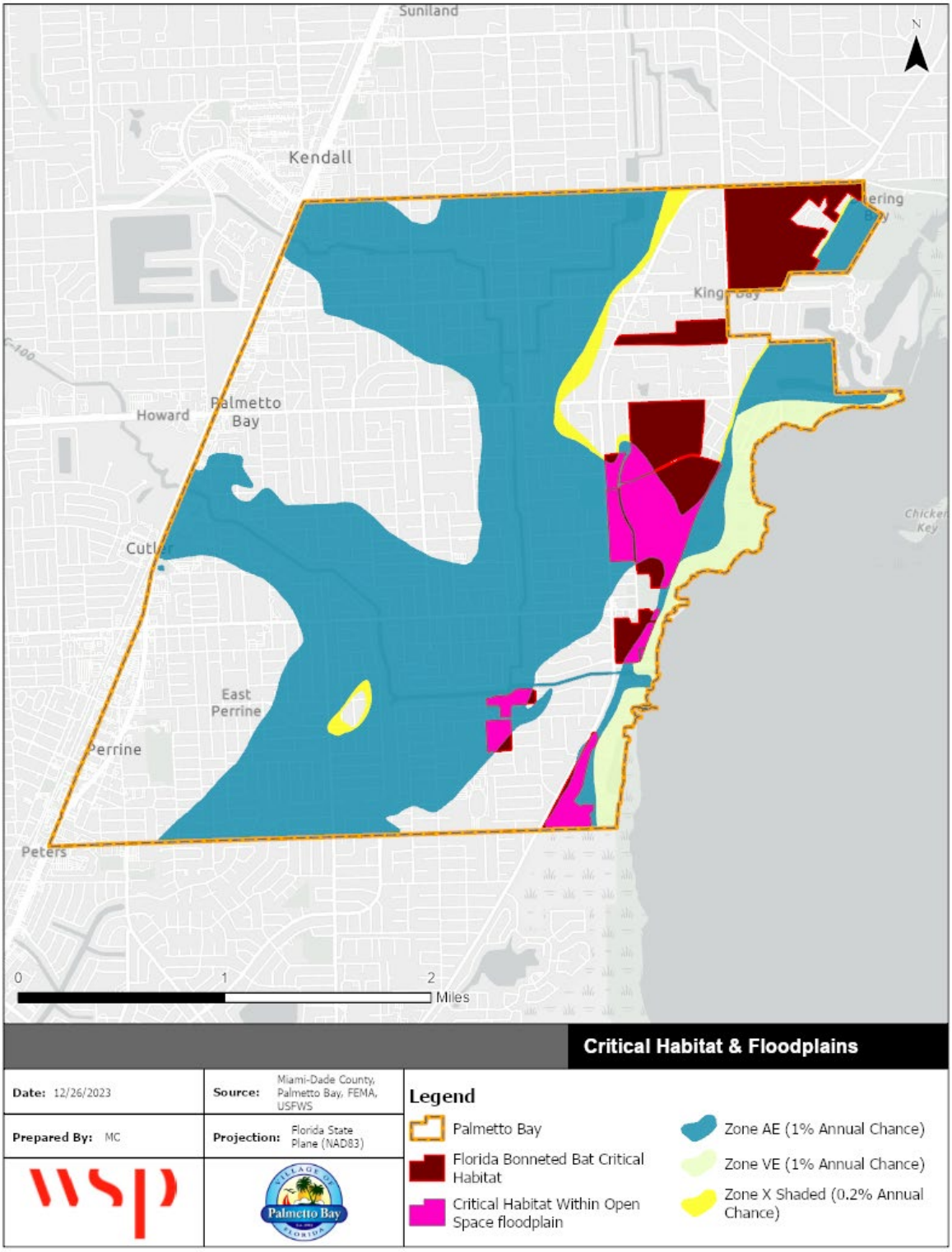


Figure 2.10 Miami Tiger Beetle Critical Habitat and Open Space in the SFHA

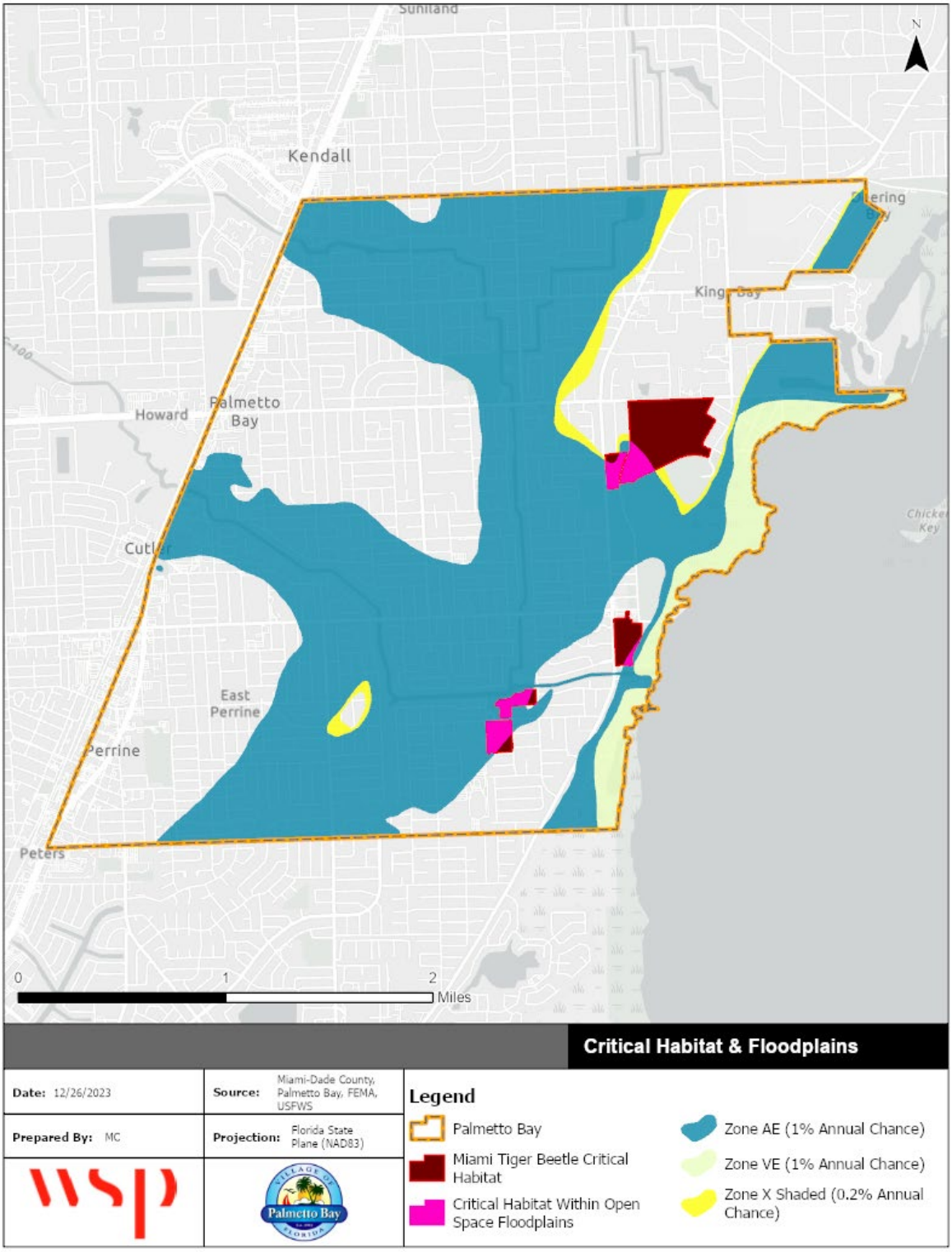


Figure 2.11 Rim Rock Crowned Snake Critical Habitat and Open Space in the SFHA

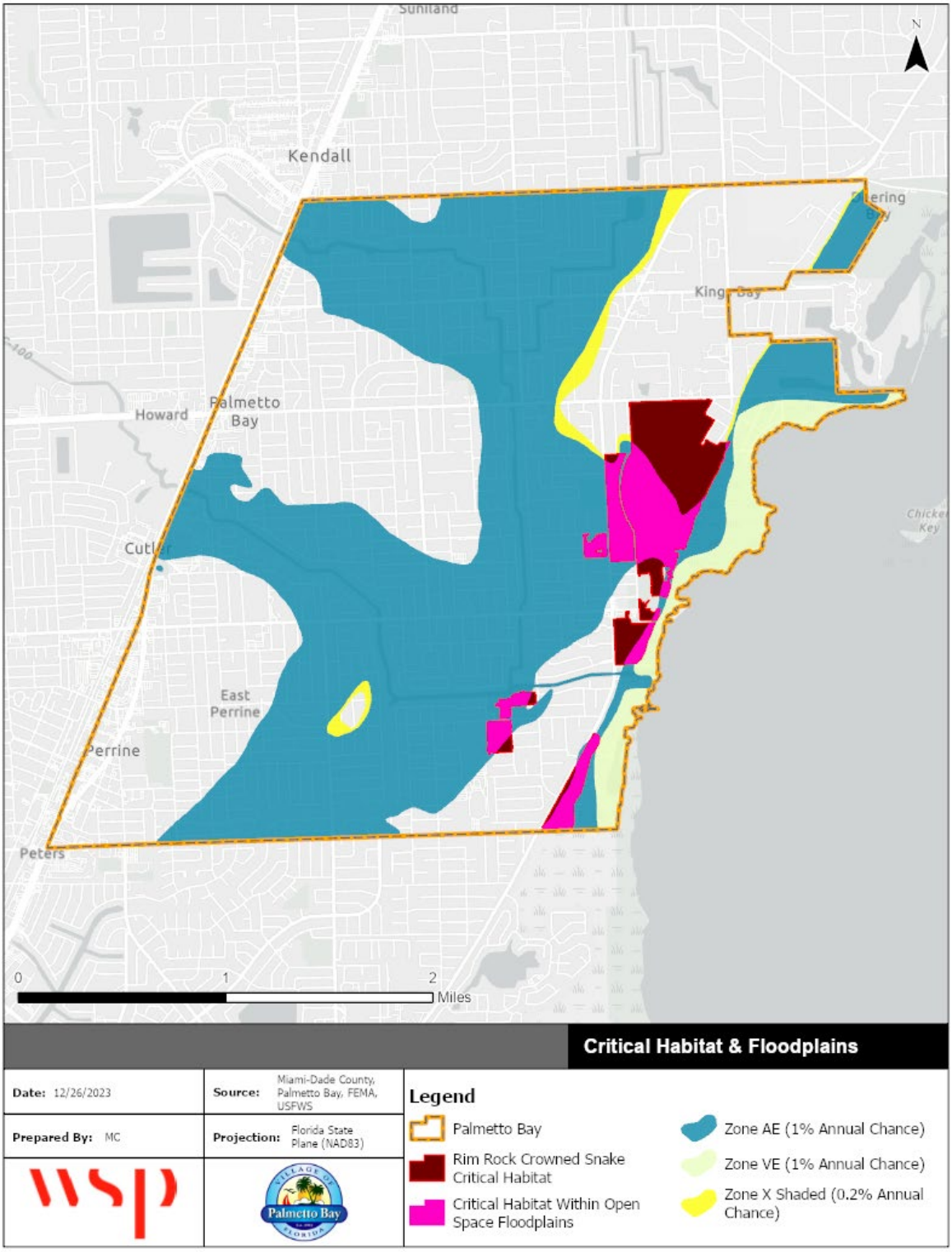


Figure 2.12 Carters Small-Flowered Flax and Florida Brickell-Bush Critical Habitat and Open Space in the SFHA

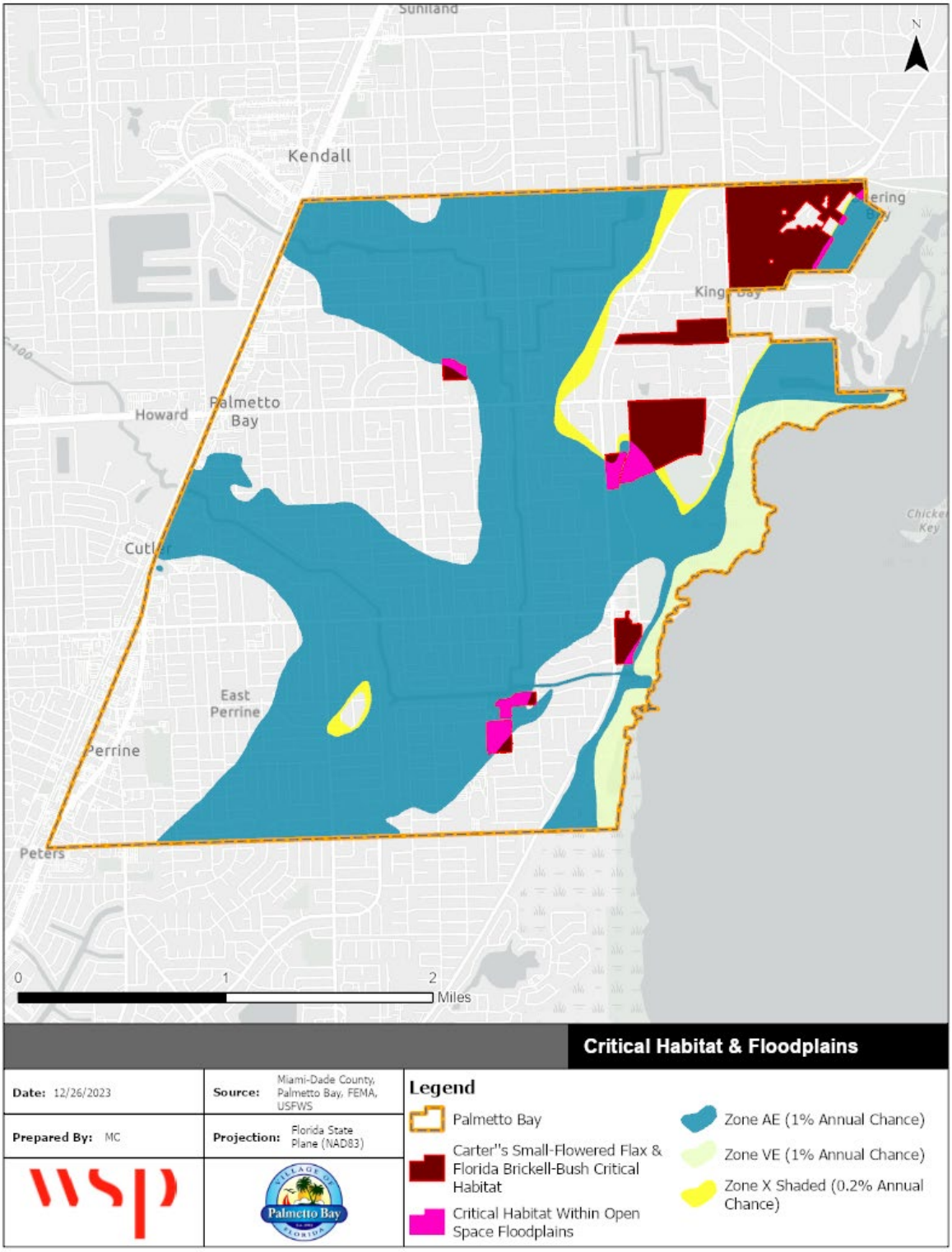
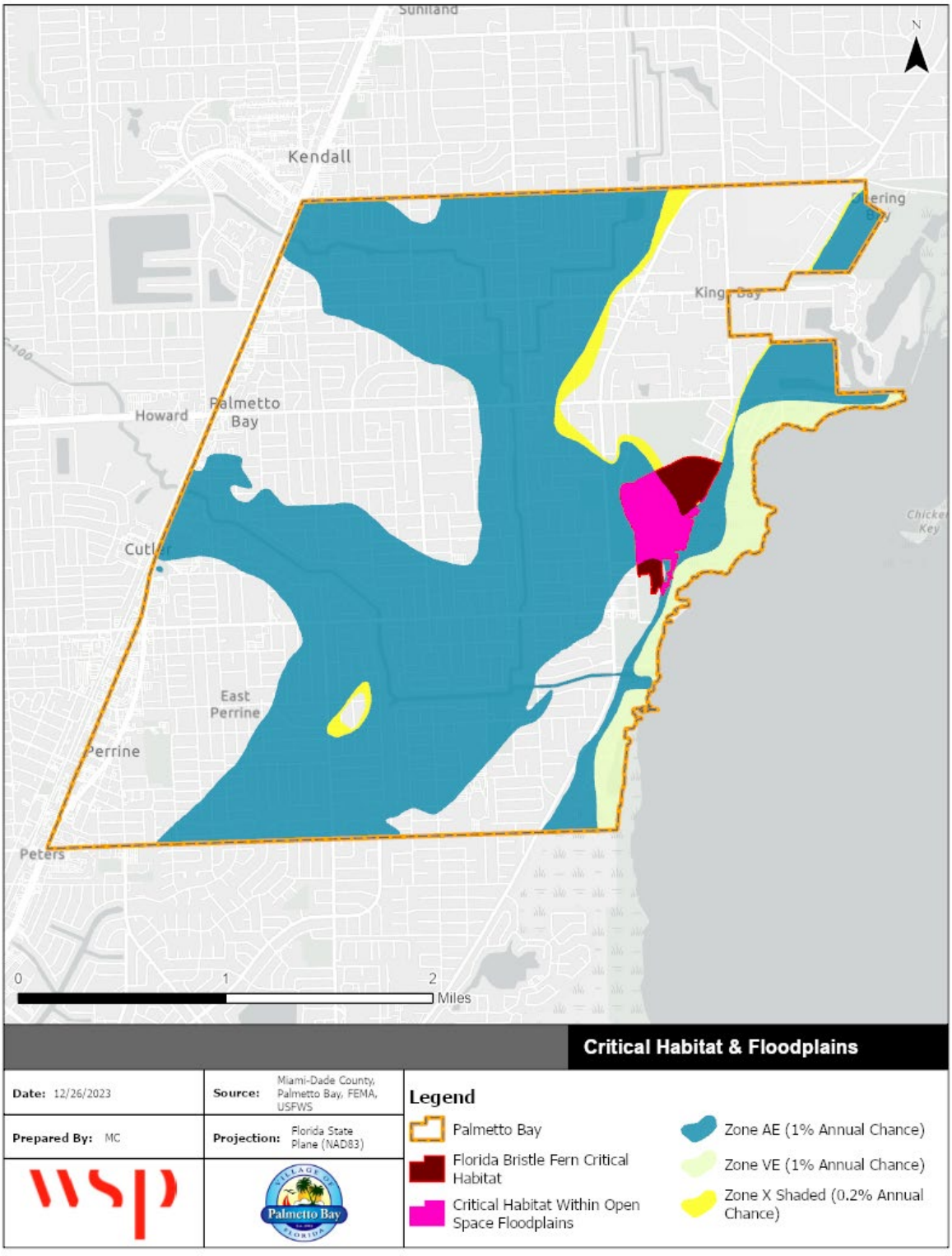


Figure 2.13 Florida Bristle Fern Critical Habitat and Open Space in the SFHA



3 FLOODPLAIN PRESERVATION RECOMMENDATIONS

3.1 PARKS AND OPEN SPACE PRESERVATION

This section summarizes recommendations that were considered to preserve parks and open space within Palmetto Bay's floodplains that provide important water resource functions. Additionally, flood mitigation activities that support open space preservation were considered and recommended.

