



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 VILLAGE COUNCIL MEETING

(PROCEEDING THE FIRST BUDGET HEARING)

MONDAY, SEPTEMBER 13, 2021 – 7:00 PM

(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Service Award: VPB Police Officer, Lisa Ferro
 - B. Service Award: Surfside First Responders-City of Coral Gables Battalion Chief Jason Barger; Village of Palmetto Bay Sgt. Angie Berry; Miami-Dade County Fire Rescue Firefighter Steven Colon

- C. Proclamation: Childhood Cancer Awareness Month
 - D. Proclamation: Hispanic Heritage Month
 - E. Proclamation: Miami Diaper Bank-Director Gabriela Rojas
 - F. Proclamation: National Suicide Prevention Awareness Month-NAMI
Director Susan Racher
 - G. Proclamation: Prostate Cancer Awareness Month-ZERO Advocate
Grace DeLeon
 - H. Certificates of Appreciation: Tennis Summer Camp CIT (Parks & Rec.)
 - I. Certificates of Recognition: American Legion Girls State Presentation-
President Stacy Cusano
 - J. Certificates of Recognition: USTA Florida State Champions (Team
Chihuahua)
 - K. Recognizing our fallen soldiers (following the Pledge of Allegiance)
- 3. APPROVAL OF MINUTES**
- A. Regular Council Meeting (July 12, 2021)
- 4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**
- 5. VILLAGE MANAGER'S REPORT**
- 6. VILLAGE ATTORNEY'S REPORT**
- Litigation update
- 7. VILLAGE CLERK'S REPORT**
- Calendar update for the month of September 2022
 - Advisory Board & Committee vacancy update
 - Code of Ordinances update (Municode)
- 8. BOARD AND COMMITTEE REPORTS**
- 9. EMERGENCY ORDINANCES WITH PUBLIC HEARING**
- 10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**
- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE
VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO NOISE;
AMENDING THE VILLAGE CODE, DIVISION 30-60, SECTIONS 30-
60.29, 30-60.10, AND 30-60.11; IMPLEMENTING MEASURES
RECOMMENDED BY THE NEIGHBORHOOD PROTECTION
COMMITTEE AS STATED IN SECTION 10.2 OF THE VILLAGE

CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SECTION 2-46, COMMITTEES; AMENDING ORDINANCE 2021-10 RELATING TO THE DESIGN REVIEW COMMITTEE; EXTENDING THE DUE DATE OF WHEN THE FINAL REPORT IS DUE TO THE VILLAGE COUNCIL; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PROCUREMENT CODE BY THE ADDITION OF SECTION 2-175 (C) (10) BY ESTABLISHING PREFERNCES FOR SERVICE-DISABLED VETERANS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

12. CONSENT AGENDA

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF CORAL REEF PARK AT NO COST ON OCTOBER 24, 2021, TO THE EARLY DEVELOPMENT OF GLOBAL EDUCATION CHARITABLE FOUNDATION, INC., FOR THE PURPOSE OF CONDUCTING A FUNDRAISING EVENT “THE EDGE’S QUEEN BEES IMPACT 3K”; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
- B. 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 ON MARCH 6, 2022, TO YOUNG PATRONESSES OF THE OPERA FOR THE PURPOSE OF CONDUCTING A “RIGOLETTO OPERA PREVIEW” EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ENDORSING SMART GROWTH PRINCIPLES AND ENDORSING THE CAUSE OF THE “HOLD THE LINE COALITION”; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE

COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD THE RECOMMENDATIONS OF THE COUNTY STAFF AND DENY, AND NOT TRANSMIT THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (“CDMP”) APPLICATION 20210003; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING ANY ACTION BY THE BOARD OF COUNTY COMMISSIONERS TO PREEMPT MUNICIPAL ZONING THROUGH THE EXPANSION OF THE CURRENT RAPID TRANSIT ZONE (RTZ) AND/OR URBAN DEVELOPMENT BOUNDARY (UDB); REQUESTING THE COUNTY TO POSTPONE ANY ACTION IN ORDER TO ALLOW FOR MORE PUBLIC INPUT AND FOR THE SCHEDULING OF PUBLIC MEETINGS IN THE VILLAGE OF PALMETTO BAY WITH COUNTY STAFF AND COUNTY COMMISSIONERS; REQUESTING A “CARVE-OUT” OF THE VILLAGE OF PALMETTO BAY MUNICIPAL BOUNDARIES FROM ANY RTZ/UDB ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, UNEQUIVOCALLY OPPOSING THE RECENT ACTION OF THE BOARD OF COUNTY COMMISSIONERS WHICH IS PROPOSING THE CREATION OF A RAPID TRANSIT ZONE (RTZ) THAT WILL USURP THE ZONING SOVEREIGNTY OF THE VILLAGE AND OTHER MUNICIPALITIES IN THE COUNTY AND REQUESTING THE COUNTY TO IMMEDIATELY TERMINATE ALL ACTIONS REGARDING THE PLAN; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY, PURSUANT TO SECTION 164.1057, FLORIDA STATUTES, TO RESOLVE THE FLORIDA GOVERNMENTAL CONFLICT ACTION FILED BY THE VILLAGE CONTESTING THE CONSTRUCTION OF THE SW 87TH AVENUE BRIDGE, CONDITIONED ON THE BOARD OF COUNTY COMMISSIONERS’ APPROVAL OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*
- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE

VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE FLORIDA GREEN FINANCE AUTHORITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A SEPARATE, RESTRICTED FUND FOR THE FUTURE PURCHASE OF LAND IN THE VILLAGE FOR PARK AND OTHER GOVERNMENTAL PURPOSES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC COMMENT AT COUNCIL MEETINGS; RE-INSTITUTING THE VILLAGE'S PAST PROCEDURE OF ALLOWING THREE MINUTES FOR READING INTO THE PUBLIC RECORD THE COMMENTS SENT BY RESIDENTS REGARDING THE AGENDA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO GRANTS; ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS FOR STORMWATER IMPROVEMENTS WITHIN SUB-BASIN 61; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*
- I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING AND ADOPTING THE FIRST ANNUAL MAYOR'S CITIZENS ACADEMY FOR THE VILLAGE OF PALMETTO BAY FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO

PROCUREMENT; APPROVING THE SELECTION OF PLANT PROFESSIONALS, INC. TO CONSTRUCT A MEDIAN BEAUTIFICATION PROJECT AT SR5/US1 FROM 157TH STREET TO 168TH STREET PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2021-11-013; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITHIN THE AMOUNT OF \$246,953.31; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

- K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) FOR THE NEXT FIVE YEARS (5) (2021-2026) IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS TO ENSURE COMPLIANCE WITH FEDERAL STANDARDS AND GUARANTEE THE VILLAGE'S CONTINUOUS ELIGIBILITY TO RECEIVE LMS FUNDING; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- ZONING HEARING (MONDAY, SEPTEMBER 20, 2021)
- C.O.W (TUESDAY, SEPTEMBER 21, 2021)
- SECOND BUDGET HEARING (MONDAY, SEPTEMBER 27, 2021)
- REGULAR COUNCIL MEETING (MONDAY, OCTOBER 4, 2021)

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.

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT 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 A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE 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 BY LAW.



APPROVAL OF MINUTES:

ITEM 3A



MINUTES
HYBRID REGULAR VILLAGE COUNCIL MEETING
MONDAY, JULY 12, 2021 – 7:00 PM
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

At 6:30 PM, the Mayor and Village Council led and held the following proclamation, awards, and presentations.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

- A. Recognition: Girl Scout Gold Awards
- B. Recognition: Upright Spine Center, LLC
- C. Presentation: Senator Ileana Garcia and Representatives Vance Aloupis and Demi Busatta Cabrera

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.

The Regular Council Meeting was called to order at 7:04 PM.

The following members of the Village Council were present during roll call:

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

The following Charter Officials were in attendance:

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

Councilmember Patrick Fiore led the invocation.

The pledge of allegiance was led by VPB Police Officer Lisa Ferro.

1 Councilmember Patrick Fiore ***motioned*** to add-on a Resolution as an add-on item
2 considered as item 14I to the agenda:
3

- 4 • **ITEM 14I:** A RESOLUTION OF THE VILLAGE OF PALMETTO BAY,
5 FLORIDA, RELATING TO CHARITABLE CONTRIBUTIONS;
6 SPONSORING THE PELICAN HARBOR SEABIRD STATION, A
7 501(C)(3) NON-PROFIT, MIAMI-DADE’S LARGEST NATIVE
8 WILDLIFE HOSPITAL; AND FURTHER AUTHORIZING THE VILLAGE
9 MANAGER TO DISBURSE AN AMOUNT NOT TO EXCEED \$1,000
10 TO THE PELICAN HARBOR SEABIRD STATION FOR THE
11 CONSIDERATION OF A WHITE IBIS SPONSORSHIP; AND
12 PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn*
13 *Cunningham*)
14

