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September 18, 2020

VIA E-MAIL - marocha@palmettobay-fl.gov

Missy Arocha, Village Clerk
Village Of Palmetto Bay Municipal Center
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Re: **Public Records Request – Village Of Palmetto Bay (the “Village”)**

Dear Ms. Arocha:

Pursuant to the Public Records Act, Chapter 119 of the Florida Statutes, this letter serves as an official public records request to the Village for the following public records:

1. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Mayor Karyn Cunningham with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on the Mayor’s personal or Village issued

computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:

- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
- (ii) The virtual Special Council meeting held on September 9, 2020;
- (iii) The proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020;
- (iv) The Power Point Presentation prepared by Mark Alvarez in connection with the virtual Special Council meeting held on September 9, 2020;
- (v) All claims asserted by Luxcom against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-01; (ii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Miami-Dade Circuit Court, Appellate Division, Case#19-000265-AP-01*; and (iii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida Division of Administrative Hearings, Case# 19-4612GM*;
- (vi) Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (vii) The Village's letter dated September 18, 2020 in response to Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (viii) All insurance policies providing (or which may provide) coverage to the Village for any of the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (ix) All costs and legal fees incurred by the Village in connection with the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;

- (x) Relating in any way to Luxcom and also with Luxcom including without any limitations, any of its owners, members, employees, representatives, lobbyists, attorneys and/or any other agents of any kind at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xii) All inquiries submitted by Luxcom to anyone at the Village prior to its purchasing the Property in December, 2018 about the specific allowable uses for which the Property could be developed under the land use and zoning designations in effect prior to Luxcom's purchase of the Property;
- (xiii) All discussions with anyone about Luxcom's inquiries as described in sub-paragraph (xii) above;
- (xiv) Luxcom's letter to Mark Alvarez dated November 15, 2018 inquiring as to potential allowable uses and development of the Property;
- (xv) Mark Alvarez's letter dated November 30, 2018 to Luxcom responding to Luxcom's November 15, 2018 letter identified in sub-paragraph (xiv) above;
- (xvi) Luxcom's purchase of the Property in December, 2018.
- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;

- (xix) The decision that was made to amend the land use and zoning for the Property that culminated in the enactment of the Ordinances;
- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;
- (xxi) The Site Review/Trend of Development Report relating to the Property dated March 21, 2018 prepared by Calvin, Giordano & Associates ("CGA" and the "CGA Report");
- (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
- (xxiii) Any directions or requests from the Village Council or Village Staff to Mark Alvarez to provide support for the Ordinances;
- (xxiv) The draft traffic study provided by Marlin Engineering, Inc. dated April 2019;
- (xxv) All campaign related communications regarding the need to amend the land use or zoning of the Property or to limit the number of residential units on the Property;
- (xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and
- (xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

2. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Vice-Mayor John Dubois with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on the Vice- Mayor's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
 - (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
 - (ii) The virtual Special Council meeting held on September 9, 2020;
 - (iii) The proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020;
 - (iv) The Power Point Presentation prepared by Mark Alvarez in connection with the virtual Special Council meeting held on September 9, 2020;
 - (v) All claims asserted by Luxcom against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-01; (ii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Miami-Dade Circuit Court, Appellate Division, Case#19-000265-AP-01; and (iii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Florida Division of Administrative Hearings, Case# 19-4612GM;

- (vi) Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (vii) The Village's letter dated September 18, 2020 in response to Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (viii) All insurance policies providing (or which may provide) coverage to the Village for any of the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (ix) All costs and legal fees incurred by the Village in connection with the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (x) Relating in any way to Luxcom and also with Luxcom including without any limitations, any of its owners, members, employees, representatives, lobbyists, attorneys and/or any other agents of any kind at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xii) All inquiries submitted by Luxcom to anyone at the Village prior to its purchasing the Property in December, 2018 about the specific allowable uses for which the Property could be developed under the land use and zoning designations in effect prior to Luxcom's purchase of the Property;
- (xiii) All discussions with anyone about Luxcom's inquiries as described in sub-paragraph (xii) above;
- (xiv) Luxcom's letter to Mark Alvarez dated November 15, 2018 inquiring as to potential allowable uses and development of the Property;