RECOMMENDATION	WATER RESOURCE FUNCTIONS PROTECTED
Develop plans for potential pocket park sites that maximize retention of open space to support runoff retention and infiltration.	Natural flood storage and groundwater recharge
Implement shoreline stabilization at Thalatta Estate.	Erosion control
Pursue the acquisition and demolition of repetitive loss properties in the floodplain.	Runoff reduction and groundwater recharge

3.2 CRITICAL HABITAT PRESERVATION

This section summarizes recommendations that were considered for the preservation of critical habitat types that exist within the Village's floodplains. These recommendations, if implemented, may preserve and improve the safety of existing habitat areas and could expand habitat areas which could increase the survival rate of critical species.

3.2.1 MANGROVE AND COASTAL WETLAND HABITAT

Coastal wetlands, including mangrove swamps, provide habitat for both terrestrial and aquatic species. These areas also contribute to water quality by filtering nutrients and pollutants from upstream runoff before it reaches the estuary, and they protect against coastal erosion and coastal flood hazards.

Among the species with identified habitat in coastal wetlands and mangroves is the Florida bonneted bat, which could benefit from roost protection in these and other areas, according to the FWC. This can be achieved by increasing public land acquisition, increasing conservation easements and other voluntary conservation on private lands, and educating pest control companies to minimize injury to bats in urban areas and removal of bats from urban roosts.

RECOMMENDATION	CRITICAL SPECIES PROTECTED
Work with South Florida Water Management District to implement infrastructure projects aimed at protecting against sea level rise and saltwater intrusion.	Florida bonneted bat, Rim Rock crowned snake

3.2.2 PINE ROCKLANDS HABITAT

The Florida bonneted bat, Miami tiger beetle, Rim Rock crowned snake, Carter's small-flowered flax, and Florida brickell-bush are found in pine rocklands habitat. Pine rocklands are characterized by limestone outcrops, Florida slash pine, and a diverse understory of scrubs and herbs. Primary threats

to pine rocklands include development, inadequate fire management resulting in shading by hardwoods, non-native invasive plants, and sea level rise. Preservation, maintenance, and restoration of pine rocklands are essential for protection of this species.



Pine Rocklands at Ludlam Pineland Reserve (state-owned park)
Source: Village of Palmetto Bay

Pine rocklands are naturally maintained by regular lightning induced fire, and prescribed fire can be used to actively conserve pine rocklands. However, according to the USFWS July 2022 five-year summary and evaluation report of the Miami Tiger Beetle, sites within Miami-Dade County are not currently burned as frequently as needed to maintain this habitat. Other methods of vegetation thinning, including clearing by hand or mechanical equipment, may be more appropriate for some pine rocklands maintenance, especially near heavily developed areas. Recent research has shown that certain mowing regimes can benefit Carter's small-flowered flax reproductive output and could promote ideal conditions for the species.

Any vegetation encroachment can degrade pine rockland habitat; however, some pine rockland sites are also threatened by invasive plants like Burma reed, which makes vegetation management an even more pressing need.

Fragmentation of pine rocklands also threatens species that rely on this habitat. FWC recommends developing landscape-level recommendations for species conservation to protect against habitat loss and fragmentation due to expected continued urbanization and development.

RECOMMENDATION	CRITICAL SPECIES PROTECTED
Create/Obtain and distribute outreach materials to educate pest control companies, homeowners and homeowners associations, developers, and others on the Florida bonneted bat.	Florida bonneted bat
Conduct vegetation thinning and management, including removal and replacement of exotic and invasive species, in publicly-owned pine rocklands habitat. Public owners of pine rocklands habitat in Palmetto Bay include the Village of Palmetto Bay, Miami-Dade County, Florida Power and Light, and the U.S. Department of Agriculture.	Miami tiger beetle
Partner with private owners of pine rocklands habitat to maintain and restore these habitat areas. Provide education, incentives, or direct assistance to conduct vegetation management.	Miami tiger beetle, Rim Rock crowned snake, Carter's small-flowered flax
Where publicly owned lands are adjacent to existing habitat areas, such as in Coral Reef Park, Thalatta Estate, and the Miami-Dade County Parks & Recreation lands along Old Cutler Trail, SW 72nd Avenue, and Old Cutler Trail, consider implementing vegetation management activities to enable the expansion of existing habitat.	Miami tiger beetle, Rim Rock crowned snake
Work with South Florida Water Management District to implement infrastructure projects aimed at protecting against sea level rise and saltwater intrusion.	Florida bonneted bat, Rim Rock crowned snake

RECOMMENDATION	CRITICAL SPECIES PROTECTED
Work with land managers to incorporate conservation mowing regimes beneficial to Carter's small-flowered flax and ensure that populations maintained through mowing are not mowed between January and July.	Carter's small-flowered flax
Introduce additional populations of Carter's small-flowered flax to suitable habitat at the Deering Estate.	Carter's small-flowered flax
Create pine rockland corridors and stepping-stone habitat within the urban landscape.	Carter's small-flowered flax, Miami tiger beetle, Rim Rock crowned snake
Coordinate with Miami-Dade County Natural Areas Management to conduct prescribed fires in pine rocklands habitat.	Carter's small-flowered flax, Florida brickell-bush, Miami tiger beetle, Rim Rock crowned snake

3.2.3 TROPICAL HARDWOOD HAMMOCK HABITAT

Tropical hardwood hammocks consist of broad-leafed trees, shrubs, and vines that form a dense canopy with sparse understory but a thick barrier of shrubs and vines along the fringe. Hammocks occur in marshes, pinelands, and mangrove swamps. Most hammocks have been lost to development.

Threats to tropical hardwood hammocks include development and land clearing, invasive exotic species, direct damage from foot or vehicle traffic, and changes in temperature, humidity, or hydrology.

RECOMMENDATION	CRITICAL SPECIES PROTECTED
Create/Obtain and distribute outreach materials to educate pest control companies, homeowners and homeowners associations, developers, and others on the Florida bonneted bat.	Florida bonneted bat
Work with South Florida Water Management District to implement infrastructure projects aimed at protecting against sea level rise and saltwater intrusion.	Rim Rock crowned snake
Conduct removal and replacement of exotic and invasive species in publicly-owned hardwood hammocks habitat.	Florida bonneted bat, Rim Rock crowned snake, Florida bristle fern

4 PRESERVATION CAPABILITY

Preventive mitigation measures like planning, land acquisition, and regulations help modify development in floodplains to reduce susceptibility to flood damage. Comprehensive and Capital Improvement Plans can be used to identify floodplain and wetland areas to be preserved through zoning, acquisition, and other means. A Comprehensive Plan, in broad terms, is a policy statement that guides a community's growth and development. It is the basis for a community's zoning, subdivision, and design regulations and typically includes an official Future Land Use Map, which provides official justification for rezoning petitions and amendments to the zoning, subdivision and design ordinances. A Capital Improvement Plan (CIP) is a community planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period. While typically used for infrastructure improvements, a CIP can also be used to plan for land acquisitions.

Planning and zoning activities should direct development away from floodplains and wetlands by designating land uses that are compatible with the natural conditions of land, such as open space or recreation. Planning and zoning activities can also be used to protect floodplains by simply allowing developers more flexibility in arranging improvements on a parcel of land through the planned development approach.

4.1 LOCAL PLANNING MECHANISMS

COMPREHENSIVE PLAN

The Village of Palmetto Bay's Comprehensive Plan was developed in February 2015. The plan contains 11 elements, with goals, objectives, and policies identified within each element. While all elements of the plan can be relevant to hazard mitigation planning, several key elements include future land use, infrastructure, coastal management, conservation, and capital improvements. Relevant objectives and/or policies in each of these elements are specified below:

- The coastal management element specifies objectives for coastal resource protection, flood protection, limitation of coastal high hazard area development, and post-disaster redevelopment and hazard mitigation. See Section 5.1.1 for more details on post-disaster mitigation policies.
- The conservation element includes a groundwater, drainage, and floodplain objective that specifies protection of the 100-year floodplain and natural drainage features in the Village. It also includes objectives for natural resources protection and wetlands protection, which may aid in flood risk reduction.
- The capital improvements element sets level of service standards for stormwater drainage and flood protection.

LAND DEVELOPMENT CODE

The Land Development Code is part of the Village's Zoning Ordinance, found in Chapter 30 of the Code of Ordinances. The Land Development Code defines zoning districts and establishes development procedures and development standards.

Among the standards established by the Land Development Code are architectural standards, landscaping standards, green building requirements, parking standards, platting and subdivision requirements, and environmental regulations. The Land Development Code also includes site plan review requirements. Erosion and sedimentation control is incorporated into site plan review requirements in Sec. 30-30.5.

CAPITAL IMPROVEMENTS PLAN

The Village of Palmetto Bay updated its Capital Improvement Plan (CIP) in December 2020 to prioritize and set budgets required to plan, construct, operate, and maintain the Village's Stormwater Management Program. While the emphasis of the Village's CIP is on drainage improvement projects, recommended projects were based on an analysis of hydraulic conditions that included anticipated sea level rise; thus, some identified improvements are intended to mitigate the impacts of sea level rise and may, as a result, support the efforts of this plan to preserve and protect critical coastal floodplain habitats. Future updates to the CIP can further integrate these objectives and identify win-win benefits for flood reduction and protection of natural floodplain functions.

COMMUNITY RATING SYSTEM CREDIT FOR CONSERVATION AND RECOVERY

The Community Rating System (CRS) credits several conservation and recovery actions that can be implemented by local governments. The CRS provides reduced flood insurance premiums in communities that undertake activities to prevent or reduce flood losses and protect natural floodplain functions.

The Village of Palmetto Bay is implementing several activities to improve its CRS Class, saving floodplain residents and businesses money spent on their insurance premiums each year. Implementing more activities, such as threatened and endangered species recovery actions, could help the Village move to a better class.

Table 4.1 reviews general CRS-credited actions that support the protections of threatened and endangered species and their habitats. The "Doing" column identifies whether the Village is implementing what is or could be a CRS credited activity.

If the Village is getting credit, the "Credited" column shows the current CRS credit points and the maximum credit available. The "Feasible" column identifies if it would be feasible to implement an activity or increase the credit points.

Table 4.1 CRS Credited Actions

CRS-credited Conservation and Recovery Actions			
Activity/Element	**Doing?**	**Credited?**	**Feasible?**
300 Public Information Activities			
Providing information on areas that serve natural floodplain functions, such as wetlands (MI7)	Yes	70/90	Yes, National Wetlands Inventory
Outreach projects (OP) with messages on protecting natural functions	Yes	(a) 200/200	Yes, add appropriate messages
Designing and disseminating messages on protecting natural floodplain functions in a program for public information (PPI)	Yes	(a) 100/100	Yes, add appropriate messages
Having materials in the local public library (LPD) on protecting local natural floodplain functions	Yes	(a) 10/10	Yes, add appropriate messages
Having materials on protecting local natural floodplain functions in the community's website (WEB)	Yes	(a) 57/77	Yes, update messages and add appropriate links
420 (Open Space Preservation)			
Preserving open space in the floodplain (OSP)	Yes	203/1,450	No more to be done for now
Preserving open space in the floodplain in its natural state (NFOS)	Yes	3.8/350	Yes, see discussion on critical habitat, page 14
Preserving open space on eroding shorelines (CEOS[1])	No		This is not feasible at this time

CRS-credited Conservation and Recovery Actions			
Activity/Element	**Doing?**	**Credited?**	**Feasible?**
Offering incentives to developers to keep the floodplain open (OSI)	No		Yes, with ordinance amendments
Zoning flood prone areas for large lot sizes to preserve low density uses (LZ)	No		No, Village is almost built out
Preserving stream banks and shorelines in their natural state (NSP)	No		Yes, with ordinance amendments
430 (Higher Regulatory Standards)			
Prohibiting filling in the floodplain (DL1a)	No		Yes, amend ordinance
Regulating development in areas subject to coastal erosion (CER[1])	No		Potential with redevelopment and ordinance change
Other regulations to protect natural floodplain functions not specifically listed in the *Coordinator's Manual*	Yes	No, not applicable	Some canals and areas are controlled by the South Florida Water Management District and preserved
450 (Stormwater Management)			
Requiring new developments in the watershed to account for the total volume of runoff released (SMR-DS)	No	Village can't get credit for SMR from the County	The Village is controlled by Miami-Dade County and have a 10-year DS
Requiring new developments to use low impact development techniques (SMR-LID)	No		Maybe
Setting stormwater management standards based on an overall plan for the watershed (WMP)	No		Yes, consider funding for WMP
510 (Floodplain Management Planning)			
Adopting one or more plans that address protecting natural floodplain functions (NFP)	Yes		Yes, will receive credit with this plan
540 (Drainage System Maintenance)			
Having a habitat-friendly program to clear debris in drainageways (CDR)	No		Maybe

1. These elements are appropriate only for species dependent on beaches, such as sea turtles and shore birds.

a. Elements are being implemented by the Village, but the messages and materials currently do not address threatened and endangered species but may be amended to do so.

SUMMARY OF CRS ACTIONS

Activity 300 (Public Information Activities): The Village is implementing most of the public information activities and elements listed in Table 4.1. It would not take much work to adjust ongoing actions to better address threatened and endangered species. The Village receives credit for furnishing inquirers with basic flood zone information from the community's latest FIRM. Credit is also provided for the community offering historical flood information, and natural floodplain functions.

The outreach projects and library references could be revised or expanded to provide more information on protecting threatened and endangered species. It is suggested that the Village seek input from the appropriate experts and agencies to identify the most appropriate messages and references.

Activity 420 (Open Space Preservation):

- **Open Space Preservation (OSP):** Currently 14% of the City's Special Flood Hazard Area is open space. The Village receives credit for preserving opens space land in a natural state.

  The Village could receive more NFOS credit by documenting the natural floodplain functions served by much of the Village's preserved open areas. Recommendations have been made in the critical habitat preservation section of this plan. Additional credit under Activity 420 would require further ordinance amendments that are not being considered at the time being.

Activity 430 (Higher Regulatory Standards): The Village receives credit for enforcing regulations that require freeboard for new construction and substantial improvement, foundation protection, cumulative substantial improvement, and local drainage protection. Credit is also provided for the enforcement of building codes, and a Building Code Effectiveness Grading Schedule (BCEGS®) Classification. The Village could enact regulations to prohibit filling in the floodplain or set other higher standard(s) for development in the floodplain.

Activity 450 (Stormwater Management): The Village enforces regulations for soil and erosion control, and water quality. Credit is also provided for watershed master planning.

Activity 510 (Floodplain Management Planning): The Village will receive natural floodplain functions plan (NFP) credit for this plan once completed.

Activity 540 (Drainage System Maintenance): The Village is currently updating its standard operating procedures for the Department of Public Services to receive credit for the Problem Site Maintenance (PSM) element. Public Service procedures would need to be further revised to qualify for Channel debris removal (CDR) credit. That may entail an increased workload on Village staff that would need to be analyzed before it is adopted.

4.2 LOCAL PRESERVATION INITIATIVES

VILLAGE OF PALMETTO BAY

The Village of Palmetto Bay has identified two sites that are publicly owned and could be used to expand the Village's current parks inventory. These potential pocket parks are both located in the floodplain. The Parks & Recreation Department is already planning for these sites as pocket parks through the Parks Master Plan. This endeavor presents the opportunity to support additional open space preservation in floodplain areas.

MIAMI-DADE COUNTY

The Biscayne Bay Task Force was established by the Miami-Dade Board of County Commissioners to review prior studies, relevant data and evaluations, and management planning and policy documents related to Biscayne Bay and to receive recommendations related to the health and management of Biscayne Bay. In June 2020, the Biscayne Bay Task Force Report and Recommendations was published, which summarizes key findings and recommendations to restore Biscayne Bay water quality. Recommendations are grouped under seven policy themes: water quality, governance, infrastructure, watershed habitat restoration and natural infrastructure, marine debris, education and outreach, and funding. Specific policy recommendations related to habitat restoration include the following:

— Develop ecologically acceptable living shoreline design options that are consistent with the existing Biscayne Bay Aquatic Preserve Act. The County shall create "A Living Shoreline Guide" and conduct workshops with municipalities, developers, coastal engineers, and other industry experts to provide the appropriate guidance on design and regulations. The County should develop incentives for living shoreline installation.

- Raise awareness of the value of mangroves through a homeowner education campaign. Mangroves are the first line of coastal defense and a natural barrier protecting coastal communities from storm surge, flooding, and sea level rise.
- Increase enforcement of existing rules for protecting existing mangroves and mangrove shorelines to improve their future health and maintain the appropriate amount of canopy. Existing culverts that provide water to existing mangroves must be inspected and repaired.
- Identify vulnerable properties along the coastline and partner with municipalities to focus on public properties and private property owners to create a voluntary Mangrove Protection and Restoration Zone Program (e.g., mangrove planter box initiative) in flood-prone coastal communities to designate protection zones, plant mangroves based on the "A Living Shoreline Guide," and monitor and report progress after storm events.

Additionally, Miami-Dade County has established an Environmentally Endangered Lands (EEL) Program, which provides protections for pine rocklands and other natural areas from development. The EEL program also funds land management to maintain and improve the habitat. Since 1990, the EEL program has brought more than 20,700 acres of environmentally endangered lands into public ownership, including 1,550 acres of rockridge pineland, 1,790 acres of tropical hardwood hammock, 18,832 acres of freshwater wetlands, 625 acres of coastal wetlands and 19 acres of scrub habitat.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

In 2022, SFWMD approved the Biscayne Bay Coastal Wetlands project, which is part of the Comprehensive Everglades Restoration Plan (CERP). The project restores freshwater flows to southern Biscayne Bay and Biscayne National Park while improving salinity distribution near the shore. The project will also restore historical freshwater wetland habitat adjacent to the Bay, which acts like a sponge, soaking up water in the wet season and slowly releasing it in a more natural pattern. This effort will also support nursery habitat for key marine wildlife including shrimp, shellfish and fish.