15 The motion was ***seconded*** by Councilmember Steve Cody. ***All voted in favor (5-0).***
16 ***The motion passed unanimously.***
17

18 Councilmember Steve Cody ***motioned*** to continue agenda items 13A and 14E to the
19 Regular Council Meeting Agenda of September 13, 2021. The motion was seconded
20 by Councilmember Patrick Fiore. ***All voted in favor (5-0). The motion passed***
21 ***unanimously.***
22

23 **3. APPROVAL OF MINUTES**

24 A. Regular Council Meeting (June 7, 2021)

25 Councilmember Patrick Fiore ***motioned*** to approve the minutes. ***Seconded*** by
26 Councilmember Steve Cody. ***All voted in favor (5-0). The minutes passed***
27 ***unanimously.***
28
29

30 **4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**

31 Clerk Arocha reported that one (1) public comment was submitted by form.
32 She read the form out loud.
33

34 All public comments submitted by form are attached to the Minutes as “**Exhibit**
35 **A**”.
36

37 The following members of the public spoke in-person:
38
39

- 40 • Eric Tullberg (7884 SW 179th Terrace) – reported that the Village is in
41 need of a map of the DUV area, specifically illustrating the sidewalks on
42 both sides of the street which was done in 2004. He explained that the
43 newer residents of the Village don’t know where the biking and walking
44 facilities are, including the transit stops. He spoke in support of sidewalk
45 repairs and urged the Council to keep up with the repairs. He also spoke
46 in support of an updated Bike and Pedestrian Master Plan since many
47 things in the Village has changed since the Village’s incorporation.
48

- Gary Pastorella (6940 SW 142nd Terrace) – stated that there is an opportunity to interact with police officers of bicycles. He spoke in support of item 11A (noise protection) and item 14C (zoning amendments on building heights).
- Robert Benezra (14320 SW 86th Avenue) – questioned if the Village’s police officers are properly trained when they encounter provokers that instigate a situation i.e., video recordings.
- Beverly Gerald (14271 SW 74th Court) – she spoke in support of item 11A (noise protection) and item 14C (zoning amendments on building heights).

5. VILLAGE MANAGER’S REPORT

Village Manager Nick Marano provided an update on all Village-wide departments. A written copy of his report was provided in the meeting agenda.

Following his written report, he also provided an update on the sidewalk repairs along SW 136th Street, including an update on ARPA funds.

Following the Village Manager’s Report, Police Lieutenant A. Rodriguez, provided an update on the routine traffic enforcement for the month of June 2021. He reported that for the month of June 2021 a total of 453 citations were issued and vehicle burglaries were down by 29%, residential burglaries were down by 38%, and total crime was an overall 14%. He answered questions raised by the Council on the matter.

Following the Lieutenant’s Report, Village Manager Marano presented a PowerPoint presentation on the existing Downtown Palmetto Bay Developments:

- 1) Palmetto Bay Development
- 2) Dream Starts Development
- 3) Park View Residences
- 4) Audi Dealership
- 5) Opus Care Headquarters
- 6) Hagan Mixed-Use Building
- 7) Shores Development
- 8) Kelly-O Enterprises
- 9) Palmetto Station
- 10) Sandpiper Development
- 11) DH Partnership
- 12) Soriano Brothers Cuban Cuisine and Marketplace
- 13) Palmetto Bay Development – Multi Family Residential/Ness
- 14) Multi-Family Residential/Ness
- 15) Multi-Family Residential/Ness

- 1 16) Soleste Development
- 2 17) South Dade Development
- 3 18) Franjo Medical Center

4
5 The presentation illustrated the following for each development:

- 6 a) pending hearings
- 7 b) pending administrative approval
- 8 c) approved
- 9 d) require building permits
- 10 e) completed

11
12 Following his presentation, he answered questions raised by the Council on the
13 matter.

14 15 **6. VILLAGE ATTORNEY'S REPORT**

16
17 A written copy of the Village Attorney's Report was provided in the meeting
18 agenda.

19
20 Village Attorney John Dellagloria provided an update on the Village's existing
21 litigation.