- (xv) Mark Alvarez's letter dated November 30, 2018 to Luxcom responding to Luxcom's November 15, 2018 letter identified in sub-paragraph (xiv) above;
- (xvi) Luxcom's purchase of the Property in December, 2018.
- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;
- (xix) The decision that was made to amend the land use and zoning for the Property that culminated in the enactment of the Ordinances;
- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;
- (xxi) The Site Review/Trend of Development Report relating to the Property dated March 21, 2018 prepared by Calvin, Giordano & Associates ("CGA" and the "CGA Report");
- (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
- (xxiii) Any directions or requests from the Village Council or Village Staff to Mark Alvarez to provide support for the Ordinances;
- (xxiv) The draft traffic study provided by Marlin Engineering, Inc. dated April 2019;
- (xxv) All campaign related communications regarding the need to amend the land use or zoning of the Property or to limit the number of residential units on the Property;

(xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and

(xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

3. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Council Member Patrick Fiore with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Council Member Fiore's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
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- (ix) All costs and legal fees incurred by the Village in connection with the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (x) Relating in any way to Luxcom and also with Luxcom including without any limitations, any of its owners, members, employees, representatives, lobbyists, attorneys and/or any other agents of any kind at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
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- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;
- (xix) The decision that was made to amend the land use and zoning for the Property that culminated in the enactment of the Ordinances;
- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;
- (xxi) The Site Review/Trend of Development Report relating to the Property dated March 21, 2018 prepared by Calvin, Giordano & Associates ("CGA" and the "CGA Report");
- (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
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- (xxv) All campaign related communications regarding the need to amend the land use or zoning of the Property or to limit the number of residential units on the Property;
- (xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and
- (xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

4. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Council Member David Singer with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Council Member Singer's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
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- (iii) The proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020;
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- (x) Relating in any way to Luxcom and also with Luxcom including without any limitations, any of its owners, members, employees, representatives, lobbyists, attorneys and/or any other agents of any kind at any point in time (i.e. - both before and after Luxcom purchased the Property);

- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
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- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;
- (xix) The decision that was made to amend the land use and zoning for the Property that culminated in the enactment of the Ordinances;
- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;

- (xxi) The Site Review/Trend of Development Report relating to the Property dated March 21, 2018 prepared by Calvin, Giordano & Associates ("CGA" and the "CGA Report");
 - (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
 - (xxiii) Any directions or requests from the Village Council or Village Staff to Mark Alvarez to provide support for the Ordinances;
 - (xxiv) The draft traffic study provided by Marlin Engineering, Inc. dated April 2019;
 - (xxv) All campaign related communications regarding the need to amend the land use or zoning of the Property or to limit the number of residential units on the Property;
 - (xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and
 - (xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.
5. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Council Member Marsha Matson with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda

Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Council Member Matson's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:

- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
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6. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Interim Planning And Zoning Director, Mark Alvarez with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Mr. Alvarez's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
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- (viii) All insurance policies providing (or which may provide) coverage to the Village for any of the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (ix) All costs and legal fees incurred by the Village in connection with the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
- (x) Relating in any way to Luxcom and also with Luxcom including without any limitations, any of its owners, members, employees, representatives, lobbyists, attorneys and/or any other agents of any kind at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xii) All inquiries submitted by Luxcom to anyone at the Village prior to its purchasing the Property in December, 2018 about the specific allowable uses for which the Property could be developed under the land use and zoning designations in effect prior to Luxcom's purchase of the Property;
- (xiii) All discussions with anyone about Luxcom's inquiries as described in sub-paragraph (xii) above;
- (xiv) Luxcom's letter to Mark Alvarez dated November 15, 2018 inquiring as to potential allowable uses and development of the Property;