Additional restoration efforts within the Comprehensive Everglades Restoration Plan are being planned through the Biscayne Bay and Southeastern Everglades Ecosystem Restoration (BBSEER) Project.

DEERING ESTATE

The Deering Estate and the Deering Estate Foundation work with Florida Fish and Wildlife, Department of Environmental Protection, SFWMD, the Miami-Dade County EEL team, and others to preserve and protect natural ecosystems, native plants, and wildlife through conservation management practices. For example, Miami-Dade County's Natural Areas Management works with outside partners to monitor native and introduced species and keeps invasive plant species at less than 5% cover throughout most of the Deering Estate property. These efforts result in the conservation of a vital pocket of biodiversity within Miami-Dade County.

Additionally, the Deering Estate partnered with SFWMD on the Deering Estate Flow-way/Cutler Slough Rehydration Project, which was a part of the Comprehensive Everglades Restoration Plan/Biscayne Bay Coastal Wetlands Project. This project improved the availability of freshwater to coastal habitats, benefitting the habitat health while offsetting impacts of sea level rise.

4.3 RELEVANT AGENCIES AND ORGANIZATIONS

There are several federal and state agencies and private organizations that have goals and programs to protect and threatened and endangered species and help them recover. The following organizations were contacted to help the Village define appropriate activities and provide guidance on implementation. A copy of the outreach letter is in Figure 4.1.

U.S. Fish and Wildlife Service Vero Beach Branch Field Office 1339 20th St Vero Beach, FL 32960 (352) 448-9151	Deering Estate Foundation 16701 SW 72nd Ave Palmetto Bay, FL 33157 (305) 680-5219
NOAA Southeast Fisheries Science Center 75 Virginia Beach Dr Miami, FL 33149 (305) 361-4200	Florida International University Department of Earth and Environment 11200 SW 8th St, AHC5 388 Miami, FL 33199 (305) 348-1930
National Marine Fisheries Service Southeast Habitat Conservation Division 263 13th Avenue South St. Petersburg, FL 33701-5005 (727) 824-5311	South Florida Water Management District 3301 Gun Club Rd West Palm Beach, FL 33406 (561) 686-8800
FEMA Region IV 3303 Chamblee Tucker Rd Atlanta, GA 30341	Tropical Audubon Society 5530 Sunset Dr Miami, FL 33143 (305) 667-7337
Florida Fish and Wildlife Commission 620 S. Meridian St Tallahassee, FL 32399 (850) 488-4676	Biscayne Bay Foundation 3639 Coral Springs Dr Coral Springs, FL 33065 (954) 708-4073

Figure 4.1 Agency and Organization Outreach Letter

RE: Village of Palmetto Bay Natural Floodplain Functions Plan

The Village of Palmetto Bay is preparing a Natural Floodplain Function Plan (NFP) to identify potentially endangered and threatened species and evaluate how to protect and recover the species and their habitats. The primary aim in developing this plan is to identify specific actions the Village can pursue to support conservation and recovery of the species and habitats throughout Palmetto Bay.

The NFP follows the guidance and meet the requirements under the Community Rating System (CRS) of the National Flood Insurance Program (NFIP). This CRS project encourages and recognizes community actions taken to protect species, and their critical habitats, listed pursuant to the Endangered Species Act.

Our objective in reaching out to additional agencies and stakeholders is to coordinate with those who may bring additional information to the planning process regarding species and habitat protection. Any information, or feedback that may supplement the work of the established Natural Floodplain Functions Plan would be welcomed. Your review of the identified species and the action plan would be most helpful. You can access the plan by clicking the link HERE. Below is a list of general guiding questions:

1. Is the list of threatened and endangered species in Section 2.5 of the plan appropriate? Are there any species that the community should not spend time on?
2. For the species that deserve attention from the community, do you have additional information on their habitats and threats?
3. Are there any recovery actions not included in the plan that should be considered?

If you have any questions or would like to submit comments or questions for consideration, please forward it to my attention at 9705 East Hibiscus Street, Palmetto Bay, FL 33157 or via email at acandelaria@palmettobay-fl.gov. You may also contact our planning consultant, Ranger Ruffins with WSP, at ranger.ruffins@wsp.com We thank you for your support of this important planning process and look forward to hearing from you.

Sincerely,

Andrea Candelaria, MPA

Resilience Coordinator

5 ACTION PLAN

This action plan is intended to protect the threatened and endangered species and critical habitats identified in Section 2 as well as preserve open space, tree cover, and natural floodplain areas. The detailed actions summarize who is responsible for implementing each of the prioritized actions as well as when and how the actions will be implemented.

It should be noted that the actions included in this plan are subject to further review and refinement; alternatives analyses; and reprioritization due to funding availability and/or other criteria. The Village is not obligated by this document to implement any or all of these projects. Rather, this action plan represents the desires of the Village to preserve and/or restore natural and beneficial floodplain functions and resources.

5.1 DETAILED ACTIONS

1. DEVELOP PLANS FOR POTENTIAL POCKET PARK SITES THAT MAXIMIZE RETENTION OF OPEN SPACE TO SUPPORT RUNOFF RETENTION AND INFILTRATION.

Issue/Background:	The Village has identified two publicly owned open space sites that could be used for new pocket parks. Both sites are in the floodplain, so preservation of these open spaces can support water resource functions.
Existing Planning Mechanism(s) to Support Implementation:	Parks Master Plan
Responsible Office/Agency:	Parks & Recreation
Cost Estimate:	TBD
Benefits:	Runoff reduction, groundwater recharge
Potential Funding:	Village user fees, development impact fees, general obligation bonds, or partnerships/agreements
Timeframe:	3-5 years

2. IMPLEMENT SHORELINE STABILIZATION AT THALATTA ESTATE.

Issue/Background:	Shoreline protection at Thalatta Estate is needed to avoid erosion and increasing flood risk associated with sea level rise and storm surge events. This presents an opportunity to provide ecosystem benefits while protecting the park property.
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County Local Mitigation Strategy
Responsible Office/Agency:	Parks & Recreation, Community & Economic Development
Cost Estimate:	$400,000
Benefits:	Erosion control, coastal wetland protection
Potential Funding:	FIND funding and local match
Timeframe:	1-2 years

3. PURSUE THE ACQUISITION AND DEMOLITION OF REPETITIVE LOSS PROPERTIES IN THE FLOODPLAIN.

Issue/Background:	There are several repetitive loss properties located in the floodplain. If property owners were interested in selling their properties, the Village could apply for FEMA grant funding to support the acquisition, demolition, and preservation of these sites as open space.
Existing Planning Mechanism(s) to Support Implementation:	FEMA Hazard Mitigation Assistance grants
Responsible Office/Agency:	Building, Community & Economic Development, Planning & Zoning
Cost Estimate:	TBD
Benefits:	Open space preservation, runoff reduction
Potential Funding:	HMGP, BRIC, FMA, other federal and state grant funds
Timeframe:	5+ years

4. WORK WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO IMPLEMENT INFRASTRUCTURE PROJECTS AIMED AT PROTECTING AGAINST SEA LEVEL RISE AND SALTWATER INTRUSION.

Issue/Background:	Saltwater intrusion poses a threat to mangroves, coastal wetlands, and pine rocklands.
Existing Planning Mechanism(s) to Support Implementation:	SFWMD Sea Level Rise & Flood Resiliency Plan
Responsible Office/Agency:	Community & Economic Development, Public Services, SFWMD
Cost Estimate:	Approximately $107 million
Benefits:	Saltwater intrusion prevention, critical habitat protection
Potential Funding:	Federal and state grant funds
Timeframe:	3-5 years

5. CREATE/OBTAIN AND DISTRIBUTE OUTREACH MATERIALS TO EDUCATE PEST CONTROL COMPANIES, HOMEOWNERS AND HOMEOWNERS ASSOCIATIONS, DEVELOPERS, AND OTHERS ON THE FLORIDA BONNETED BAT.

Issue/Background:	The Florida Bonneted Bat may roost in urban areas throughout the floodplain. Roost protection is critical to its survival.
Existing Planning Mechanism(s) to Support Implementation:	Florida Wildlife Conservation Commission
Responsible Office/Agency:	Public Information Office
Cost Estimate:	Staff time and materials
Benefits:	Habitat preservation
Potential Funding:	Operational funds
Timeframe:	Annually

6. CONDUCT VEGETATION THINNING AND MANAGEMENT, INCLUDING REMOVAL/REPLACEMENT OF EXOTIC AND INVASIVE SPECIES, IN PUBLICLY OWNED PINE ROCKLANDS & HARDWOOD HAMMOCKS.

Issue/Background:	Public owners of pine rocklands and hardwood hammocks in Palmetto Bay include the Village of Palmetto Bay, Miami-Dade County, Florida Power and Light, and the U.S. Department of Agriculture. Maintenance should be conducted on these lands to preserve and restore critical habitat.
Existing Planning Mechanism(s) to Support Implementation:	Public land maintenance
Responsible Office/Agency:	Public Services, Miami-Dade County, USDA
Cost Estimate:	TBD
Benefits:	Habitat preservation
Potential Funding:	Operational funds
Timeframe:	Annually

7. PARTNER WITH PRIVATE OWNERS OF PINE ROCKLANDS HABITAT TO MAINTAIN AND RESTORE THESE HABITAT AREAS. PROVIDE EDUCATION, INCENTIVES, OR DIRECT ASSISTANCE TO CONDUCT VEGETATION MANAGEMENT.

Issue/Background:	Pine rocklands are threatened by vegetation encroachment and invasive species.
Existing Planning Mechanism(s) to Support Implementation:	None identified
Responsible Office/Agency:	Community & Economic Development, Public Services, Public Information Office
Cost Estimate:	TBD
Benefits:	Habitat preservation
Potential Funding:	Operational funds, Miami-Dade County, Florida Fish & Wildlife
Timeframe:	2-3 years

8. WHERE PUBLICLY OWNED LANDS ARE ADJACENT TO EXISTING HABITAT AREAS, CONSIDER IMPLEMENTING VEGETATION MANAGEMENT ACTIVITIES TO ENABLE THE EXPANSION OF EXISTING HABITAT.

Issue/Background:	Publicly owned lands adjacent to existing critical habitat areas include Coral Reef Park, Thalatta Estate, Deering Estate, and Miami-Dade County Parks & Recreation owned parcels along Old Cutler Trail and SW 72nd Avenue.
Existing Planning Mechanism(s) to Support Implementation:	Public land maintenance
Responsible Office/Agency:	Public Services, Miami-Dade County, USDA
Cost Estimate:	TBD
Benefits:	Habitat preservation
Potential Funding:	Operational funds
Timeframe:	Annually

9. WORK WITH LAND MANAGERS TO INCORPORATE CONSERVATION MOWING REGIMES BENEFICIAL TO CARTER'S SMALL-FLOWERED FLAX AND ENSURE THAT POPULATIONS MAINTAINED THROUGH MOWING ARE NOT MOWED BETWEEN JANUARY AND JULY.

Issue/Background:	Certain mowing regimes may benefit reproduction of the Carter's small-flowered flax.
Existing Planning Mechanism(s) to Support Implementation:	Public land maintenance: Village public information programs can educate private land managers
Responsible Office/Agency:	Public Services, Miami-Dade County, USDA
Cost Estimate:	Minimal cost
Benefits:	Habitat preservation
Potential Funding:	Operational funds
Timeframe:	Annually

10. INTRODUCE ADDITIONAL POPULATIONS OF CARTER'S SMALL-FLOWERED FLAX TO SUITABLE HABITAT AT THE DEERING ESTATE.

Issue/Background:	Carter's small-flowered flax is known to grow on Deering Estate lands. Active planting may encourage species survival.
Existing Planning Mechanism(s) to Support Implementation:	Deering Estate conservation initiatives
Responsible Office/Agency:	Miami-Dade County, Deering Estate
Cost Estimate:	TBD
Benefits:	Habitat preservation
Potential Funding:	Deering Estate Foundation
Timeframe:	2-3 years

11. CREATE PINE ROCKLAND CORRIDORS AND STEPPING-STONE HABITAT WITHIN THE URBAN LANDSCAPE.

Issue/Background:	Habitat fragmentation is a threat for many species that live in pine rocklands. Creating corridors to connect existing habitats can preserve floodplain areas and support species.
Existing Planning Mechanism(s) to Support Implementation:	Parks Master Plan; Miami-Dade County greenways
Responsible Office/Agency:	Parks & Recreation, Community & Economic Development
Cost Estimate:	TBD
Benefits:	Habitat preservation
Potential Funding:	TBD
Timeframe:	3-5 years

12. COORDINATE WITH MIAMI-DADE COUNTY NATURAL AREAS MANAGEMENT TO CONDUCT PRESCRIBED FIRES IN PINE ROCKLANDS WITHIN PALMETTO BAY.

Issue/Background:	Prescribed fire can be used to actively conserve pine rocklands, but sites within Miami-Dade County are not currently burned as frequently as needed to maintain this habitat.
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County Natural Areas Management Division conducts prescribed burns as part of its work to restore and maintain natural habitats and preserves throughout the County.
Responsible Office/Agency:	Parks & Recreation will coordinate with Miami-Dade County
Cost Estimate:	TBD
Benefits:	Habitat preservation, fuel reduction
Potential Funding:	TBD
Timeframe:	Every 3-5 years

6 PLAN ADOPTION

The purpose of formally adopting this plan is to establish the Village of Palmetto Bay's commitment to protecting natural floodplain resources and functions, raise awareness of the plan, and formalize the plan's implementation. The Village Council has adopted this Natural Floodplain Functions Plan by passing a resolution, shown below.

7 PLAN MAINTENANCE

Implementation and maintenance of this plan are essential to its success in preserving and protecting natural floodplain functions. This section provides an overview of the strategy and schedule for implementation and maintenance, including regular monitoring, updating, and evaluating of the plan.

7.1 IMPLEMENTATION

Once adopted, this plan must be implemented in order to be effective. Implementation will be accomplished by adhering to the schedules identified for each action and through regular efforts to network and highlight the multi-objective, win-win benefits to other stakeholders and the community. This effort is achieved through the routine actions of monitoring agendas, attending meetings, and promoting the goals of this plan. It is also important to maintain a constant monitoring of funding opportunities that can be leveraged to implement some of the more costly recommended actions. When funding does become available, the Village will be positioned to capitalize on the opportunity. Funding opportunities to be monitored include special pre- and post-disaster funds, state and federal earmarked funds, benefit assessments, and other grant programs, including those that can serve or support multi-objective applications.

Village department heads and staff are charged with implementation of various actions in the plan. During the annual review as described later in this section, progress toward implementation of each action in the plan will be discussed and noted. At that time, recommendations will be made, as needed, to modify timeframes for completion, funding resources, and responsible entities.

7.1.1 INCORPORATION INTO EXISTING PLANNING MECHANISMS

Another important implementation mechanism that is highly effective and low-cost is incorporation of this Natural Floodplain Functions Plan actions into other local planning efforts. Where possible, designated responsible offices and agencies will use existing plans and/or programs to implement actions. As described in this plan's capability assessment, the Village of Palmetto Bay already implements policies and programs to reduce losses to life and property from flooding and related hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through these other program mechanisms. These existing mechanisms include:

- Village of Palmetto Bay Comprehensive Plan
- Village of Palmetto Bay Floodplain Management Plan
- Village of Palmetto Bay Code of Ordinances
- Village of Palmetto Bay Stormwater Master Plan
- Miami-Dade County Local Mitigation Strategy
- Other plans, regulations, and practices with a mitigation focus

Those involved in these other planning mechanisms will be responsible for integrating the findings and recommendations of this plan with these other plans, programs, etc., as appropriate. As described above, incorporation into existing planning mechanisms will be done through the routine actions of:

- Monitoring other planning/program agendas;
- Attending other planning/program meetings;
- Participating in other planning processes; and
- Monitoring community budget meetings for other community program opportunities.

Efforts should continuously be made to monitor the progress of mitigation actions implemented through other planning mechanisms and, where appropriate, their priority actions will be incorporated into updates of this Natural Floodplain Functions Plan.

7.2 MAINTENANCE

Plan maintenance implies an ongoing effort to monitor and evaluate plan implementation and to update the plan as progress, roadblocks, or changing circumstances are recognized. Any changes to the adopted plan must be approved by the Village Council.

7.2.1 MAINTENANCE SCHEDULE

The Village of Palmetto Bay Community and Development Services Department is responsible for initiating plan reviews. To monitor progress, the Village will revisit this plan annually. Additionally, this plan will be updated at least once every 10 years. The update will include a review of any changes to conditions as well as progress made since this original plan was prepared. With this plan anticipated to be completed and adopted in 2023, a plan update will occur in 2033.

REFERENCES

- Association of State Floodplain Managers. 2008. Natural and Beneficial Floodplain Functions: Floodplain Management – More than Flood Loss Reduction. Madison, WI: ASFPM Foundation.
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- Deering Estate. Preserving Nature's Treasures: Our Commitment to Conservation. https://deeringestate.org/conservation/
- Federal Emergency Management Agency. Flood Insurance Study for Miami-Dade County and Incorporated Areas, September 11, 2009.
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- Miami-Dade County Regulatory & Economic Resources. Tropical Hardwood Hammocks. https://www.miamidade.gov/environment/tropical-hardwood.asp
- Miami-Dade County Regulatory & Economic Resources. Wetlands. https://www.miamidade.gov/environment/wetlands.asp
- U.S. Fish & Wildlife Service. Carter's small-flowered flax, 5-Year Review: Summary and Evaluation. May 2023.
- U.S. Fish & Wildlife Service. Environmental Conservation Online System.
- U.S. Fish & Wildlife Service. Florida Bristle Fern, 5-Year Review: Summary and Evaluation. June 2023.
- U.S. Fish & Wildlife Service. Information for Planning and Consultation.
- U.S. Fish & Wildlife Service. Miami Tiger Beetle, 5-Year Review: Summary and Evaluation. July 2022.
- U.S. Fish & Wildlife Service. Recovery Outline for Florida Brickell-bush. November 2015.
- U.S. Fish & Wildlife Service. Recovery Outline for Florida Bristle Fern. June 2018.
- U.S. Fish & Wildlife Service. Rim Rock Crowned Snake. https://www.fws.gov/species/rim-rock-crowned-snake-tantilla-oolitica
- Village of Palmetto Bay, Capital Improvement Program. December 2020.
- Village of Palmetto Bay, Floodplain Management Plan. January 2023.