22 23 **7. VILLAGE CLERK'S REPORT**

24 Village Clerk Arocha provided a calendar update for the month of July 2021,
25 including an update on existing Advisory Board & Committee vacancies i.e.,
26 Design Review Committee, as well as an update on the 2022 Ballot Issue
27 Deadline Dates.

28 29 **8. BOARD AND COMMITTEE REPORTS**

30
31 The following written Board and Committee Reports were provided in the
32 meeting agenda in lieu of verbal reports:

- 33
- 34 A. Art in Public Places Advisory Board (September 10, 2020)
- 35 B. Education Advisory Board (December 9, 2020)
- 36 C. Education Advisory Board (March 23, 2021)
- 37 D. Neighborhood Protection Committee (September 15, 2020)
- 38 E. Parks & Rec. and Community Outreach Committee (March 4, 2021)
- 39 F. Parks & Rec. and Community Outreach Committee (May 6, 2021)
- 40 G. Tree Advisory Board (October 28, 2020)

41
42 Councilmember Steve Cody ***motioned*** to approve the written Board and
43 Committee Reports. ***Seconded*** by Vice Mayor Leanne Tellam. ***All voted in***
44 ***favor (5-0). The motion passed unanimously.***

45 46 **9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.**

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

2
3 A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SECTION 2-
5 46, COMMITTEES; AMENDING ORDINANCE 2021-07 RELATING TO
6 THE DESIGN REVIEW COMMITTEE; EXTENDING THE DUE DATE
7 OF WHEN THE FINAL REPORT IS DUE TO THE VILLAGE COUNCIL
8 AND ESTABLISHING A TIMELINE OF THE COMMITTEE'S MONTHLY
9 MEETINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND
10 AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

11
12 Item 10A was moved by Councilmember Patrick Fiore. Seconded by
13 Vice Mayor Leanne Tellam.

14
15 No public comments were submitted or received for item 10A.

16
17 Village Attorney John Dellagloria proffered the following amendment on
18 Second Reading for Council consideration:

- 19
20 • Page 2, Section 3: Recruitment for the Committee shall occur
21 through September 13, 2021, with the selection of committee
22 members by the Village Council at the Regular Council Meeting
23 of July 2021. The Committee shall host its first meeting on
24 September 22, 2021.

25
26 Councilmember Patrick Fiore ***motioned*** to accept the Village Attorney's
27 amendment. ***Seconded*** by Councilmember Marsha Matson. ***The***
28 ***amendment passed (4-0)***; Councilmember Steve Cody absent during
29 roll call.

30
31 Vice Mayor Leanne Tellam questioned if potential members will be
32 notified of the timeline. Village Clerk Arocha responded yes.

33
34 Vice Mayor Leanne Tellam questioned if the advertisement of the
35 vacancies will coincide with the new amendment. Village Clerk Arocha
36 responded yes.

37
38 The question was called in favor of the amended Ordinance on Second
39 Reading via a roll-call vote:

40
41 Councilmember Marsha Matson - YES
42 Councilmember Patrick Fiore - YES
43 Mayor Karyn Cunningham - YES
44 Vice Mayor Leanne Tellam - YES
45 Councilmember Steve Cody - YES

46
47 ***All voted in favor (5-0). The amended Ordinance on Second***
48 ***Reading passed unanimously.***

1 B. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE
2 OF PALMETTO BAY, FLORIDA; RELATING TO ADVISORY BOARD
3 AND COMMITTEES; CREATING THE VILLAGE HERITAGE
4 COMMITTEE FOR THE VILLAGE'S 20TH YEAR ANNIVERSARY
5 CELEBRATION; DEFINING THE MISSION AND SCOPE OF THE
6 HERITAGE COMMITTEE; AND AUTHORIZING THE VILLAGE
7 MANAGER TO ALLOCATE FUNDING TO COVER THE COSTS
8 RELATED TO THE 20TH YEAR ANNIVERSARY CELEBRATION;
9 PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn
10 Cunningham*)

11
12 Item 10B was moved by Councilmember Patrick Fiore. Seconded by
13 Vice Mayor Leanne Tellam.

14
15 No public comments were submitted or received for item 10B.

16
17 Mayor Karyn Cunningham reported that no changes were made to the
18 Ordinance on First Reading and that consideration is being taken to
19 implement the 20th Year Anniversary with the Village's Fourth of July
20 Celebration.