- (xv) Mark Alvarez's letter dated November 30, 2018 to Luxcom responding to Luxcom's November 15, 2018 letter identified in sub-paragraph (xiv) above;
- (xvi) Luxcom's purchase of the Property in December, 2018.
- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;
- (xix) The decision that was made to amend the land use and zoning for the Property that culminated in the enactment of the Ordinances;
- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;
- (xxi) The Site Review/Trend of Development Report relating to the Property dated March 21, 2018 prepared by Calvin, Giordano & Associates ("CGA" and the "CGA Report");
- (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
- (xxiii) Any directions or requests from the Village Council or Village Staff to Mark Alvarez to provide support for the Ordinances;
- (xxiv) The draft traffic study provided by Marlin Engineering, Inc. dated April 2019;
- (xxv) All campaign related communications regarding the need to amend the land use or zoning of the Property or to limit the number of residential units on the Property;

(xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and

(xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

7. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Interim Village Manager, Greg Truitt, with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Mr. Alvarez's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
 - (ii) The virtual Special Council meeting held on September 9, 2020;
 - (iii) The proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020;
 - (iv) The Power Point Presentation prepared by Mark Alvarez in connection with the virtual Special Council meeting held on September 9, 2020;

- (v) All claims asserted by Luxcom against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-01; (ii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Miami-Dade Circuit Court, Appellate Division, Case#19-000265-AP-01; and (iii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Florida Division of Administrative Hearings, Case# 19-4612GM;
- (vi) Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (vii) The Village's letter dated September 18, 2020 in response to Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020;
- (viii) All insurance policies providing (or which may provide) coverage to the Village for any of the claims asserted by Luxcom against the Village as identified in sub-paragraphs (v) - (vii) above;
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- (xi) Relating in any way to Luxcom's property located at the northeast corner of the intersection of S.W. 152nd Street and S.W. 67th Avenue identified by the Miami-Dade County Property Appraiser as Folio No. 33-5024-000-0025 or its previous Folio No. 33-5024-000-0020 (the "Property") at any point in time (i.e. - both before and after Luxcom purchased the Property);
- (xii) All inquiries submitted by Luxcom to anyone at the Village prior to its purchasing the Property in December, 2018 about the specific allowable uses for which the Property could be developed under the

land use and zoning designations in effect prior to Luxcom's purchase of the Property;

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- (xiv) Luxcom's letter to Mark Alvarez dated November 15, 2018 inquiring as to potential allowable uses and development of the Property;
- (xv) Mark Alvarez's letter dated November 30, 2018 to Luxcom responding to Luxcom's November 15, 2018 letter identified in sub-paragraph (xiv) above;
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- (xvii) The Village's sponsoring of Ordinance No. 2019-17 and Ordinance No. 2019-18 (collectively the "Ordinances");
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8. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by Village's Clerk, Missy Arocha with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on Ms. Arocha's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
- (i) The mediation held on July 14, 2020 between Luxcom and the Village with Bruce Greer, Esquire serving as the mediator;
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- (iii) The proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020;
- (iv) The Power Point Presentation prepared by Mark Alvarez in connection with the virtual Special Council meeting held on September 9, 2020;
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- (xviii) The decision that was made to sponsor the item amending the land use and zoning of the Property that culminated in the enactment of the Ordinances;
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- (xx) All activities, communications and proceedings relating in any way to the Village's sponsorship and enactment of the Ordinances;

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 - (xxii) All Staff Reports, Staff Memorandums, and Staff Analysis relating to the Property; the Ordinances; CGA; the CGA Report; and the proposed Development Agreement between Luxcom and the Village discussed at the virtual Special Council meeting held on September 9, 2020 identified in sub-paragraph (iii) above;
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 - (xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and
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Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on such Village employee or agent's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following:**

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- (xxiii) Any directions or requests from the Village Council or Village Staff to Mark Alvarez to provide support for the Ordinances;
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- (xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and
- (xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