APPENDIX

SUBJECT MATTER EXPERT COMMENTS

From: Stephanie Clements <education@tropicalaudubon.org>
Sent: Wednesday, January 24, 2024 5:12 PM
To: Andrea Candelaria <acandelaria@palmettobay-fl.gov>
Cc: Lauren Jonaitis <conservationdirector@tropicalaudubon.org>; Amy Creekmur <amy@tropicalaudubon.org>
Subject: [EXT] Palmetto Bay Natural Floodplain Functions Plan Comments

You don't often get email from education@tropicalaudubon.org. Learn why this is important

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

Dear Andrea,

Tropical Audubon Society is happy to support the Village of Palmetto Bay Natural Floodplain Functions Plan. We are pleased that you plan to take these actions to protect species and their habitats within Palmetto Bay.

We had just a couple of questions or comments for your consideration as you finalize your plan.

Regarding the species listed - The list of species in Section 2.5 looks good to us, but we noticed that you primarily focus on the species in Section 2.6 only (those with Critical Habitat in Palmetto Bay). Is there a reason for only focusing on the species with Critical Habitat in Palmetto Bay? We ask because there are some other species from list 2.5 that do occur in Palmetto Bay and that would also likely benefit from similar actions (i.e., some of the butterfly species, the American crocodile, or the Wood Stork).

Regarding recommendations - We also noticed that while the need for regular fire intervals in Pine Rocklands is mentioned throughout the report, burning is not listed as a Recommendation in the chart on Page 26. If this is due to limitations of management tactics that are available to Palmetto Bay, we understand, but wanted to flag it for consideration. Lastly, invasive species management/ removal should be listed in Section 3.2.3 for Hardwood Hammocks, as it is in 3.2.2 for Pine Rocklands.

We hope that these comments are helpful and thank you for reaching out to Tropical Audubon Society for feedback. Again, we are happy to state that we support this effort!

Best,

Stephanie Clements, Ph.D. (she/her/hers)
Education & Advocacy Director
5530 Sunset Drive
Miami, FL 33143
Office: 305.667.7337
TROPICAL AUDUBON SOCIETY

1

Based on these comments received from Tropical Audubon Society, the Village revised this plan in the following ways:

- In Section 2.5, noted the process and limitations for identifying species evaluated in this plan, including reliance on critical habitat data due to a lack of refined species range maps. Also added that several butterfly species, the American crocodile, and the Wood Stork occur in Palmetto Bay and may benefit from similar actions recommended in Section 3.
- In Section 3, added prescribed fire, led by Miami-Dade County Natural Lands Management, as a recommendation for pine rocklands preservation and maintenance. Also added invasive species management and removal as a recommendation for hardwood hammocks.

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; APPROVING THE RENOVATION OF LUDOVICI PARK'S BUTTERFLY GARDEN IN PARTNERSHIP WITH PALMETTO BAY GARDEN CLUB, INC. FOR THE ENRICHMENT OF COMMUNITY SPACES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo - Ludovici Park Butterfly Garden Reno.doc
RESO-Ludovici Park Butterfly Garden Renovations.doc

To: Honorable Mayor and Village Council

Date: February 5, 2024

From: Nick Marano, Village Manager

Re: Renovation of the Ludovici Park Butterfly Garden in Partnership with Palmetto Bay Garden Club

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; APPROVING THE RENOVATION OF LUDOVICI PARK'S BUTTERFLY GARDEN IN PARTNERSHIP WITH PALMETTO BAY GARDEN CLUB, INC. FOR THE ENRICHMENT OF COMMUNITY SPACES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

BACKGROUND AND ANALYSIS:

The existing butterfly garden was established several years ago and is deemed to be in need of renovation and improvements to elevate its' stature to that befitting the beauty of Ludovici Park. The Village's commitment in making this a reality is reflected by adoption of this Resolution; whereby the Village Manager shall direct the Parks and Recreation Director to work collaboratively with the Palmetto Bay Garder Club to develop a detailed plan for the renovation including budget, timeline and community engagement. This project represents a continued effort by the Garden Club to beautify and enhance our parks and public spaces throughout the Village, and Palmetto Bay is greatly appreciative and grateful to all involved.

FISCAL IMPACT:

Budgetary impact to be determined and anticipated to be minimal.
Associated costs to be covered under the 2023-2024 Ludovici Park Landscape Maintenance Budget.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; APPROVING THE RENOVATION OF LUDOVICI PARK'S BUTTERFLY GARDEN IN PARTNERSHIP WITH PALMETTO BAY GARDEN CLUB, INC. FOR THE ENRICHMENT OF COMMUNITY SPACES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, the Village of Palmetto Bay recognizes the importance of maintaining and enhancing public spaces for the well-being and enjoyment of its residents; and

WHEREAS, Ludovici Park is a cherished community asset that provides recreational and educational opportunities for residents and visitors; and

WHEREAS, the existing butterfly garden at Ludovici Park is in need of renovation and improvements to better serve the community and promote environmental stewardship; and

WHEREAS, the Palmetto Bay Garden Club has expressed a commitment to supporting and actively participating in the revitalization of the butterfly garden; and

WHEREAS, collaboration between the Village of Palmetto Bay and the Palmetto Bay Garden Club, Inc. will strengthen community engagement and foster a sense of pride in our public spaces.

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

Section 1. The Village of Palmetto Bay commits to the renovation and enhancement of the existing butterfly garden at Ludovici Park.

Section 2. The Village Manager is authorized to direct the Parks & Recreation Director to work collaboratively with the Palmetto Bay Garden Club, Inc., to develop a detailed plan for the renovation including budget, timeline, and community engagement strategy.

Section 3. The Village of Palmetto Bay expresses its gratitude to the Palmetto Bay Garden Club Inc., for their dedication to community beautification and environmental initiatives.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of February, 2024.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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 THE DESIGN BUILD SERVICES AND CONSTRUCTION OF A MULTI-PURPOSE RECREATIONAL FACILITY AT CORAL REEF PARK; APPROVING THE SELECTION OF KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE OWNER REPRESENTATIVE SERVICES, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2023-12-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($148,175.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Community and Economic Development Director, Heidi Siegel and Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso - Owner Representative Services.doc
Reso Memo - Owner Representative Services.doc
Exhibit A - Proposal - Kimley-Horn & Associates, Inc..pdf

Exhibit B - Email Notification - JSK Architectural Group, Inc..pdf
Exhibit C - Email Notification â€“ R.E. Chisholm Architects, Inc.pdf
Exhibit D - Email Notification â€“ Mateu Architecture, Inc..pdf
Exhibit E - Email Notification â€“ Stantec Consulting Services, Inc..pdf
Exhibit F - Email Notification â€“ Kimley-Horn & Associates, Inc..pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE DESIGN BUILD SERVICES AND CONSTRUCTION OF A MULTI-PURPOSE RECREATIONAL FACILITY AT CORAL REEF PARK; APPROVING THE SELECTION OF KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE OWNER REPRESENTATIVE SERVICES, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2023-12-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($148,175.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Heidi Siegel, Community and Economic Development Director and Alessia Bencomo, Procurement Specialist)*

WHEREAS, the Village contacted the five (5) approved Consultants under the Village's Professional Consulting Services on Continuing Contract Basis (Architectural Services category), and

WHEREAS, the Village received a total of one (1) proposal on January 11th, 2024 from Kimley-Horn & Associates.

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

Section 1. The Village Manager is hereby authorized to execute an agreement with Kimley-Horn & Associates. to provide Owner Representative Services for the Design Build Services and Construction of a Multi-Purpose Recreational Facility at Coral Reef Park

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: January 11, 2024

From: Nick Marano, Village Manager

Re: Design Build – Multi-Purpose Recreational Facility – Coral Reef Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE DESIGN BUILD SERVICES AND CONSTRUCTION OF A MULTI-PURPOSE RECREATIONAL FACILITY AT CORAL REEF PARK; APPROVING THE SELECTION OF KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE OWNER REPRESENTATIVE SERVICES, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2023-12-006; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($148,175.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Heidi Siegel, Community and Economic Development Director and Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

The five (5) approved Consultants under the Village's Professional Consulting Services on Continuing Contract Basis (Architectural Services category) were requested to provide a proposal for Owner Representative Services for the construction of the new Coral Reef Park Multipurpose Room. Only one firm, Kimley-Horn & Associates, Inc., provided a proposal.

The selected firm will represent the Village's interests throughout all project phases including planning and design to construction, completion, and closeout. Tasks will include confirming the project meets the Village's programming requirements (including LEED certification), budget monitoring, schedule monitoring, and assuring all regulatory requirements are met. The selected firm will also be responsible for reviewing all payment applications and change order requests prior to execution by the Village Project Manager.

FISCAL IMPACT:

Capital Improvements $ 148,175.00

Attachments:

A. Proposal – Kimley-Horn & Associates, Inc.
B. Email Notification – JSK Architectural Group, Inc.
C. Email Notification – R.E. Chisholm Architects, Inc.
D. Email Notification – Mateu Architecture, Inc.
E. Email Notification – Stantec Consulting Services, Inc.
F. Email Notification – Kimley-Horn & Associates, Inc.

Kimley»Horn

January 11, 2024

RE: NOTICE OF REQUEST FOR LETTERS OF PROPOSAL
VILLAGE OF PALMETTO BAY - OWNER REPRESENTATIVE SERVICES

Dear Ms. Siegel and Members of the Selection Committee:

Kimley-Horn is committed to continuing our service to the Village of Palmetto Bay by providing Owner's Representative Services for the construction of the new Coral Reef Park Multipurpose Room. Drawing from our experience serving the Village for several years through our Professional Consulting Services contract, we aim to bring the same level of dedication and expertise to this project.

The Village needs an experienced partner who can support the Village's project management and construction administration needs. You need not only innovative and outside the box thinkers, but also a partner and advisor with the capacity to support financial and operational decisions. Our team provides the Village with proven expertise in the management, delivery and implementation of various infrastructure improvements, and we are excited to leverage our existing knowledge to provide these services to the Village.

Our team offers high-quality professionals that have a proven track record of success in all aspects of project management. Our team will be led by **Tiffany Stanton, P.E.**, who is extremely familiar with the Village's needs. She will be the Village's main point of contact and act as the lead for all your construction coordination needs. As a leader, Tiffany is known for her responsiveness, creative solutions, and outstanding client services. She actively fosters communication and collaboration between her project team on any given assignment to help ensure project goals are being met. Tiffany will effectively harness our team's horsepower into one cohesive project delivery unit.

Our team offers high-quality professionals who have a proven track record of success in all aspects of project management. We have identified one specialized subconsultant, **Design Management Solutions (DMS)**, to help the Village meet its LEED goals and assist with submittal of the certification package to the U.S. Green Building Council.

Value-Added Service: SMARTS Project Management Tool

»SMARTS

Kimley-Horn can implement key tools—including our very own **SMARTS**—to provide structure for your program management if requested. Keeping information organized, accessible, and understandable simplifies analysis and insightful decision-making so we can partner with you to keep the project moving forward on schedule.

SMARTS is a cloud-based platform to view, track, and manage multiple development projects. Key features include:

- Customized dashboards for tracking program status
- Custom reports for efficient progress meetings and updates

» **Read more about SMARTS on our website!**

Desired Terms

Kimley-Horn currently holds a contract with the Village of Palmetto Bay for Professional Consulting Services on Continuing Contract Basis for General Civil Engineering. Please refer to the terms of this contract for our desired terms.

Not-to-Exceed Amount

Task	Lump Sum Task Fee		Total
	Kimley-Horn	DMS	
Task 1: Project Kickoff and Progress Meetings	$20,680.00		$20,680.00
Task 2: Pre-Construction/Design	$16,825.00	$25,085.00	$41,910.00
Task 3: Construction	$32,460.00	$3,375.00	$35,835.00
Task 4: Closeout	$10,790.00	$38,960.00	$49,750.00
	$80,755.00	$67,420.00	**$148,175.00**

Hourly Rate Schedule

Labor Category	Hourly Rate
Original Contract Rates (RFQ #2021-11-008)	
Principal	$250.00
Senior Project Manager	$225.00
Project Manager	$195.00
Senior Professional	$215.00
Project Professional	$150.00
Analyst	$135.00
Senior Designer	$125.00
Designer	$110.00
Senior Construction Specialist	$125.00
Construction Specialist	$100.00
Clerical	$75.00
Additional Rates	
Program Manager	$170.00
Project Coordinator	$125.00
Principal, Sustainability	$145.00
Project Manager, Sustainability	$120.00
CxA, Sustainability	$145.00
Energy Modeler	$145.00

Tiffany Stanton, P.E.



- Bachelor, Civil Engineering, Florida Atlantic University
- Professional Engineer in Florida, #85268

Tiffany has 11 years of civil engineering experience with stormwater drainage planning and design, stormwater modeling, streetscapes, site development, project permitting, and construction phase services. Tiffany has worked on multiple neighborhood and roadway drainage projects for the Town of Miami Lakes, City of Pompano Beach, City of Miami Gardens, and Village of Palmetto Bay. She will develop appropriate targets, tailor suitable courses of action, and provide timely decision making for any unexpected challenges that may arise. As project manager and a main point of contact, you can count on Tiffany to provide the qualified staff, flexibility, and commitment necessary to foster a unified working relationship.

Relevant Experience:

- Village of Palmetto Bay Sub-Basin 61 Drainage Improvements, Palmetto Bay, FL
- Town of Miami Lakes, Francesca-Mary Drainage Improvements, Miami Lakes, FL
- McTyre Park Amphitheater (Phase I), City of West Park, FL
- Miami Shores Village, Shores Estates Drainage Improvements, Miami Shores Village, FL
- Lakeshore Park Improvements, Miramar, FL
- OB Johnson Park, Hallandale Beach, FL
- N. Riverside Drive Drainage Improvements, Pompano Beach, FL
- Stormwater Master Plan Update #3, Miami Lakes, FL

Stefano Viola, P.E.



- Bachelor of Science, Civil Engineering, Florida International University
- Associate of Arts, Engineering, Broward Community College
- Professional Engineer in Florida, #74655

Stefano has 18 years of diverse civil engineering experience, including roadway restoration and resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting and site/plan preparation and review. He also has experience serving a diverse group of clients, including counties, municipalities, government agencies, and private developers. He has direct working knowledge of software programs including AutoCAD, WaterCAD, StormCAD, and Cascade software programs and design analysis software. Stefano is currently working as Kimley-Horn's project manager for Miami Shores Village Shores Estates Drainage Improvements project and recently worked with the City of Fort Lauderdale on the Fort Lauderdale Executive Airport Master Drainage Permit project. Stefano offers a proven history of exemplary project management and implementation of high-profile projects on time and under budget.

Relevant Experience

- General Consulting Services, Palmetto Bay, FL
  - Stormwater Master Plan and Five-Year Update
  - SW 89th Street Roadway and Drainage Improvement Project
- Franjo Activity Center, Palmetto Bay, FL
- Ansin Park Master Plan, Phase I - III, and Final Design, Miramar, FL
- Vizcaya Park, Miramar, FL
- Civic Center Park Expansion, Miramar, FL
- Royal Oaks Park, Miami Lakes, FL
- Harbour Lake Park, Miramar, FL
- Miami Lakes Downtown Phase I and II, and Lake Patricia Roadway Drainage Improvement Projects, Miami Lakes, FL

Christopher Falce, P.E., LEED AP



- Bachelor of Science, Civil Engineering, University of Miami
- LEED AP, #10318739
- Professional Engineer in Florida, #73908, FL

Chris is a highly experienced engineer and consultant with more than 18 years of expertise in managing complex projects throughout the development process. He excels in providing invaluable guidance and support to his clients, earning their trust as a reliable advisor. His portfolio encompasses a diverse range of endeavors, including national and regional development programs, both large- and small-scale mixed-use projects, aquatic amenities, and utility infrastructure initiatives. Chris possesses in-depth knowledge and proficiency in various domains, such as land development, stormwater management, urban planning, water and sewer systems, utility system design, natural gas pipelines, profiling, erosion and sediment control, and project management. Furthermore, he has garnered significant experience across the United States, spanning from California to the East Coast, while also possessing an intimate understanding of the local market in South Florida. His expertise extends to LEED projects and the effective implementation of sustainable design elements.

Relevant Experience:

- Crystal Lagoons, Beachwalk, St. Augustine, FL
- Crystal Lagoons, Evermore, Orlando, FL
- Crystal Lagoons, Avenir, Palm Beach Gardens, FL
- Crystal Lagoons, Lake Nona, Orlando, FL
- Crystal Lagoons, Brightwater, Fort Myers, FL
- Crystal Lagoons, Jungle Island, Miami, FL
- SOMA at Brickell, Miami, FL
- Palm Aire Residential Development, Pompano Beach, FL
- Modera Douglas Station, Miami, FL
- Deerfield Station, Deerfield Beach, FL

John Cordasco, P.E.



- Bachelor of Science, Civil Engineering, University of Massachusetts, Dartmouth
- Professional Engineer in Florida, #95063, Texas #133445, Louisiana #44922, Alabama #40432, and Mississippi #31376

John has 10 years of civil engineering experience working on high-end amenity, multifamily, and retail projects. He has extensive experience in taking projects from initial site feasibility and due diligence through preliminary and final design to construction and final punch lists. John's varied project experience has led him to develop strong technical knowledge and a wide field of vision related to development, infrastructure projects, and construction oversight. John's technical knowledge, responsiveness, and organizational skills are key components that lead to successful grading, drainage, and permitting of projects.

Relevant Experience

- Crystal Lagoons, Jungle Island, Miami, FL
- Crystal Lagoons, Windsong Ranch, Prosper, TX
- Crystal Lagoons, Balmoral, Humble, TX
- Crystal Lagoons, Lago Mar, Texas City, TX
- Crystal Lagoons, Sierra Vista, Iowa Colony, TX
- Crystal Lagoons, Sunterra, Katy, TX
- Crystal Lagoons, Brightwater, Fort Myers, FL
- Crystal Lagoons, Evermore, Orlando, FL
- Raising Canes, Houston, TX; Louisiana; Mississippi
- 501 Seventeen (fka SE 17th Street and N Federal Highway), Fort Lauderdale, FL
- Deerfield Station, Deerfield Beach, FL

Giovanni Fernandez, E.I.



- Bachelor of Science, Civil Engineering, University of Florida
- Engineering Intern in Florida, #1100024773

Giovanni has six years of experience, all of which are with Kimley-Horn, working on projects both nationally and internationally. Giovanni's experience includes his direct engagement with Ocean Reef Club, notably his role in the successful Buccaneer Island project. Additionally, his portfolio encompasses luxury multiuse high rises including Modera Biscayne Bay with Mill Creek Residential and large scale amenities such as the Evermore Lagoon with Crystal Lagoons and Dart Interests. Giovanni holds experience with both public and private utilities including a new gravity sewer system for the City of Pembroke Pines.