21
22 Councilmember Marsha Matson reported that she'll like a permanent or
23 historic activity or structure around the event, similar to the historic
24 booklet that was previously done for the Village's 15th year anniversary
25 celebration. She urged the Council to support a historic marker at the
26 Perrine Community House which is an old structure since the markers
27 are not costly.

28
29 Vice Mayor Leanne Tellam ***motioned*** to amend the Ordinance to
30 include verbiage: the Committee shall cease to exist immediately
31 following their post celebration assessment meeting following the
32 anniversary celebration to make observations and assess outcomes
33 for the permanence of the event.

34
35 The motion was ***seconded*** by Councilmember Steve Cody. All voted in
36 favor (5-0) of the amendment.

37
38 Councilmember Marsha Matson questioned the cost of the event.

39
40 Mayor Karyn Cunningham responded that she discussed combining the
41 event with other Village events to keep costs effective.

42
43 Manager Marano reported that by combining the event with the Fourth
44 of July Celebration or Annual Picnic Celebration, costs would be kept
45 low

46
47 Councilmember Marsha Matson spoke in support of combining the
48 anniversary celebration with other events.

1
2 The question was called in favor of the amended Ordinance on Second
3 Reading via a roll-call vote:

4
5 Mayor Karyn Cunningham - YES
6 Vice Mayor Leanne Tellam - YES
7 Councilmember Steve Cody - YES
8 Councilmember Marsha Matson - YES
9 Councilmember Patrick Fiore - YES

10
11 ***All voted in favor (5-0). The amended Ordinance on Second***
12 ***Reading passed unanimously.***

- 13
14 C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE
15 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTIONS
16 20-176-179 OF THE CODE OF ORDINANCES AT ARTICLE IV, THE
17 "SHANNON MELENDI ACT"; PROVIDING DEFINITIONS OF EXEMPT
18 ACTIVITIES AND AMENDING THE WORDING OF PROGRAMMING
19 PARTNER; PROVIDING FOR CODIFICATION AND AN EFFECTIVE
20 DATE. *(Sponsored by the Village Administration)*

21
22 Item 10C was moved by Councilmember Steve Cody. Seconded by
23 Councilmember Patrick Fiore.

24
25 No public comments were submitted or received for item 10C.

26
27 Attorney John Dellagloria reported that no changes were made from
28 First Reading.

29
30 The question was called in favor of the Ordinance on Second Reading
31 via a roll-call vote:

32
33 Councilmember Patrick Fiore - NO
34 Councilmember Steve Cody - YES
35 Councilmember Marsha Matson - NO
36 Mayor Karyn Cunningham - YES
37 Vice Mayor Leanne Tellam - YES

38
39 ***The Ordinance on Second Reading passed (3-2).***

40
41 **11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS**

- 42
43 A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE
44 VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO NOISE;
45 AMENDING THE VILLAGE CODE, DIVISION 30-60, SECTIONS 30-
46 60.29, 30-60.10, AND 30-60.11; IMPLEMENTING MEASURES
47 RECOMMENDED BY THE NEIGHBORHOOD PROTECTION
48 COMMITTEE AS STATED IN SECTION 10.2 OF THE VILLAGE

1 CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored*
2 *by Councilmember Marsha Matson*)
3

4 Item 11A was moved by Councilmember Steve Cody. Councilmember
5 Patrick Fiore.
6

7 Clerk Arocha reported that one (1) public comment was submitted by
8 form. She read the form out loud. All public comments submitted by form are
9 attached to the Minutes as “**Exhibit A**”.

10
11 In-person public comment:

- 12 • Beverly Gerald (14271 SW 74th Court) – she spoke in support of
13 item 11A (noise protection).
14

15 Councilmember Marsha Matson provided an explanation on the purpose and
16 intent of the Ordinance and reported that the recommendation was brought
17 forward by the Neighborhood Protection Committee.
18

19 Attorney John Dellagloria reported that lines 410-412 (page 12) needed to be
20 corrected to read:

- 21 • Such construction shall not begin prior to 7:00 a.m. and shall
22 cease by 6:00 p.m. on weekdays; shall not begin prior to 9:00
23 a.m. and shall cease by 5:00 p.m. on Saturdays; and shall not
24 occur on Sundays and Village recognized holidays unless the
25 noise control officer grants a special permit.
26

27 Councilmember Marsha Matson ***motioned*** to move the amendment proffered
28 by Attorney John Dellagloria. The motion was ***seconded*** by Councilmember
29 Patrick Fiore.
30