10. **All communications of any kind whatsoever at any point in time** including, without limitation, all internal and external correspondence, memoranda, letters, notes, e-mails, text messages, posts of any kind on Facebook, Twitter, Instagram or any other social media platform, and all other communications (whether electronic or otherwise) **sent to or received by former Village Manager Edward Silva with anyone** including without any limitations, all other members of the Village Council; Village attorney John Dellagloria; any attorneys or any else affiliated with the law firm of Weiss Serota Helfman Cole & Bierman, P.L., including John Quick, Esquire Edward Martos, Esquire, and Tony Recio, Esquire; any attorneys or any else affiliated with the law firm of Lehtinen Schultz, PLLC including Dexter Lehtinen, Esquire, Claudio Riedi, Esquire, and Amanda Quirke Hand, Esquire; any other attorneys; any residents of the Village; **and with anyone else** whether on the former Village Manager Edward Silva's personal or Village issued computers, phones or any other communication devices concerning, mentioning or **relating in any way to each of the following**:
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(xxvi) All communications regarding the need to amend the land use or zoning of the Property or limit the number of residential units on the Property; and

(xxvii) The rezoning application by Palmer Trinity Private School, Inc. for the property located at 8001 SW 184 Street in Palmetto Bay that was approved by the Village on May 5, 2010.

11. **The Power Point Presentation prepared by Mark Alvarez** in connection with the virtual Special Council meeting held on September 9, 2020 including all drafts and versions of the Power Point Presentation and all communications by and between anyone related to the Presentation.
12. **All invoices** received by the Village from all law firms and lawyers representing the Village in connection with Luxcom's claims against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-01; (ii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Miami-Dade Circuit Court, Appellate Division, Case#19-000265-AP-01; (iii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Florida Division of Administrative Hearings, Case# 19-4612GM; and (iv) Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020.
13. **All documents reflecting all payments** (including, without limitation, all checks) by the Village to all law firms and lawyers representing the Village in connection with Luxcom's claims against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-01; (ii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Miami-Dade Circuit Court, Appellate Division, Case#19-000265-AP-01; (iii) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay*, Florida Division of Administrative Hearings, Case# 19-4612GM; and (iv) Luxcom's pre-suit Bert J. Harris letter to the Village dated January 13, 2020.
14. **All insurance policies** providing (or which may provide) coverage to the Village in connection with Luxcom's claims against the Village in all litigation matters including: (i) *Yacht Club By Luxcom, LLC v. Village Of Palmetto Bay, Florida*, Miami-Dade Circuit Court Case#19-011663-CA-

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15. All communications related to Mark Alvarez's presentation relating to the Ordinances.
16. All communications related to Mark Alvarez's peer review analysis of the CGA Report on the trend of development for the Property.
17. All communications exchanged between members of the Village Council and residents of Paradise Point regarding the Property.
18. All communications received by members of the Village Council and residents of Paradise Point regarding the Property.
19. All communications exchanged between members of the Village Council and residents of King's Bay regarding the Property.
20. All communications received by members of the Village Council and residents of King's Bay regarding the Property.

Where a record that is responsive to any request has an attachment or enclosure, your production should include the attachment or enclosure.

If the Village refuses to provide a copy of a particular record that is responsive to a request, Chapter 119 requires the Village to advise the undersigned in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for the Village's decision, as required by Section 119.07(2)(a), Fla. Stat. If the exemption the Village is claiming only applies to a portion of the records, please delete that portion and provide photocopies of the remainder of the records, according to Section 119.07(2)(a), Fla. Stat.

The actual cost of duplication of the requested records, as defined in Section 119.07(1)(a), Fla. Stat., will be paid to obtain the requested records. However, if the Village anticipates that in order to satisfy this request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section

Luxcom's Public Records Request
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September 18, 2020

119.07(1)(b), Fla. Stat., will be required, please provide a written estimate and justification.

The undersigned request that all of the above requested public records be provided within the next ten (10) days. If some records are able to be provided more quickly than others please forward the records as they are available. If you have any questions or need more information in order to expedite this public records request, please contact me at (954) 491-2000 or by e-mail at: MMoskowitz@msslaw.com.

Thank you for your assistance with this public records request.

Very truly yours,

MOSKOWITZ, MANDELL,
SALIM & SIMOWITZ, P.A.

BY: /s/ Michael W. Moskowitz

MICHAEL W. MOSKOWITZ
For The Firm

cc: John Dellagloria, Esquire – Village Attorney
E-Mail: jdellagloria@palmettobay-fl.gov
John Quick, Esquire
E-Mail: JQuick@wsh-law.com