Relevant Experience:

- Ocean Reef Club Civil and LA Services For Tennis and Game Center, Key Largo, FL
- Modera Biscayne, Miami, FL
- Crystal Lagoons Grand Cypress, Orlando, FL
- Coral Gables Senior Living Community, Coral Gables, FL
- City of Sunrise, Welleby Park Expansion, Sunrise, FL
- Motif (Formerly Metropolitan Apartments), Fort Lauderdale, FL
- 501 Seventeen (fka SE 17th Street and N Federal Highway), Fort Lauderdale, FL

Michelle Raigosa, IIDA, LEED Fellow, WELL AP, ENV SP, GBI GPCP, BECxP CxA+BE



- Master of Business Administration in Sustainability, San Francisco Institute of Architecture (In Progress)
- Bachelor of Design with Business Minor, University of Florida, College of Architecture
- LEED Fellow, 2018
- WELL AP, 2017
- LEED Accredited Professional, 2003
- GBI Guiding Principles Compliance Professional, 2020
- Building Enclosure Commissioning Process Provider Cx Authority+Building Enclosure, 2019

As the founding principal of Design Management Services (DMS), Michelle is motivated by the quest for quality in every phase of the project and business life cycle process. She is passionate about green building and conscience of implementing a sustainable design approach within every project and business operation. She graduated with highest honors from the University of Florida's College of Architecture where she earned a Bachelor of Design in Interior Design with a minor in Business Administration. She is a LEED Fellow, a WELL AP, an ENV SP, a GBI GPCP, a licensed interior designer, a published author, and a project manager with more than twenty years of experience specializing in commercial projects.

Relevant Experience

At DMS, Michelle coordinates the efforts of a start-up project management, interior design and environmental consulting firm including business development, marketing, education and financial administration. Highlight of LEED and WELL consulting services for the following projects:

- BASF North American Headquarters Building, Florham Park, New Jersey (Awarded two LEED Platinum certifications)
- Wyndham Worldwide Headquarters, Parsippany, New Jersey (Earned Double LEED certifications)
- Liberty Property Trust, Development of a LEED volume program core and shell prototype
- Spearheaded individual projects for:
  - Unilever (LEED Platinum)
  - Broward County
  - Jet.com
  - The State of New Jersey
  - The Port Authority of New York & New Jersey
  - One WTC

Jon Miller, CxA, LEED AP BD+C, BECxP CxA+BE



- Bachelor of Science, Mechanical Engineering, Union College
- Building Enclosure Commissioning Process Provider Cx Authority + Building Enclosure
- CxA (Certified Commissioning Agent) AABC Commissioning Group, 2015
- LEED AP BD+C, 2012
- Engineer in Training (EIT), 2008

Jon has more than 10 years of experience in Engineering, Energy Modeling and Commissioning. His experience includes energy studies, energy retrofit designs, commissioning, and retro-commissioning for warehouses, hospitals, laboratories, and large office spaces. With projects located across the U.S., Jon is required to be familiar with national and local building codes for benchmarking purposes.

Relevant Experience:

Jon's main responsibilities at DMS include developing specifications, owner project requirements and basis of design documents, as well as developing energy models for commercial and warehouse projects nationwide, including:

- CTDI 700 Gateway, Jeffersonville, IN
- NJ Division of Taxation, Trenton, NJ
- Unilever Project Unify, Englewood Cliffs, NJ
- USCIS Miami Asylum, Miami, FL

Similar Experience

Kimley-Horn served as an Owners Representative for several private and public entities throughout Florida. Our experience includes providing construction management services to public entities to help with new builds, remodels, and expansions. Kimley-Horn has helped with the creation of public spaces, including multistory headquarters to park bathroom facilities for the benefit of the public. In addition, our team has assisted with the building of parking garages, schools, welcome centers, and beach pavilions. We have the experience necessary to help ensure that the new multipurpose park facility is delivered to the Village's expectations.

Kimley-Horn Experience

OB Johnson Park, Hallandale Beach, FL

Kimley-Horn provided master planning, landscape architecture, engineering design and permitting services, as well as construction observation and administration. During construction, we attended bi-weekly progress meetings with the Construction Manager and Contractors to assess the project schedule and budget. We conducted site visits to observe the progress and quality of work as well as reviewed change order request, reviewed quantities and pay application, and assisted in project closeout. Kimley-Horn also organized and facilitated LEED charrettes, tracked activity of LEED credits, developed a LEED plan and schedule, and assisted with registration with the Green Building Certification Institute (GBCI).

This 6.4-acre park in Hallandale Beach Park was part of the City-wide park master plan that set forth a program to enhance 13 of the City's parks and recreation areas in support of community-wide goals and neighborhood needs. As part of the development, the park included a 42,000-square-foot multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure, and landscaping

Lakeshore Park Improvements, Miramar, FL

Kimley-Horn was retained by the City of Miramar to provide professional services associated with developing contract documents for Lakeshore Park project. During construction, we coordinated bi-weekly construction progress meetings and conducted site visits to observe progress of key milestone events. Kimley-Horn reviewed RFI requests made by the Contractor, recommended change order and work change directives to the City, and recommended amounts for payment applications.

The redevelopment of this 9.38-acre park included the addition of the following park amenities: a picnic pavilion; a shade shelter; an open lawn play space; playground equipment; passive recreation features such as fitness equipment, sitting areas, and drinking fountain; a lighted parking area; landscaping and irrigation design; and fencing. These new improvements complement the pre-existing tennis, basketball, netball, and racquetball court facilities at the park. The scope included civil and landscaping construction documents, permitting, bidding assistance, and construction phase services.

In Office Project Management Assistance, Raising Cane's, Plano, TX

Raising Cane's selected Kimley-Horn to provide in office project management assistance for its Plano office. The goal of the engagement was for a Kimley-Horn employee to act as an extension of the Raising Canes development team. Kimley-Horn provided management assistance on projects where Kimley-Horn was the civil engineer with project management extending to project coordination, project schedule tracking and review, team meeting coordination and meeting minutes, review of pay applications and contractor payment recommendation.

SFRTA Design and Post-Construction Services for SFRC Infrastructure Improvements

Kimley-Horn is providing design and construction phase services to SFRTA for their systemwide railroad grade crossing improvements program for 60 crossings on the South Florida Rail Corridor. Kimley-Horn also provides overall project management assistance to SFRTA for the program of improvements, including preparing and maintaining an overall schedule of design and construction activities, and meeting with stakeholders when applicable.

Royal Oaks Park, Town of Miami Lakes, Miami Lakes, FL

The Town of Miami Lakes has used Kimley-Horn as Town Engineer since its incorporation in 2000. As Town Engineer, Kimley-Horn has been responsible for master planning, public involvement, and the design and construction of Royal Oaks Park in phases. This park, which is the largest public works project ever undertaken by the Town, consists of a 20-acre sports complex focusing on soccer and football. Phase 1 consisted of four lighted soccer/football fields, a concession/restroom building, public utilities, parking, perimeter berm, fencing, landscaping, irrigation, a jogging trail, and a tot lot. Phase 2 included a LEED Gold Certified community center, additional parking, and landscaping.

Miami Beach Light Rail/Modern Streetcar P3 Program Management, Miami Beach, FL

This project to advance the City of Miami Beach's light rail transit (LRT) system was a Public-Private Partnership (P3), where the City of Miami Beach entered into a contract with a qualified firm to design, build, finance, operate, and maintain the system. Kimley-Horn was selected as the prime consultant supporting the City of Miami Beach in advancing the project forward into implementation. Kimley-Horn also supported the City of Miami Beach in the procurement of a P3 to design, build, operate, maintain, and finance the project. Kimley-Horn's support to the City included leading an industry forum to announce the project and answer questions and receive input from interested P3 developers.

Ansin Sports Complex (Phase 1 and Phase 3), Miramar, FL

As part of Phase 1, Kimley-Horn developed the master plan, detailed design plans, and provided construction phase services for the 25-acre Ansin Sports Complex for the City of Miramar. Developed over a three-year period through multiple construction contracts, the sports complex includes a 9,000-square-foot recreational center equipped with locker rooms, whirlpools, a computer room, a game room, and meeting rooms. The facility also includes basketball and net ball courts, a covered playground, parking, and a state-of-the-art track. This International Association of Athletics Federations (IAAF)-certified track has a synthetic rubber surface identical to the track used in the 2008 Olympic Games. Additionally, this facility includes seating for several thousand spectators, concession stands, and locker and training rooms. For Phase 3, Kimley-Horn developed the design plans and provided construction phase services such as progress meeting coordination, pay application review, change order request review, and RFI review for drainage system improvements, repairs to the existing soccer field and additional site lighting. Phase 3 was completed in time for the 2018 track season.

Vizcaya Park (Phase 1/Phase 2/Phase 3), Miramar, FL

This 20-acre park in Miramar provides both active and passive recreational opportunities. The first phases of the park included a soccer/multiuse field, two full-size basketball courts, and a 7,600-square-foot community center. The park's passive features include open picnic areas, a playground, and a jogging/fitness trail along the perimeter of the project site. Phase 3 of the project included the additions of a splash pad, pavilions, a second soccer field, park signage, and overflow parking; Phase 3 was completed in 2016. The community center was the first LEED® Certified building in the City, achieving Gold Certification. Kimley-Horn provided master planning, landscape architecture, engineering design and permitting services as well as construction observation and administration. Drainage calculations, fire flows and water and sewer demand calculations were performed during design.

Evermore Bay Lagoons at Grand Cypress, Orlando, FL

Kimley-Horn was selected to provide professional civil and structural engineering services for the development of this resort community featuring a 8-acre crystal lagoon. Our services for this project include project management, civil engineering documents, structural reviews, and associated permitting. This project is a billion-dollar-plus redevelopment of the former Villas at Grand Cypress that will open phase one in 2023. The 1,100-acre resort complex borders Walt Disney World and will eventually include 10,000-bedrooms spread among single homes, villas, flats, and a luxury Conrad hotel.

Our services for this project included project management, civil engineering documents, structural reviews, and associated permitting and construction phase services. While managing the construction and large size and range of construction surrounding the project site, Kimley-Horn was able quickly adapt to changing construction conditions and coordinate with several elements of design through construction phase engineering review, inspections, and permitting.

DMS Experience

- **New South Animal Care, Fort Lauderdale, FL**
- **Crown Center Retail Plaza, Fort Lauderdale, FL**
- **Port of Everglades Parking Garage, Fort Lauderdale, FL**
- **Nevada Street Garage, Hollywood Beach, FL**

LEED Building Certification Experience

We have selected teaming partner, **Design Management Solutions (DMS)**, to assist with monitoring LEED goals and assisting the Village with its submittal of the certification package to the U.S. Green Building Council. DMS is well-qualified to provide LEED, energy efficiency, and commissioning consulting services to the Village for this important project.

DMS utilizes the most accepted rating systems such as LEED, Parksmart, WELL ENGRGY STAR, and Green Globes to document high-performance buildings. Complimentary, DMS offers commissioning and energy modeling services as a means to streamline the certification process, while ensuring compliance with the requirements specified within the different rating systems.

The DMS portfolio includes about 100 million square feet of a variety of projects located through the United States and Canada. Their services for most of these projects include LEED consulting services under the different rating systems, commissioning and energy modeling. DMS also consults with corporations on greenhouse gas emissions benchmarking, incentive pursuits, project management, gap analyses, and Corporate Social Responsibility solutions.

DMS's unique approach streamlines the process by assisting clients in finding cost-effective solutions for high performance-built environments during the planning, design, construction, and operations phases. DMS staff includes one LEED fellow, four LEED APs, two WELL APs, three LEED project coordinators, three commissioning agents, and two energy modelers.

Their project highlights include the development, deployment, and administration of the first process-based LEED for Core and Shell Prototype under the LEED Volume Program for industrial warehouse facilities for Liberty Property Trust throughout the U.S., including commissioning and energy modeling. This prototype was development to streamline the certification process with GBCI, saving clients time and money on certification and consulting fees.

Personnel Responsible for Monitoring LEED Goals

Michelle Raigosa, IIDA, LEED Fellow, WELL AP, ENV SP, GBI GPCP, BECxP CxA+BE and **Jon Miller, CxA, LEED AP BD+C, BECxP CxA+BE** of **DMS** will be the personnel responsible for monitoring the LEED goals associated with construction of the Coral Reef Park multi-purpose recreational facility. Their resumes are included on pages 5 and 6.

Statement of Contractual Relationship

There is no existing contractual relationship between Kimley-Horn and Waypoint Contracting, Inc. of Doral and Saltz Michelson.

Summary

Kimley-Horn is committed to providing you with high-quality project management solutions that will save the Village money. Our project manager will critically review and control performance throughout the project's duration. We appreciate the opportunity to submit our qualifications, invite your detailed review, and stand prepared and eager to begin work immediately.

Sincerely,
Kimley-Horn and Associates, Inc.

Tiffany Stanton, P.E.
Project Manager
954.828.0081
Tiffany.Stanton@kimley-horn.com

Stefano Viola, P.E.*
Quality Assurance/Quality Control
954.535.5133
Stefano.Viola@kimley-horn.com

** As principal of the firm, Stefano is authorized to legally bind the firm.*

STAFFING PLAN

PROJECT:	Coral Reef Park Multipurpose Building-Owner's Rep Services	SHEET:	
CLIENT:	Village of Palmetto Bay	FILE NO:	
ESTIMATOR:	Tiffany Stanton	DATE:	01/15/24

DESCRIPTION:	Principal	Senior Professional	Program Manager	Analyst	Project Coordinator	Sub Consultant	Line Total
Task 1: Project Initiation and Progress Meetings							
LEED Coordination and Modeling						$28,460.00	$28,460.00
Project Kick Off		2	6		6		$2,200.00
Project Startup and Setup	1	8	8		8		$4,330.00
Progress Meetings		16	63				$14,150.00
Task 2: Pre-Construction							
Budget Review	1	2	16	16	12		$7,060.00
Schedule Review	1	2	16		12		$4,900.00
Permit Review & Coorination		3	16		12		$4,865.00
Task 3: Construction							
LEED Coordination						$28,900	$28,900.00
Budget Review	2	4	16				$4,080.00
Schedule Review	2	4	16				$4,080.00
Permit Coordination			8				$1,360.00
Payment Application Review	2	8	28				$6,980.00
Change Order Review	4	16	56		16		$15,960.00
Task 4: Closeout							
LEED Closeout						$10,060	$10,060.00
Substantial Completion Coordination		2	26		4		$5,350.00
Permit Coordination		2	16		4		$3,650.00
Payment Application Review		2	8				$1,790.00
TOTAL HOURS	13	71	299	16	74	$67,420.00	
LABOR RATE ($/HOUR)	250.00	215.00	170.00	135.00	125.00	1.0	
SUBTOTAL	$3,250.00	$15,265.00	$50,830.00	$2,160.00	$9,250.00	$67,420.00	
PAGE TOTAL							$148,175.00

No Response

Alessia Bencomo

From: Heidi Siegel
Sent: Wednesday, December 6, 2023 11:59 AM
To: jskarch@jskarchitecturalgroup.com; j.kuperman@jskarchitecturalgroup.com
Cc: Alessia Bencomo; Fanny Carmona
Subject: Village of Palmetto Bay -- Owner Rep Services
Attachments: PBCB v7 COLOR.pdf; Rev # 2A_ DB Estimate Budget Breakdowm_ Coral Reef Park - 9.19.23- Final.pdf; Palmetto Bay Bid Sch Update.pdf

Mr. Kuperman,

The Village of Palmetto will be embarking on an exciting design/build project beginning in early 2024. The construction of the new Coral Reef Park Multipurpose Room will cost approximately $5 million and will be the legacy building for the "Village of Parks". The scope of the project includes the design/build of an approximately 4,900 square foot multi-purpose building, moving of exterior electrical utility boxes to the interior of the new building, and construction of a new driveway approach. There may be additional work such as the conversion of racquetball courts to pickleball courts. A cost breakdown and conceptual floor plan has been attached to this email.

We are seeking proposals from our Professional Consulting Services on Continuing Contract Basis approved vendors to provide Owner Representative Services. The selected firm will represent the Village's interests throughout all project phases including planning and design to construction, completion and closeout. Tasks will include confirming the project meets the Village's programming requirements (including LEED certification), budget monitoring, schedule assessment, and assuring all regulatory requirements are met. The selected firm will also be responsible for signing off on all payment applications and change order requests. The Village intends to engage with a separate third-party provider for plans review and inspection services.

I have attached the tentative schedule for your information. The selected deign- builder is Waypoint Contracting, Inc. of Doral. They have included Saltz Michelson as their architect.

If you are interested in providing a proposal, please return a letter of proposal to me with the following:

- Desired terms;
- Not-to-exceed amount;
- Hourly rate schedule;
- Resumes of individuals who will be actively involved in services provided;
- Similar experience;
- LEED Building Certification experience and personnel who will be responsible for monitoring the LEED goals and assist the Village with submittal of the certification package to the U.S. Green Building Council; and
- A statement attesting there is not existing contractual relationship between your firm and Waypoint Contracting, Inc. of Doral and/or Saltz Michelson.

Please limit your proposal to no more than ten (10) pages.

Please return proposal no later than December 20, 2023. If you do not wish to provide a proposal, please let me know.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

No Response 2

Alessia Bencomo

From: Heidi Siegel
Sent: Wednesday, December 6, 2023 12:05 PM
To: marketing@chisholmarchitects.com; mpolak@chisholmarchitects.com
Cc: Fanny Carmona; Alessia Bencomo
Subject: Village of Palmetto Bay -- Owner Rep Services
Attachments: PBCB v7 COLOR.pdf; Rev # 2A_ DB Estimate Budget Breakdowm_ Coral Reef Park - 9.19.23- Final.pdf; Palmetto Bay Bid Sch Update.pdf

Mr. Polak,

The Village of Palmetto will be embarking on an exciting design/build project beginning in early 2024. The construction of the new Coral Reef Park Multipurpose Room will cost approximately $5 million and will be the legacy building for the "Village of Parks". The scope of the project includes the design/build of an approximately 4,900 square foot multi-purpose building, moving of exterior electrical utility boxes to the interior of the new building, and construction of a new driveway approach. There may be additional work such as the conversion of racquetball courts to pickleball courts. A cost breakdown and conceptual floor plan has been attached to this email.

We are seeking proposals from our Professional Consulting Services on Continuing Contract Basis approved vendors to provide Owner Representative Services. The selected firm will represent the Village's interests throughout all project phases including planning and design to construction, completion and closeout. Tasks will include confirming the project meets the Village's programming requirements (including LEED certification), budget monitoring, schedule assessment, and assuring all regulatory requirements are met. The selected firm will also be responsible for signing off on all payment applications and change order requests. The Village intends to engage with a separate third-party provider for plans review and inspection services.

I have attached the tentative schedule for your information. The selected deign- builder is Waypoint Contracting, Inc. of Doral. They have included Saltz Michelson as their architect.