31 Councilmember Steve Cody questioned what criteria the officer use would.
32 Attorney John Dellagloria responded that it would be to the officer’s
33 discretion.
34

35 Manager Nick Marano responded that it would also be made part of the
36 special event permit process i.e., fourth of July celebration.
37

38 Councilmember Marsha Matson reported that the amendment applies to
39 construction only, not events.
40

41 Vice Mayor Leanne Tellam questioned if the current Ordinance allows
42 Saturdays and Sundays.
43

44 Mayor Karyn Cunningham responded yes since the amendment is additional
45 verbiage to the Ordinance.
46

47 Councilmember Marsha Matson explained the amendments proffered on first
48 reading to the existing Ordinance in place.

1
2 **The amendment passed (3-2);** Vice Mayor Leanne Tellam and
3 Councilmember Steve Cody voting in opposition.
4

5 The question was called in favor of the amended Ordinance on Second
6 Reading via a roll-call vote:

7 Vice Mayor Leanne Tellam - YES
8 Mayor Karyn Cunningham - YES
9 Councilmember Marsha Matson - YES
10 Councilmember Steve Cody - YES
11 Councilmember Patrick Fiore - YES
12

13 **All voted in favor (5-0). The amended Ordinance on Second**
14 **Reading passed unanimously.**
15

16 12. CONSENT AGENDA

17
18 Clerk Arocha reported that no items were pulled from the consent agenda.
19

20 Councilmember Steve Cody **motioned** to approve the consent agenda.
21 **Seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The**
22 **motion passed unanimously.**
23

- 24 A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
25 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE
26 MIAMI-DADE COUNTY'S CREATION OF A SEPTIC TO SEWER
27 TASK FORCE TO ADDRESS THE ENVIRONMENTAL AND HEALTH
28 HAZARDS POSED BY SEPTIC TANKS; AND PROVIDING AN
29 EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
30

31 Item 12A was approved on the consent agenda.
32

- 33 B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
34 VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND
35 RECREATION; AUTHORIZING THE USE OF CORAL REEF PARK AT
36 NO COST ON SEPTEMBER 7, 2021, TO TEMPLE BETH AM FOR THE
37 PURPOSE OF CONDUCTING A TASHLICH SERVICE; AND
38 PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
39

40 Item 12B was approved on the consent agenda.
41

42 13. RESOLUTIONS REQUIRING PUBLIC HEARING

- 43
44 A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
45 VILLAGE OF PALMETTO BAY, FLORIDA, VACATING A TWENTY-
46 FIVE (25) FOOT RIGHT-OF-WAY PORTION OF LAND LYING IN
47 SECTION 32, TOWNSHIP 55 SOUTH, RANGE 40 EAST, VILLAGE OF
48 PALMETTO BAY, FLORIDA ALONG WAYNE ROAD AND SW 181

1 TERRACE; CONTAINING AN AREA OF 3,731 SQUARE FEET MORE
2 OR LESS, AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by*
3 *Administration*)
4

5 Item 13A was continued to September 13, 2021 (Regular Council
6 Meeting Agenda).
7

8 **14. RESOLUTIONS WITH PUBLIC COMMENT**
9

10 A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
11 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD
12 VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM
13 MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION
14 FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2021-
15 2022; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by*
16 *Administration*)
17

18 Item 14A was moved by Vice Mayor Leanne Tellam. Seconded by
19 Councilmember Marsha Matson.
20

21 Clerk Arocha reported that one (1) public comment was submitted by
22 form. She read the form out loud. All public comments submitted by
23 form are attached to the Minutes as “**Exhibit A**”.
24

25 In-person public comment:

- 26 • Beverly Gerald (14271 SW 74th Court) – she spoke in opposition
27 to lowering the milage rate.
28
- 29 • Gary Pastorella (6940 SW 142nd Terrace) – he spoke in
30 opposition to lowering the milage rate.
31

32 Manager Nick Marano explained the purpose and intent of the
33 Resolution and presented a PowerPoint presentation on the three
34 proposed milage rates. The presentation illustrated an explanation on
35 the following:

- 36 • Palmetto Bay’s Millage Rate History
- 37 • Millage Rate Comparisons
- 38 • Millage Rate Options
- 39 • Average Cost to Palmetto Bay resident
40

41 Following the Manager’s presentation, the Council held deliberation on
42 the three proposed milage rates: (a) 2.235, (b) 2.400, and (c) 2.600.
43 Manager Marano answered questions relating to the type of services
44 each mileage rate would offer, the additional revenues, and capital
45 replacement program if the mileage rate of 2.600 is approved.
46