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- Resumes of individuals who will be actively involved in services provided;
- Similar experience;
- LEED Building Certification experience and personnel who will be responsible for monitoring the LEED goals and assist the Village with submittal of the certification package to the U.S. Green Building Council; and
- A statement attesting there is not existing contractual relationship between your firm and Waypoint Contracting, Inc. of Doral and/or Saltz Michelson.

Please limit your proposal to no more than ten (10) pages.

Please return proposal no later than December 20, 2023. If you do not wish to provide a proposal, please let me know.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

No Response

Alessia Bencomo

From: Heidi Siegel
Sent: Wednesday, December 6, 2023 12:14 PM
To: Alessia Bencomo; Fanny Carmona
Subject: FW: Village of Palmetto Bay -- Owner Rep Services
Attachments: PBCB v7 COLOR.pdf; Rev # 2A_ DB Estimate Budget Breakdowm_ Coral Reef Park - 9.19.23- Final.pdf; Palmetto Bay Bid Sch Update.pdf

Forgot to cc you

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

From: Heidi Siegel
Sent: Wednesday, December 6, 2023 12:14 PM
To: 'design@mateu.co' <design@mateu.co>
Subject: Village of Palmetto Bay -- Owner Rep Services

Mr. Mateu,

The Village of Palmetto will be embarking on an exciting design/build project beginning in early 2024. The construction of the new Coral Reef Park Multipurpose Room will cost approximately $5 million and will be the legacy building for the "Village of Parks". The scope of the project includes the design/build of an approximately 4,900 square foot multi-purpose building, moving of exterior electrical utility boxes to the interior of the new building, and construction of a new driveway approach. There may be additional work such as the conversion of racquetball courts to pickleball courts. A cost breakdown and conceptual floor plan has been attached to this email.

We are seeking proposals from our Professional Consulting Services on Continuing Contract Basis approved vendors to provide Owner Representative Services. The selected firm will represent the Village's interests throughout all project phases including planning and design to construction, completion and closeout. Tasks will include confirming the project meets the Village's programming requirements (including LEED certification), budget monitoring, schedule assessment, and assuring all regulatory requirements are met. The selected firm will also be responsible for signing off on all payment applications and change order requests. The Village intends to engage with a separate third-party provider for plans review and inspection services.

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- Resumes of individuals who will be actively involved in services provided;
- Similar experience;

- LEED Building Certification experience and personnel who will be responsible for monitoring the LEED goals and assist the Village with submittal of the certification package to the U.S. Green Building Council; and
- A statement attesting there is not existing contractual relationship between your firm and Waypoint Contracting, Inc. of Doral and/or Saltz Michelson.

Please limit your proposal to no more than ten (10) pages.

Please return proposal no later than December 20, 2023. If you do not wish to provide a proposal, please let me know.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

Alessia Bencomo

From: Compel, Sean <sean.compel@stantec.com>
Sent: Friday, December 15, 2023 10:51 AM
To: Heidi Siegel
Cc: Alessia Bencomo; Fanny Carmona; Beck, Jared; Crews, Jeff
Subject: [EXT] RE: [EXT] RE: Village of Palmetto Bay -- Owner Rep Services

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

Good Morning Heidi,

Unfortunately, after much discussion our end, we have concluded that we do not have the personnel in place right now to properly service the project.

We thank you for the consideration and look forward to the next one.

Sean Compel, P.E., LEED AP, ENV SP
Principal

Direct: 305 445-2900 x 2230
Direct: 786 437-6268 ext
Mobile: 786 502-0770
sean.compel@stantec.com

Stantec
901 Ponce de Leon Boulevard, Suite 900
Coral Gables FL 33134-3070



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From: Heidi Siegel <hsiegel@palmettobay-fl.gov>
Sent: Wednesday, December 13, 2023 9:26 AM
To: Compel, Sean <sean.compel@stantec.com>
Cc: Alessia Bencomo <abencomo@palmettobay-fl.gov>; Fanny Carmona <fcarmona@palmettobay-fl.gov>; Beck, Jared <Jared.Beck@stantec.com>; Crews, Jeff <jeff.crews@stantec.com>
Subject: RE: [EXT] RE: Village of Palmetto Bay -- Owner Rep Services

You don't often get email from hsiegel@palmettobay-fl.gov. Learn why this is important

Thank you!

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

From: Compel, Sean <sean.compel@stantec.com>
Sent: Tuesday, December 12, 2023 11:54 AM
To: Heidi Siegel <hsiegel@palmettobay-fl.gov>
Cc: Alessia Bencomo <abencomo@palmettobay-fl.gov>; Fanny Carmona <fcarmona@palmettobay-fl.gov>; Beck, Jared

<Jared.Beck@stantec.com>; Crews, Jeff <jeff.crews@stantec.com>
Subject: [EXT] RE: Village of Palmetto Bay -- Owner Rep Services

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

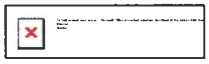
Thank you Ms. Siegel,

We are reviewing this exciting opportunity and will let you know.

Sean Compel, P.E., LEED AP, ENV SP
Principal

Direct: 305 445-2900 x 2230
Direct: 786 437-6268 ext
Mobile: 786 502-0770
sean.compel@stantec.com

Stantec
901 Ponce de Leon Boulevard, Suite 900
Coral Gables FL 33134-3070



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From: Heidi Siegel <hsiegel@palmettobay-fl.gov>
Sent: Wednesday, December 6, 2023 12:15 PM
To: Compel, Sean <sean.compel@stantec.com>
Cc: Alessia Bencomo <abencomo@palmettobay-fl.gov>; Fanny Carmona <fcarmona@palmettobay-fl.gov>; Beck, Jared <Jared.Beck@stantec.com>
Subject: Village of Palmetto Bay -- Owner Rep Services

Mr. Compel,

The Village of Palmetto will be embarking on an exciting design/build project beginning in early 2024. The construction of the new Coral Reef Park Multipurpose Room will cost approximately $5 million and will be the legacy building for the "Village of Parks". The scope of the project includes the design/build of an approximately 4,900 square foot multi-purpose building, moving of exterior electrical utility boxes to the interior of the new building, and construction of a new driveway approach. There may be additional work such as the conversion of racquetball courts to pickleball courts. A cost breakdown and conceptual floor plan has been attached to this email.

We are seeking proposals from our Professional Consulting Services on Continuing Contract Basis approved vendors to provide Owner Representative Services. The selected firm will represent the Village's interests throughout all project phases including planning and design to construction, completion and closeout. Tasks will include confirming the project meets the Village's programming requirements (including LEED certification), budget monitoring, schedule assessment, and assuring all regulatory requirements are met. The selected firm will also be responsible for signing off on all payment applications and change order requests. The Village intends to engage with a separate third-party provider for plans review and inspection services.

I have attached the tentative schedule for your information. The selected deign- builder is Waypoint Contracting, Inc. of Doral. They have included Saltz Michelson as their architect.

If you are interested in providing a proposal, please return a letter of proposal to me with the following:

- Desired terms;

- Not-to-exceed amount;
- Hourly rate schedule;
- Resumes of individuals who will be actively involved in services provided;
- Similar experience;
- LEED Building Certification experience and personnel who will be responsible for monitoring the LEED goals and assist the Village with submittal of the certification package to the U.S. Green Building Council; and
- A statement attesting there is not existing contractual relationship between your firm and Waypoint Contracting, Inc. of Doral and/or Saltz Michelson.

Please limit your proposal to no more than ten (10) pages.

Please return proposal no later than December 20, 2023. If you do not wish to provide a proposal, please let me know.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

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Attention: Ce courriel provient de l'extérieur de Stantec. Veuillez prendre des précautions supplémentaires.

Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

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Atención: Este correo electrónico proviene de fuera de Stantec. Por favor, tome precauciones adicionales.

Alessia Bencomo

From: Heidi Siegel
Sent: Wednesday, December 6, 2023 12:25 PM
To: gary.ratay@kimley-horn.com
Cc: Fanny Carmona; Alessia Bencomo
Subject: Village of Palmetto Bay -- Owner Rep Services
Attachments: PBCB v7 COLOR.pdf; Rev # 2A_ DB Estimate Budget Breakdowm_ Coral Reef Park - 9.19.23- Final.pdf; Palmetto Bay Bid Sch Update.pdf

Mr. Ratay,

The Village of Palmetto will be embarking on an exciting design/build project beginning in early 2024. The construction of the new Coral Reef Park Multipurpose Room will cost approximately $5 million and will be the legacy building for the "Village of Parks". The scope of the project includes the design/build of an approximately 4,900 square foot multi-purpose building, moving of exterior electrical utility boxes to the interior of the new building, and construction of a new driveway approach. There may be additional work such as the conversion of racquetball courts to pickleball courts. A cost breakdown and conceptual floor plan has been attached to this email.

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I have attached the tentative schedule for your information. The selected deign- builder is Waypoint Contracting, Inc. of Doral. They have included Saltz Michelson as their architect.

If you are interested in providing a proposal, please return a letter of proposal to me with the following:

- Desired terms;
- Not-to-exceed amount;
- Hourly rate schedule;
- Resumes of individuals who will be actively involved in services provided;
- Similar experience;
- LEED Building Certification experience and personnel who will be responsible for monitoring the LEED goals and assist the Village with submittal of the certification package to the U.S. Green Building Council; and
- A statement attesting there is not existing contractual relationship between your firm and Waypoint Contracting, Inc. of Doral and/or Saltz Michelson.

Please limit your proposal to no more than ten (10) pages.

Please return proposal no later than December 20, 2023. If you do not wish to provide a proposal, please let me know.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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 ITB# 2023-11-002 CONTRACT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO APPROVE THE AMOUNT BUDGETED IN FISCAL YEAR 2023-2024 IN THE AMOUNT NOT TO EXCEED ONE HUNDERD TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso - FY 23-24 Traffic Calming Devices.doc

Reso Memo - FY 23-24 Traffic Calming Devices.doc

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO ITB# 2023-11-002 CONTRACT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO APPROVE THE AMOUNT BUDGETED IN FISCAL YEAR 2023-2024 IN THE AMOUNT NOT TO EXCEED ONE HUNDERD TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00) (*Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist*)

WHEREAS, to maintain safe vehicular traffic through the Village streets and abiding by the traffic study conducted by Marlin Engineering, Inc., and the requests for calming devices to be installed by concerned residents, and

WHEREAS, the Village executed a contract with V & G Construction Solutions, Corp., for these services with a term schedule of three (3) years with a mutual option to extend annually, not to exceed five (5) consecutive years and the contract amount shall be based on each year's fiscal budget.

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

Section 1. The Village Manager is hereby authorized to approve the amount budget in fiscal year 2023-2024 in the amount not to exceed One Hundred Ten Thousand Dollars and Zero Cents ($110,000.00).

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: January 18, 2024

From: Nick Marano, Village Manager

Re: Village-Wide Traffic Calming Installation Devices ITB# 2023-11-002

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO ITB# 2023-11-002 CONTRACT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO APPROVE THE AMOUNT BUDGETED IN FISCAL YEAR 2023-2024 IN THE AMOUNT NOT TO EXCEED ONE HUNDERD TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00) (*Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist*)

BACKGROUND AND ANALYSIS:

To abide by the traffic study conducted to lower the speeds throughout the Village and to protect its citizens from high-speed vehicle traffic. The Village is seeking experienced contractors to be able to construct permanent humps, remove/relocate temporary humps, add signage where needed and bollards if necessary. The Village on an annual basis assigns a budget for “Traffic Calming”. This fiscal year’s budget should not exceed One Hundred Ten Thousand Dollars and Zero Cents ($110,000.00). Location of streets will be dictated by the Public Service Department based on the traffic study obtained and the requests from residents of Palmetto Bay.

FISCAL IMPACT:

The 2023-2024 fiscal budget assigned $110,000.00.

AGENDA ITEM NO. 14.I

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
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, WHEREIN THE VILLAGE COUNCIL DIRECTS THE MAYOR TO MOVE COUNCILMEMBER MARSHA MATSON'S SEAT ON THE DAIS ONE CHAIR AWAY FROM COUNCILPERSON STEVE CODY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Move My Seat-MM

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, WHEREIN THE VILLAGE COUNCIL DIRECTS THE MAYOR TO MOVE COUNCILMEMBER MARSHA MATSON'S SEAT ON THE DAIS ONE CHAIR AWAY FROM COUNCILPERSON STEVE CODY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, The Village Mayor by custom assigns seats on the Council dais; and,

WHEREAS, at the Jan. 8, 2024, Council meeting, Councilmember Marsha Matson asked the Mayor to move her seat on the dais away from Councilperson Steve Cody sitting next to her because of her concerns over her physical safety, with no result; and,

WHEREAS, Councilmember Matson has written to the village attorney, village manager, and village clerk and spoken to the police major asking them to ask the Mayor to move her seat on the dais away from Councilperson Cody because of her concerns over her physical safety, with no result; and,

WHEREAS, Councilmember Matson has a medical condition that if she is touched and falls, she may be severely injured; and,

WHEREAS, Councilmember Matson is in fear of her physical safety from Councilmember Cody sitting next to her on the dais.

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

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

Section 2. To allay Councilmember Matson's concern for her physical safety, the Village Council directs the Mayor to move Councilmember Matson's seat on the dais one chair away from Councilmember Cody.

PASSED and **ADOPTED** this 5th day of February, 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.J

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Andrea Candelaria, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING MIAMI DADE COUNTY'S FULL APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S CLIMATE RESILIENCE REGIONAL CHALLENGE, SEEK TO COLLABORATE WITH MIAMI-DADE COUNTY UPON THE COUNTY'S ACCEPTANCE IN THE CLIMATE RESILIENCE REGIONAL CHALLENGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration, Prepared by Community and Economic Development Director Heidi Siegel)*

SUGGESTED ACTION:

ATTACHMENTS:

Staff Memo VPB Collaboration with MDC NOAA.docx
VPB Collaboration with MDC for NOAA grant RESO.docx
Attachment A Miami-Dade County Project Summary Operation RERAP.pdf

To: Honorable Mayor and Village Council

Date: February 5, 2024

From: Nick Marano, Village Manager

Re: Supporting Miami-Dade County Application to NOAA Climate Resilience Regional Challenge

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S FULL APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S CLIMATE RESILIENCE REGIONAL CHALLENGE, SEEK TO COLLABORATE WITH MIAMI-DADE COUNTY UPON THE COUNTY'S ACCEPTANCE IN THE CLIMATE RESILIENCE REGIONAL CHALLENGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration, Prepared by Community and Economic Development Director Heidi Siegel).*

BACKGROUND:

Staff is seeking Village Council approval for the Village to support Miami-Dade County's full application to National Oceanic and Atmospheric Administration's (NOAA) Climate Resilience Regional Challenge in support of Operation RERAP- Regional Environmental Resilience Acceleration Project. Furthermore, it is the intent of the Village to collaborate with Miami-Dade County upon the County's acceptance in NOAA's Climate Resilience Regional Challenge.

Upon consultation with County staff, a potential project has been identified. Miami-Dade County intends to conduct vegetative management of corridors with critical assets that are vulnerable to the impacts of invasive plant species. This effort would include the removal of invasive vegetation under existing power lines and planting appropriate native species that pose less of a risk to infrastructure resources. A future collaboration will enable the Village and County to increase their overall tree canopy and could lead to carbon reduction, healthy lifestyle, and reducing heat island effects on urbanized areas. Furthermore, this collaboration will enable the Village to be more resilient and storm

ready for future severe weather events that are becoming more prevalent due to climate change's effects.

This future collaboration is dependent upon Miami-Dade County being accepted into the challenge.

FISCAL IMPACT:

Miami-Dade County staff has stated that a future collaboration will not require a financial contribution from the Village.

RECOMMENDATION:

The Village staff recommends that the Village Council approve the Resolution supporting Miami-Dade County's full application to National Oceanic and Atmospheric Administration's (NOAA) Climate Resilience Regional Challenge in support of Operation RERAP- Regional Environmental Resilience Acceleration Project.

ATTACHMENTS:

- Miami-Dade County Project Summary of Operation RERAP-Regional Environmental Resilience Acceleration Project

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S FULL APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S CLIMATE RESILIENCE REGIONAL CHALLENGE, SEEK TO COLLABORATE WITH MIAMI-DADE COUNTY UPON THE COUNTY'S ACCEPTANCE IN THE CLIMATE RESILIENCE REGIONAL CHALLENGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration, Prepared by Community and Economic Development Director Heidi Siegel).*

WHEREAS, the Village Council has identified environmental stewardship and sustainability as a key strategy towards the Village's future vision; and

WHEREAS, as the Village is designated a Tree City USA Community, the Village recognizes that it is in the best interest of the community in planting the *right tree in the right place* and removing invasive species; and

WHEREAS, the Village is committed to achieving a more sustainable and resilient environment, not only through local practices and legislation, but also through collaboration with other similarly concerned agencies ; and

WHEREAS, this Village of Palmetto Bay is currently a partner with Miami-Dade County on its Building Efficiency BE305 program, its Resilient 305 program and the Water and Sewer Department's irrigation evaluation, update and reimbursements through the Agricultural Extension Office, and

WHEREAS, the Village of Palmetto Bay currently collaborates with Miami Dade County Division of Environmental Resources Management (DERM) to enforce illegal tree trimming, all tree removals and tree mitigation; and

WHEREAS, the Village's future comprehensive plan states that the

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

village shall protect, promote and appropriately manage its flora and fauna in order to enhance the sustainability and quality of life of the community; and

WHEREAS, the Village is currently updating its landscape code to better protect the natural tree canopy of its community; and

WHEREAS, the Village's Landscape Ordinance promotes reestablishing native habitat where appropriate, and encourages the appropriate use of native plant material in the Village; and

WHEREAS, Miami-Dade County has been invited to submit a full application to National Oceanic and Atmospheric Administration's (NOAA) Climate Resilience Regional Challenge in support of Operation RERAP- the Regional Environmental Resilience Acceleration Project; and

WHEREAS, through Operation RERAP, Miami-Dade County intends to conduct vegetative management of corridors with critical assets that are vulnerable to the impacts of invasive plant species; and

WHEREAS, Miami-Dade County and the Village of Palmetto Bay seek to collaborate in the removal of invasive vegetation in utility and critical corridors and planting appropriate native species that pose less of a risk to infrastructure resources; and

WHEREAS, this collaboration will enable the Village and County to increase their overall tree canopy and meet their enhanced goals for carbon reduction, healthy lifestyle, reducing heat island effects on urbanized areas; and

WHEREAS, this collaboration will enable the Village to be more resilient and storm ready for future severe weather events that are becoming more prevalent due to climate change's effects.