47 Councilmember Patrick Fiore and Councilmember Marsha Matson
48 spoke in support of the 2.235 milage rate.

1 Councilmember Steve Cody spoke in support of the 2.600 mileage rate
2 as it would bring in additional revenue, including support of a capital
3 replacement program.
4

5 Mayor Karyn Cunningham and Vice Mayor Leanne Tellam spoke in
6 support of the 2.400 mileage rate.
7

8 Manager Marano reported that a mileage rate of 2.400 (as written in the
9 Resolution) would bring in additional revenues in the amount of
10 \$527,774, including the addition of special events to the events
11 calendar, including additional staff such as one police officer and staff
12 for Village-wide departments.
13

14 Councilmember Steve Cody ***motioned*** to approve the 2.600 mileage
15 rate. ***The motion failed for a lack of a second.***
16

17 The question was called in favor of the Resolution (mileage rate of
18 2.400). ***The Resolution passed (3-2)***; Councilmember Patrick Fiore
19 and Councilmember Marsha Matson voting in opposition.
20

- 21 B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
22 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FEDERAL
23 GRANTS; ACCEPTING A GRANT AWARD (CONTRACT # H0579) IN
24 THE AMOUNT OF \$635,829 FROM THE FEDERAL EMERGENCY
25 MANAGEMENT AGENCY (FEMA) THROUGH THE FLORIDA
26 DIVISION OF EMERGENCY MANAGEMENT'S (FDEM) HAZARD
27 MITIGATION GRANT PROGRAM (HMGP) TO IMPROVE THE
28 DRAINAGE OF A RESIDENTIAL AREA WITHIN SUB-BASIN 61;
29 AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE
30 GRANT AGREEMENT AND ALL OTHER SUBSEQUENT
31 AGREEMENT RELATED DOCUMENTS AS REQUIRED; AND
32 PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)
33

34 Item 14B was moved by Councilmember Marsha Matson. Seconded by
35 Councilmember Patrick Fiore.
36

37 No public comments were submitted or received.
38

39 Director Dionisio Torres (Public Services) provided an explanation on
40 the purpose and intent of the Resolution.
41

42 Following no objections to the Resolution, the Resolution ***passed (5-0)***.
43 ***The Resolution passed unanimously.***
44

- 45 C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
46 VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE
47 ADMINISTRATION TO PREPARE ALL NECESSARY ZONING
48 AMENDMENTS TO LIMIT THE BUILDING HEIGHT OF NEW

1 CONSTRUCTION IN THE VILLAGE TO FORTY-FIVE (45) FEET; AND
2 PROVIDING AN EFFECTIVE DATE. (*Sponsored by Councilmember*
3 *Marsha Matson*)
4

5 Item 14C was moved by Councilmember Patrick Fiore. Seconded by
6 Councilmember Marsha Matson.
7

8 Clerk Arocha reported that two (2) public comment was submitted by
9 form. She read the form out loud. All public comments submitted by
10 form are attached to the Minutes as “**Exhibit A**”.
11

12 In-person comments:

- 13 • Beverly Gerald (14271 SW 74th Court) – spoke in support of the
14 Resolution.
15
- 16 • Robert Benezra (14320 SW 86th Avenue) - spoke in support of
17 the Resolution.
18

19 Councilmember Marsha Matson provided an explanation on the
20 purpose and intent of the Resolution and reported that the approval of
21 the Resolution does not apply to the neighborhood sector of the DUV.
22

23 Councilmember Patrick Fiore spoke in support of the Resolution.
24

25 Mayor Karyn Cunningham questioned why the process is being
26 considered as a Resolution.
27

28 Attorney John Dellagloria responded that the Resolution is the starting
29 point for the process. He reported that under the Village’s code, the
30 Village Manager and Zoning Department are required to put together a
31 staff report which the intent is to present it at the September 13, 2021,
32 Regular Council Meeting. He explained that at the meeting, the Council
33 shall decide whether the zoning-in-progress Resolution would be
34 appropriate. In conclusion, the approval of the current Resolution is to
35 begin the process only.
36

37 Mayor Karyn Cunningham explained that the Village followed a process
38 for all the existing 18 development which some are already approved
39 and built while some are in the process; hence, she questioned how the
40 Resolution will impact those projects.
41

42 Attorney John Dellagloria responded that those projects would not be
43 affected by the Resolution if it passes. He reported that the Village has
44 given administrative approvals to certain projects and other projects
45 which will be the subject of exemption to the zoning in progress. To
46 answer your question, the projects administratively approved will go
47 forward and exempted from process.
48

1 Mayor Karyn Cunningham if there are other projects in the que that there
2 is dialogue such as property owners that you anticipate that will roll in.