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

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

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

Section 2. The Mayor and Village Council supports Miami-Dade County's full application to National Oceanic and Atmospheric Administration's (NOAA) Climate Resilience Regional Challenge in support of Operation RERAP- the Regional Environmental Resilience Acceleration Project, and the Mayor and Village Council further express a desire to collaborate with Miami-Dade County upon the County's acceptance in the Climate Resilience Regional Challenge.

PASSED and ADOPTED this 5th day of February, 2024.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE AT ADOPTION:

Mayor Karyn Cunningham _____

Council Member Steven Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Council Member Patrick Fiore _____

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

Project Summary of Operation RERAP-
Regional Environmental Resilience Acceleration Project

Miami-Dade County (MDC) has been invited to submit a full application to NOAA's Climate Resilience Regional Challenge in support of *Operation RERAP- Regional Environmental Resilience Acceleration Project* following acceptance of a Letter of Intent. Overarching goals for *Operation RERAP* include the enhancement and creation of a protective nature-based solution to increase climate resilience, spanning from the coastline to the urban core. *Operation RERAP* aims to improve the extent and function of coastal habitats and natural and nature-based features in urban spaces. The objectives of the various *Operation RERAP* projects are to enhance and sustain ecosystem services that provide risk reduction benefits to MDC's coastal communities, including marginalized and underserved communities. Funding in the amount of approximately $55 million is requested to support Implementation of Resilience and Adaptation Actions (Track Two), to support *Operation RERAP.* Funding is proposed to expand the capacity of local government to accelerate the construction of projects, to provide job training and capacity-building supporting adaptation actions in priority communities, and facilitate partnership between government and local academic institutions.

Southeast Florida is among the areas most at-risk to the impacts of a changing climate. Many communities are already experiencing significant challenges and increasing risks from sea-level rise (SLR), rainfall and storm intensification, extreme heat, and saltwater intrusion. One such interjurisdictional region within South Florida vulnerable to the increasing impacts of these coastal hazards is MDC, a heavily urbanized coastal jurisdiction with one of the most complex flood control and water management systems in the world. MDC is bordered by Biscayne Bay and the Atlantic Ocean to the east, Everglades National Park to the west, the Florida Keys (Monroe County) to the south, and Broward County to the north. Miccosukee tribal lands are also located within and adjacent to MDC. Tidal flooding events are expected to increase every year. The number of days of temperatures above 90ºF has increased by 51 days in the last 50 years. Rapid intensification of storms and increasing storm frequency continues to cause billions of dollars in damage. Miami-Dade County is the canary in the coal mine for climate-induced hazards facing U.S. coastal communities and can serve as a model of innovation as resilience investments accelerate and are replicated. MDC is the most populous county in Florida with over 2.7 million residents and third largest county with 1,946 square miles and 34 municipalities. Despite regional risks, the MDC government is leading climate resilience efforts in Southeast Florida.

The overall resilience vision for *Operation RERAP* is to create an interconnected and high-performing nature-based solution set that disrupts the cycle of ecological degradation, to lower risks of impacts from events such as hurricanes, while also reducing chronic stressors caused by extreme heat and sea level rise. The nature-based vision is the integration of urban areas into habitat and nature inspired projects that realize risk reduction. *Operation RERAP* aligns with numerous vulnerability assessments and climate action plans developed by MDC and its partners based on extensive community engagements and climate vulnerability assessments. Each plan highlights the benefits of enhancing natural resources to improve the quality of life through mangrove enhancements and watershed canopy.

Through *Operation RERAP*, MDC intends to create a more protective and interconnected forest extending from the coastline landward to the urban core by enhancing key coastal plant communities (coastal forests) and conducting vegetative management of corridors with critical assets that are vulnerable to the impacts of invasive plant species. Proposed activities include: a) Restoring coastal forest communities by filling in canals and re-creating native plant communities within the canal; b) Constructing thin layer sediment placement projects in the southern part of an important coastal mangrove forest to accelerate peat accrual which will have cascading benefits; c) Increasing public access and hydrological improvements to an isolated mangrove forest by co-locating enhancements to a public access feature and restoring tidal flow between two parts of a mangrove forest immediately adjacent to a popular park and by removing fill from forest in the northern part of Biscayne Bay and replanting historic forested plant communities within Environmental Preserves and publicly owned stretches of Oleta River and tributaries; d) Removing invasive vegetation in utility and critical corridors and planting appropriate native species that pose less of a risk to infrastructure resources; e) Reduce wildfire risks in high poverty neighborhoods and corridors; and f) Partner with local entities to reduce heat island effects through increases of vegetation. Adaptation actions

are grouped into the following components and include the entity that would implement the activity are listed below:

1. **Enhance Coastal Plant Communities to Reduce Risk:** Goals for this action include the following: Increase coastal plant community elevations to enhance their capacity to adapt to SLR through thin layer sediment placement; Enhance storm surge attenuation by increases in forest volume and density; Filling-in drainage ditches and abandoned canals along the coastline edge to prevent pathways for surging waters to funnel storm surge inland and prevents large amounts of damage; Historical fill within coastal wetlands impede flow that coastal forests depend on triggering die offs and "white zones," construction of hydrological connections provide public access opportunities for underserved communities; Through interagency collaboration, construction of these projects proposed on land managed by two state agencies, one federal agency, and two municipalities in addition to land owned/managed by the county.
2. **Reduce Hazardous Vegetation in Urban Core**: Goals for this action include the following: Replace invasive plant species along utility corridors and public rights of ways to reduce the likelihood of large trees falling during storms that block roads, damage critically important transmission lines, and impede maintenance and operation of critical infrastructure, and recovery after a storm event; Reduce the fuel load of invasive grasses in forested areas within high poverty neighborhoods and transmission corridors where risk of wildfire is high; Targeted efforts to provide tree canopy to those that are most vulnerable will include shade trees at underserved schools and shade enhancements along corridors with the most heat stressed communities, workers. These projects are to be completed in partnership with Municipal partners, the local utility company and in partnership with a state and a federal agency.
3. **Endurance through Building Workforce Capacity and Community Stakeholders as Decisionmakers**: Goals for this action include the following: Partnership with four non-profits will provide access and opportunity for workforce training; Opportunities begin in grade school through programming provided by Dream in Green and through an equity partnership between the United Way and Girl Scouts of Tropical Florida; and Post high school employment/job training opportunities will be provided through 20 positions created by the Greater Miami Service Corps to work on *Operation RERAP* projects. Finally, through the academic partnership responsible for monitoring and assessment internships will be made available as well as academic coursework. Project activities will be informed by local community members and organizations.

The overall intended outcomes of *Operation RERAP* are reduced risks to coastal communities, infrastructure, economies, and ecosystems from weather and climate impacts. Intended outcomes include significant improvement in performance of the County's coastal forests, thus reducing risks of storm surge during storm events; Reducing risk of hazard trees to wind events will reduce power outages during times of need; and Protection of existing native habitats and enhanced urban tree canopy will provide much needed shade in the urban heat island. Wildfire risk reduction is a pressing need because federally protected/regulated forests (Endangered Species Act) exist throughout the urban core and have a high cover of invasive grasses known to drive extreme wildfire events such as those recent events in Maui.

Outcomes also include protection of vulnerable marginalized and underserved communities. Ecologically functional communities along coastlines and embedded in the urban core confer important ecosystem services that protect and enhance the quality of life for people. These ecological communities can often provide the greatest benefits to those most marginalized and underserved communities (e.g., cooling, keeping drinking water costs low, increasing recreational access, and supporting carbon sequestration). Work within this proposal will occur either within, for, or adjacent (especially coastal forests) to Environmental Justice (EJ) communities identified by the federal government through the climate and equity tool. Canopy enhancements are identified as a community recommendation in MDC's Climate Action Plan and target the fifteen lowest canopy and highest poverty census places. Particularly acute is the quality of canopy in low canopy areas and the prevalence of weed invasive species in neighborhoods that are historically underserved, including resources allocated towards maintenance of high-performing tree canopy. Most coastal forests in urban areas are within or directly adjacent to EJ areas

and this project will provide direct benefits to EJ areas by improving the quality and resilience of the forest canopy. Miami-Dade County has a poverty rate of 15.7%. The most vulnerable age groups (young people under the age of 18 and elderly 65 and older) experience poverty at higher rates (18-23%). Integrating new and novel ways to safeguard the basic resources and benefits provided by ecological communities will help ensure these community members are not further burdened by disproportionate impacts caused by greater susceptibility to climate change. Anticipated job activity will be five direct hires to county government over five years. *Operation RERAP* will provide 30 annual job training opportunities and partner positions. Economic activity anticipated is supporting a total of 56 jobs per year through implementation. Total five-year activity is estimated at 455 jobs over the course of the project.

Operation RERAP will be led by the MDC Division of Environmental Resources Management (DERM), lead applicant and primary property owner of forested lands including areas of mangrove wetlands. DERM works to protect, maintain, and enhance the County's natural resources and their many benefits to the urban, metropolitan coastal communities through countywide monitoring, education, restoration, regulatory, and land management programs to protect water quality, drinking water supply, air quality, and natural resources that are vital to the health and well-being of all residents, visitors, and the ecosystem. To accomplish these goals, DERM works collaboratively with many partners, including NOAA, to be leveraged by this effort, having worked together across many projects and programs over many years, most notably through the Southeast Fisheries Science Center (SEFSC) and Atlantic Oceanographic and Meteorological Laboratory (member of MDC's Biscayne Bay Watershed Management Advisory Board, a governance structure established by the Board of County Commissioners to track progress and hold stakeholders accountable for Biscayne Bay restoration). The Center and Laboratory play a role as technical advisors on Biscayne Bay projects ranging from grant funding to counsel on environmental emergencies. Proposed work takes place in the Biscayne Bay watershed, which is one of 11 NOAA Habitat Focus Areas across the U.S. and territories. MDC regularly engages with NOAA protected species experts regarding coastal construction permits and protected species and critical habitat. MDC anticipates seeking opportunities to connect with partners in the Climate Adaptation Partnership Program to leverage lessons learned on reducing barriers to increasing coastal forest and leveraging federal tools that enhance our capacity to apply an equity lens and evaluate and demonstrate the impact of our proposed climate adaptation actions to marginalized and underserved communities. DERM's outreach and engagement plan for projects include engaging stakeholders, organizing events, press releases and providing educational opportunities that emphasize NOAA initiatives.

Operation RERAP, its proposed vision, strategies, activities, and outcomes align with local and regional plans and once implemented is anticipated to not just further but accelerate the implementation of their directives and actions to achieve greater regional climate resilience. Aligning local plans include, but are not limited to the Climate Action Strategy, Heat Action Plan, Comprehensive Development Master Plan, Sea Level Rise Strategy, and Resilient305 Strategy. *Operation RERAP* projects are consistent with regional planning efforts such as the Comprehensive Everglades Restoration Plan, and wildlife planning agencies. MDC is seeking the support and participation of the many jurisdictions: Florida Department of Environmental Protection, South Florida Water Management District, Biscayne National Park, and 34 local municipalities. Collaborators include Florida International University, University of Miami, U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration, and MDC Public School System. Collaboration and support come from 18 community partners. MDC's *Operation RERAP* projects will occur in the 24th, 27th, and 28th Congressional districts of Florida.

Monitoring of outcomes will be conducted by local universities building on previous resilience models and a logic model of implementation. NOAA investments to apply community-driven, neighborhood-scale metrics and assessment of annual benefits. Data on outcomes will be integrated into an existing visualization interface to promote transparency, accountability, and communications in reporting. Activities will address program priorities such as regional coordination and collaboration, equity and inclusion, and outreach and engagement.

AGENDA ITEM NO. 14.K

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	February 5, 2024
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND THE AMOUNT OF FOURTEEN THOUSAND ($14,000) DOLLARS TO PURCHASE LAND FOR A VILLAGE POCKET PARK AND TO COORDINATE WITH THE COUNTY FOR THE PURCHASE IN ACCORDANCNE WITH COUNTY IMPLEMENTING ORDER 8-4; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Pocket Park
Exhibit A-Pocket Park

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO EXPEND THE AMOUNT OF FOURTEEN THOUSAND ($14,000) DOLLARS TO PURCHASE LAND FOR A VILLAGE POCKET PARK AND TO COORDINATE WITH THE COUNTY FOR THE PURCHASE IN ACCORDANCNE WITH COUNTY IMPLEMENTING ORDER 8-4; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

WHEREAS, the Mayor and Village Council, by passing Resolution No. 2023-01, authorized the Village Manager to coordinate with Miami-Dade County to acquire land located in the Village suitable for public uses, including pocket parks; and

WHEREAS, vacant land of approximately 101,059 square feet, carrying folio number 33-5023-009-0120, located south of SW 140th Street (the "Site"), has been identified as a suitable location for a Village Pocket Park; and

WHEREAS, on December 28, 2022, the Village received a certified letter from the Miami-Dade County Real Estate Development Division, notifying the Village of a possible sale of the Site and asked if the Village is interested in acquiring the Site; and

WHEREAS, the Village expressed interest in acquiring the Site for the purpose of using it as a Village Pocket Park, having previously been identified as a potential Pocket Park during the development of the Village's Park Master Plan; and

WHEREAS, as part of the Parks Master Plan process, the Village conducted an extensive Community Survey in which Smaller Neighborhood Parks, Natural Parks and Preserves and Walking Trails as scored highly; and

WHEREAS, the Village Council has consistently declared its preference for and desire to acquire additional land for Pocket Parks.

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

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

Section 2. The Village Manager is authorized to expend the amount of fourteen thousand ($14,000) and directed to take all actions necessary to coordinate the County for the acquisition of the Site, which legal description is attached as Exhibit "A".

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

PASSED and **ADOPTED** this 5th day of February, 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Internal Services
Real Estate Development Division
111 NW 1st Street • Suite 2460
Miami, Florida 33128
T 305-375-2363 F 305-375-1157

COUNTY

miamidade.gov

December 28, 2022

Via E-Mail and Certified Mail
Receipt No.: 7021 0350 0000 5245 4404

Honorable Karyn Cunningham
Village Mayor
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Property Being Considered for Surplus Designation
Location: Adjacent South of 7450 SW 140 Drive, Miami, FL 33183
Folio No.: 30-5023-009-0120

Dear Mayor Cunningham:

On July 28, 2022, Kassandra Padron, a resident of the Village of Palmetto Bay (Village), submitted a written application in accordance with Implementing Order 8-4 to inquire about purchasing a County-owned property located adjacent south of 7450 SW 140th Drive, Miami, Florida. The Folio number for the property is 33-5023-009-0120. The area requested measures approximately 101,059 square feet. Ms. Padron is an adjacent property owner and intends on sub-dividing the property amongst her neighbors. The property currently holds FPL powerlines and accompanying easements which makes the property not buildable.

Please consider this letter as intent on behalf of Miami-Dade County's Internal Services Department (ISO), to make the Village aware of the possible sale of County-owned property. In the event the Village is interested in the parcel, please contact us within ten (10) days of receipt of this letter.

Please note, the parcel would require taking over any initial acquisition costs or existing financial obligations. Examples of existing financial obligations may include lot clearing fees, water and sewer charges, special assessments, ISO administrative fees, etc. ISO would consult with the Village to discuss any existing financial obligations, legal notices, or other charges that may exist or require action.

Should you have any questions, please do not hesitate to contact me at 305-375-5754 or by e-mail at mark.burns@miamidade.gov.

Sincerely,

Mark Burns
Assistant Division Chief

Attachment

c: Nick Marano, Village Manager, Village of Palmetto Bay

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 11/2/2022

Property Information	
Folio:	33-5023-009-0120
Property Address:	
Owner	MIAMI-DADE COUNTY GSAR/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	**O/O/O**
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	OSq.Ft
Adjusted Area	OSq.Ft
Lot Size	101,059.2 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Lal)d Value	$13,920	$31,320	$31,320
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$13,920	$31,320	$31,320
Assessed Value	$13,920	$31,320	$31,320

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$13,920	$31,320	$31,320

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
23 55 40 2.32 AC M/L
TANGLEWOOD GARDENS PB 68-66
FLORIDA POWER & LIGHT COMPANY
EASEMENT BLK 2
LOT SIZE 101059 SQUARE FEET

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
City			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

Implementing Order No.: 8-4

Title: GUIDELINES AND PROCEDURES FOR THE SALE, LEASE, AND CONVEYANCE OF COUNTY REAL PROPERTY

Ordered: 2/1/2022 **Effective:** 2/11/2022

AUTHORITY:

Sections 125.35, 125.37, 125.379, 125.045 and 125.38, Florida Statutes, Sections 2-8.6.5 and 2-10.4.2 of the Code of Miami-Dade County, Florida, Resolution Nos. R-377-09, R-974-09, R-256-13, R-461-13, R-761-13, R-791-14, R-1000-14, R-333-15, R-64-16, R-380-17, R-407-19, R-365-21 and R-1121-21.

SUPERSEDES:

This Implementing Order supersedes and replaces Implementing Order No. 8-4 dated May 5, 2020 and effective May 15, 2020.

POLICY:

The authority to sell, lease or otherwise dispose of County-owned real property lies solely with the Board of County Commissioners ("Board"). Such sale, lease, or disposition shall be accomplished in a transparent manner, with adequate protections in place to ensure that the intended purpose of the sale, lease, or disposition, as approved by the Board, is met. Dispositions include the granting of easements.

It is further the policy of this County that it desires to contract to sell, lease or dispose of County-owned real property to responsible entities, and to know the ownership composition of all entities to whom it contracts to sell, lease or dispose of County-owned real property. The term "responsible entity" relates to the entity's financial condition, capability, experience, and past performance, and includes honesty and integrity, skill and business judgment, experience and capacity for performing under the contract, and previous conduct, including but not limited to, meeting its financial obligations. Analysis of previous conduct shall include but not be limited to consideration as to whether the requestor, or other entity in which the requestor has a controlling financial interest, was previously conveyed or leased County-owned property which was later the subject of an involuntary reverter or lease termination by the County. Determinations on responsibility are ultimately made by the Board of County Commissioners and, where the delegated authority exists to contract, by the County Mayor, and are fundamentally issues of business judgment and policy. The term "ownership composition" as used in this Implementing Order means the identification of all persons with an ownership interest in such entity in excess of five percent; provided, however, that the ownership composition of governmental entities or publicly traded companies does not need to be identified or determined. The County Mayor or the County Mayor's designee shall include this policy in any notice or solicitation issued for the sale or lease of County-owned real property.

Nothing in this Implementing Order shall be construed as limiting the authority of County Commissioners from sponsoring items for consideration by the Board of County Commissioners for the sale or lease of County-owned property.

This Implementing Order shall be applied in a manner that is consistent with applicable federal and state laws and regulations, including, but not limited to those laws, regulations and directives related to the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration program and HUD's requirements for the demolition and disposition of public housing developments as set forth in Section 18 of the United States Housing Act of 1937, as amended, and applicable regulations promulgated by HUD.

This Implementing Order shall supplement and also apply to conveyances or leases pursuant to the Miami-Dade County Infill Housing Initiative Program, as codified in section 17-171 et seq. of the Miami-Dade County Code and Implementing Order 3-44, which set forth procedures and guidelines for property disposition. To the extent that there is a conflict between the provisions set forth in this Implementing Order and Implementing Order 3-44, the provisions of this Implementing Order shall govern unless otherwise prescribed by Code or Statute.

PROCEDURE INITIATING ACTION; APPLICATION, PROPERTY CIRCULATION, AND REVIEW OF RESTRICTIONS:

Any government official, Department Director, or any private party, governmental entity, or corporation proposing the sale, lease or other disposition of County-owned real property shall abide by the procedures as set forth herein.

The Department Director, other official, private party, governmental entity, or corporation is required to submit a memorandum or letter application to the County Mayor or to the County Commissioner of the district in which the property lies detailing all pertinent information regarding the proposal or request. The pertinent information for non-competitive conveyances shall include, but not be limited to, a disclosure under oath of the ownership composition of the requesting entity, and information sufficient to support a finding that the requestor is a responsible entity.

In the case of (1) any not-for-profit entity seeking the sale or lease of County-owned real property for community interest and welfare purposes pursuant to section 125.38, Florida Statutes, or (2) any entity requesting the sale or lease of County-owned real property for the construction of affordable housing pursuant to section 125.379, Florida Statutes, or (3) any entity requesting the sale or lease of County-owned real property for economic development under section 125.045, Florida Statutes, the requesting entity shall include in its letter application to the County, to the extent applicable: (i) an identification of the property requested by address and/or folio number; (ii) a detailed description of the proposed use of the County-owned real property and any development thereon, including how it meets the requirements of community interest and welfare or affordable housing purposes; (iii) an identification and a summary of the past experience of the requestor, the requester's key personnel, developer, and first-tier consultants and contractors; (iv) an estimate of the costs of construction and operation and the manner in which the requester intends to finance the development, operations and maintenance of the requested property, including proposed sources of funds and revenues; (v) the length of time the entity has been active and the number of employees; (vi) a proposed

schedule for the commencement and completion of any construction or renovation of the requested property, including development milestones, which may be used as a basis for lease termination or reverter provisions; and (vii) the proposed rental rate or purchase price, which, if nominal, shall include the asserted basis for the reduced payment rather than the payment of market value, market rent, or rent in lieu of taxes. In the event that the not-for-profit entity is requesting a conveyance, rather than a lease, it shall include in its application the specific basis for any compelling circumstances justifying a conveyance rather than a lease.

If the request and application is submitted to a County Commissioner, the Commissioner, after reviewing same, may determine whether they wish to move forward with the processing of the request. If the Commissioner seeks to proceed, the Commissioner shall forward, or cause to be forwarded, the request and application to the County Mayor who shall proceed with the process for disposition of County-owned real property as set forth in this Implementing Order.

If the request and application is not Commissioner-generated, the County Mayor, or the County Mayor's designee will review the request to determine if there is a need to refer the request to the Internal Services Department for further processing. If it is determined that there is such a need, the County Mayor or the County Mayor's designee will refer the request to the Internal Services Department or other successor department with the responsibility over property conveyances within ten days of receipt, and shall forward a copy of the request and application to the Commissioner of the district in which the property lies prior to forwarding the item to the Internal Services Department. The Internal Services Department, within five days of the referral of the request, will forward to appropriate departments and public agencies a questionnaire, with a response time of no more than ten days, to determine if there is planned use or anticipated need for the subject property, or if it could be declared surplus, and within 30 days of the referral of the request, will determine whether there are any restrictions or limitations contained in the deed, restrictive covenants, or other contracts that would preclude the conveyance of the County-owned real property or that would result in a significant financial impact to the County as the result of such conveyance (e.g. result in the repayment of grant funds) and, if so, whether the requesting entity can be made responsible for said financial impact to the County. The County Mayor or the County Mayor's designee shall prioritize any request made by the Miami-Dade Water and Sewer Department (WASD) or its successor department, for use or anticipated future use as WASD infrastructure (Resolution No. R-1121-21). The Internal Services Department will also determine whether the subject property is connected to or has access to a sanitary sewer system.

INTERNAL SERVICES DEPARTMENT AND REGULATORY AND ECONOMIC RESOURCES DEPARTMENT:

Based on the findings of the questionnaire concerning possible use of the property and its review of the contracts and restrictions pertaining to the property, the Internal Services Department will submit its findings and recommendations to the County Mayor or the County Mayor's designee within 15 days of the completion of the circulation and review of restrictions. Where there is no proposed use by a commenting County agency or department, the Internal Services Department shall immediately upon its receipt of the results of the questionnaire, forward the request or proposal to the Regulatory and Economic Resources Department ("RER"), or any successor department that oversees the County's planning functions, for its review and determination as to whether the

property is zoned consistent with the proper land use planning for the area or whether there should be a change in zoning on the subject property. The recommendation of RER shall be sent to the Internal Services Department within fifteen days of RER's receipt of the request or proposal to be sent to the Mayor's Office to be considered as part of the recommendation of the Internal Services Department. Nothing herein shall require a questionnaire or circulation for property that is to be leased pursuant to the authority set forth in section 125.35(b)(1) and (2), Florida Statutes.

COUNTY MAYOR'S OFFICE AND REQUIREMENTS FOR MAYOR'S MEMORANDUM, NOTIFICATIONS, AND PROVISIONS IN LEASES AND CONVEYANCE DOCUMENTS:

Whenever there is a valid proposed use by the commenting County agencies, the County Mayor or the County Mayor's designee will inform, in writing, the requesting party that the proposal has been reviewed and that the County Mayor has determined that the property cannot be declared surplus and conveyed or leased. In the case of a request or application that was referred to the County Mayor by a County Commissioner, a copy of such written notice to the requesting party shall be provided to the referring County Commissioner, along with a memorandum including the specific basis for the County Mayor's determination, along with written documentation from the requesting department setting forth its request for the property and specifying the intended need and proposed use of the requesting department. If a determination is made that the property can be declared surplus, and that there are no restrictions precluding the proposed lease or conveyance, then following the receipt of bids or proposals under a solicitation, or within 30 days of such determination for non-competitive conveyances and before the Board's consideration of a proposed sale or lease of County-owned real property, the County Mayor or the County Mayor's designee (i) shall perform due diligence necessary to determine whether or not the contracting entity is a responsible entity, and (ii) shall confirm the ownership composition provided by the requestor. Whenever there is a request or application that was referred to the County Mayor by a County Commissioner, the County Mayor shall, if the property can be declared surplus, prepare a memorandum within five days of such determination, addressed to the referring County Commissioner, attaching the request and application by the requesting entity, and setting forth: (i) whether the terms and conditions set forth in the application for sale or lease of County- owned property meet the requirements of community interest and welfare or affordable housing purposes; (ii) whether there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant; (iii) the ownership composition of the proposed purchaser or tenant;
(iv) the market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market value less than $5,000,000.00, the value set forth in the property appraiser's website (Resolution No. R-333-15); (v) with respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased; and (vi) the identification of the department and the person who will be monitoring compliance with the terms of the lease or deed.

The Commission Auditor shall independently and simultaneously review and comment on the proposed leasing and conveyance of County property prior to the submission of an agenda item or agenda items to the Board. No agenda item shall be placed on an

agenda of the Board without the foregoing reviews by the County Mayor or Mayor's designee, subject to the exception set forth herein, and the Commission Auditor.

If a County Commissioner requests to sponsor an item for sale or lease of County- owned real property as a Commissioner-sponsored item rather than a Mayoral- sponsored item, the County Mayor or the County Mayor's designee shall nevertheless be responsible for negotiating the final proposed contract on behalf of the County and the aforementioned memorandum to the referring County Commissioner shall be attached to any Commissioner-sponsored resolution presented to the Board for consideration and approval. In all other instances which do not involve Commissioner requests, upon receipt by the County Mayor of the recommendations from the Internal Services Department, the County Mayor shall determine whether to forward a recommendation to the Board for its approval of said conveyance without competitive process where otherwise legally allowed or, following a competitive process for the sale or lease of the property in question, a recommendation for its approval of said conveyance, or take any other action or make any other recommendation. If the agenda item for said conveyance is not sponsored by the district commissioner of the district in which the real property proposed to be sold or leased is located or, in the case of multiple properties across multiple districts, when the item is not sponsored by a commissioner of any of the districts in which the properties are located, then a two-thirds vote of Board members present shall be required to approve said item for the sale or lease of County-owned real property or properties. The two-thirds vote requirement shall not apply to property located at Miami International Airport, PortMiami, and to property designated as a terminal or facility of countywide significance, nor shall it apply in the event that there is a recusal of such district commissioner from participating prior to or at the Board meeting when the item is considered.

If at the conclusion of the verification period set forth herein, the aforementioned timelines have not been met, a commissioner can thereafter bring an item forward for consideration by the Board to approve the conveyance or lease of real property as a Commissioner sponsored item without the necessity of seeking a waiver of this Implementing Order.

When applicable, the County Mayor or the County Mayor's designee shall comply with the following procedures:

(i) Prior to placing any item on an agenda of this Board or any committee of this Board for the sale, lease or surplus of County-owned property, or the issuance of any request for proposal or expression of interest regarding same, the County Mayor or the County Mayor's designee shall provide no less than four weeks' written notification to the District Commissioner in which such property lies (Resolution No. R-380-17);

(ii) Prior to placing any item on a Board agenda for a lease with a proposed tenant that provides programs or services to children and/or developmentally disabled individuals, the County Mayor or the County Mayor's designee shall perform a national criminal background check of the tenant, its principals, and their spouses, parents and children that will be working at the property, and report any adverse findings to the Board along with any recommendation to approve the lease (Section 2-8.6.5 of the Miami-Dade County Code);

(iii) In the event that the value of the property being sold is reasonably estimated to exceed $5,000,000.00, the County shall have the property appraised by two real estate appraisers holding an M.A.I designation prior to placing an item on an agenda, unless waived upon written recommendation of the County Mayor upon a finding that it is in the best interest of the County to do so. (Section 2-10.4.2 of the Miami-Dade County Code);

(iv) Prior to consideration by the Board or any committee of the Board of any proposed conveyance or lease without competitive bidding, pursuant to sections 125.045, 125.379 or 125.38, Florida Statutes, written notification shall be provided to the public by either (i) publication in a newspaper of general circulation or in a newspaper distributed in the locality where the subject property lies; (ii) mailed written notice to all property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll as updated, within a one-half mile radius of the subject property; or (iii) posting such notice on the subject property in a manner conspicuous to the public, by a sign or signs containing the required written notice information. The required written notice to the public required herein shall, at a minimum, contain the following information: (i) an identification of the subject property by address, folio number, and size; (ii) the date, time and location of any scheduled meeting of the Board or any committee of the Board regarding the sale or lease of the subject property; and (iii) a description of the proposed sale or lease including the recipient, intended use, and nature of the project or proposed construction. The cost of such notice shall be borne by the entity requesting the sale or lease, of County-owned real property, except in the case of substantial hardship which shall be determined in the discretion of the County Mayor or the County Mayor's designee (Resolution No. R-407-19); and

(v) All contracts, leases, and agreements, except those with other governmental entities, must be executed by the other party before submission to the Board.

LEASE AND DEED REQUIREMENTS AND RESTRICTIONS, REVERTER AND TERMINATION:

All leases, deeds and other disposition documents of County-owned real property, as applicable, shall:

(i) Include deadlines, milestones or other firm time periods by which the purpose of the sale, lease or disposition must be effectuated;

(ii) In the event that property is conveyed or leased for less than appraised value or fair market rental, include an automatic reverter clause or an automatic lease termination clause if the purpose of the sale or lease is not effectuated within the period specified in the lease or deed (Section 2-8.6.5 of the Miami-Dade County Code), relevant milestones are not met, which may include but not be limited to obtaining permits, commencement of construction and completion of construction, public use is not maintained, or a payment and performance bond or alternative security, as required by the lease or deed, are not provided prior to commencing construction (Resolution No. R-461-13). The lease or deed shall further provide that such automatic reverter or termination shall be at no additional cost to the County, and the County shall not be required to pay any

compensation to the entity in connection with the reverter or lease termination (Resolution No. R-1000-14). In the event that an automatic reverter or automatic lease termination is not included, a specific basis for not including same shall be set forth in the item presented to the Board, and at a minimum, language in generally the following form shall be included in the deed restrictions (as modified for lease termination):

> If in the sole discretion of the County, any term of this Deed is not complied with, ENTITY shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If ENTITY fails to remedy such default within thirty (30) days, title to the subject property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default. In the event of such reverter, ENTITY shall immediately deed such property back to the County, and the County shall have the right to immediate possession of the property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by ENTITY. The County retains such reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the property, ENTITY agrees that any defenses based upon the County's delay or failure to exercise the right of reverter are hereby waived.

Nothing in this section shall prohibit the County Mayor or the County Mayor's designee from including reverter language in leases or deeds for market rent or market value, provided, however, that it is not mandatory to do so;

(iii) Include a provision requiring Board approval of any transfer or assignment of the property to an unaffiliated entity in any deed or lease for less than fair market value or rental to a not-for-profit entity pursuant to section 125.38, Florida Statutes (Resolution No. R-1000-14);

(iv) Include a minimum rental payment in lieu of taxes in the event that tax exempt status is achieved by a not-for-profit entity, unless a hardship or other substantial reason exists for foregoing such payment (Resolution No. R-256-13);

(v) Include a termination or suspension provision in the event that an emergency situation arises wherein the property is needed by the County for an emergency public purpose (Resolution No. R-64-16);

(vi) With respect to all leases or deeds which require development of the property, include deadlines, timeframes and milestones, including, at a minimum, a date upon which permits must be obtained, a date upon which construction must commence, and a date upon which construction must be completed. Further, such leases and deeds shall include appropriate protection for County-owned property, or property in which the County retains a reversionary interest, including but not limited to a payment and performance bond or other form of alternative security, adequate insurance as determined by the Risk Management Division, and a letter of credit or other adequate security to ensure completion of the development, and if necessary, to clear any liens improperly placed upon the property, to pay delinquent taxes, or to address any costs or expenses in the event of reversion or lease termination, and including a provision that all liens shall remain the responsibility of the entity from whom the property was reverted;

(vii) Include appropriate insurance requirements after providing relevant provisions of the proposed lease or deed to the Risk Management Division for review of form and content to provide recommended insurance protection;

(viii) Include a provision requiring the entity to provide proof to the County on an annual basis that the property taxes have been satisfied;

(ix) Include a provision requiring the entity to provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in the lease or deed;

(x) Include a provision that any third-party mortgages allowed under the terms of the lease or the deed shall be subordinate to the interest of the County, and that all proceeds received from the mortgage loan shall be reinvested into the property; and

(xi) If the subject property is within the Urban Development Boundary, include a provision requiring that the property owner must connect to the sanitary sewer system by a certain deadline if the property is not currently connected unless the property is non-buildable, or the conveyance is to a governmental or not-for-profit entity for public uses that do not require sanitary sewer system, and including a provision prohibiting development without providing such access (Resolution No. R-365-21).

MONITORING:

All items for the sale or lease of County property submitted to this Board shall include the appointment of a department monitor and shall include the name of the individual appointed to monitor compliance with the provisions of the deed or lease. The County Mayor or the County Mayor's designee shall monitor the payment of real estate taxes on all properties conveyed by deed or lease and shall request the Miami-Dade County Tax Collector to provide them with duplicate annual tax notices (Resolution No. R-377-09). In the event of a tenant's noncompliance with the lease the County Mayor or the County Mayor's designee shall send a written notice of termination of the lease no later than five days after the event giving rise to such termination. In the event of grantee's

noncompliance with the deed restrictions, the County Mayor or the County Mayor's designee shall record a notice of reverter or similar instrument in the public record within five days of the event giving rise to the exercise of the County's reversionary interest. The failure of the County Mayor or the County Mayor's designee to send such notice of termination or record such notice of reverter will not be construed as a waiver of the County's rights under the lease or deed to avail itself of its remedies against the tenant or grantee, unless otherwise set forth in the lease or deed.

The County Mayor or the County Mayor's designee shall, on a quarterly basis, provide a report to this Board identifying any properties which are in non-compliance or default status, the nature of the non-compliance and the amount of time such property has been in non-compliance, any steps which have been taken to enforce compliance, available remedies, and recommendations. Such report shall also identify any properties which are 30 days away from approaching a milestone or potential event of default, and any properties that have reverted, or that the lease has been terminated, due to non-compliance. The County Mayor or the County Mayor's designee shall place the completed report on an agenda of the Board or a committee of the Board in accordance with Ordinance No. 14-65, and shall attach any recorded notice of termination, or notice of lease termination.

FINAL ACTION:

If the lease or conveyance of County-owned real property is approved by the Board, the Internal Services Department or successor department will take the necessary steps to conclude the transaction and to undertake any necessary responsibility review for subsequently identified purchasers or tenants.

Thereafter the fully executed documents will be returned to the Clerk of the Board for custody. The County Mayor or County Mayor's designee will notify the Risk Management Division of all contracts accepting liability on behalf of the County or requiring either the County or the other party to provide insurance coverage. The County Mayor or the County Mayor's designee shall record all instruments of conveyance in which the County retains an interest in the Public Records of Miami-Dade County and provide a copy of the instrument to the Clerk of the Board within 30 days of execution so that the Clerk may attach and permanently store a recorded copy of the instrument together with the authorizing resolution (Resolution No. R-974-09). All leases and operating agreements shall be provided by the County Mayor or the County Mayor's designee to the Property Appraiser's office within 30 days of execution of same (Resolution No. R-791-14).

OTHER PUBLIC AGENCIES:

If property owned by the County is desired by another governmental agency for a governmental public purpose, and it is determined by the Board that the property is not needed by the County for such use, it may be conveyed at a nominal cost. It is not required for such governmental agency to execute the lease, contract, or other agreement prior to placing an item on a Board agenda. Any conveyance of a road or portions thereof to a governmental entity shall include a specific provision that such road cannot be closed without approval by the Board (Resolution No. R-461-13).

COMPETITIVE SOLICITATIONS:

To insure the County against unnecessary processing expense, an earnest money deposit is to be deposited the Internal Service Department or successor department, in each case only as and if required by the applicable solicitation documents, by all private parties or corporations submitting a bid or proposal in response to a solicitation for the sale or lease of County property.