3
4 Manager Marano responded yes, but not certain on the facts.

5
6 Mayor Karyn Cunningham reported that she supports the Resolution
7 and would like to hear what staff would have to say at that time.

8
9 Vice Mayor Leanne Tellam reported that she would like to see the list of
10 specific zoning districts from a property rights perspective and legal
11 rights – that we must have limited carve out that if they're necessary – if
12 it takes us longer than September or October, I prefer that so that we
13 have a defendable manner.

14
15 Councilmember Steve Cody questioned if zoning changes are made to
16 the code if they would be written as an Ordinance.

17
18 Attorney Dellagloria responded yes, that changes to the code will require
19 to readings after the zoning-in-progress.

20
21 ***All voted in favor of the Resolution (5-0). The Resolution passed***
22 ***unanimously.***

23
24 D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
25 VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE
26 ADMINISTRATION TO SEND A DONATION OF FIVE THOUSAND
27 DOLLARS (\$5,000) TO SUPPORTSURFSIDE.ORG, ONE OF MANY
28 ORGANIZATIONS THAT ARE WORKING TO HELP THOSE
29 AFFECTED BY THE DEVASTATING LOSS OF LIFE IN THE
30 COLLASPE OF THE CHAMPLAIN TOWERS SOUTH CONDOMINIUM
31 BUILDING IN THE CITY OF SURFSIDE, FLORIDA; AND PROVIDING
32 AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

33
34 Item 14D was moved by Councilmember Patrick Fiore. Seconded by
35 Councilmember Steve Cody.

36
37 No public comments were submitted by form.

38
39 In-person public comment:

- 40 • Robert Benezra (14320 SW 86th Avenue) – urged the Council to
41 support the Resolution in an amount of \$10,000, not \$5,000.

42
43 No objections were received by the Council on the Resolution. All
44 members of the Council spoke in support of the Resolution.

45
46 ***All voted in favor of the Resolution (5-0). The Resolution passed***
47 ***unanimously.***

- 1 E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
2 VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE
3 VILLAGE ATTORNEY TO RECORD A COVENANT RUNNING WITH
4 THE LAND THAT WILL PROHIBIT A CHARTER SCHOOL BEING
5 BUILT ON THE LAND PURCHASED FROM THE SHORES AT
6 PALMETTO BAY, LLC, WHICH WAS AUTHORIZED BY RESOLUTION
7 2017-142 ADOPTED DECEMBER 18, 2017, AND PROVIDING AN
8 EFFECTIVE DATE (*Sponsored by Councilmember Steve Cody*)
9

10 Item 14E was continued to September 13, 2021.

- 11
12 F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
13 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL
14 EVENTS; APPROVING A “MANGO GUSTO FESTIVAL” TO BE
15 INCLUDED IN THE FY 2021-2022 SPECIAL EVENTS MASTER LIST;
16 AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND
17 EXPEND UP TO \$_____ FOR EXPENSES RELATED TO THE
18 EVENT; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by*
19 *Councilmember Marsha Matson*)
20

21 Councilmember Marsha Matson **withdrew** item 14F. No objections were
22 received by the Council on the withdrawal.
23

24 At 9:57 PM, Vice Mayor Leanne Tellam **motioned** to extend the meeting until 10:30
25 PM. **Seconded** by Councilmember Marsha Matson. **All voted in favor (5-0). The**
26 **motion passed unanimously.**
27

- 28 G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
29 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND
30 RECREATION; APPROVING THE SELECTION OF STINGRAYS
31 SOFTBALL, LLC TO OPERATE AND MANAGE A CONCESSION
32 STAND AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE
33 MANAGER TO ENTER INTO AN AGREEMENT WITH SAID
34 COMPANY; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by*
35 *Administration*)
36

37 Item 14G was moved by Councilmember Steve Cody. Councilmember
38 Patrick Fiore seconded.
39

40 Clerk Arocha reported that one (1) public comment was submitted by
41 form. She read the form out loud. All public comments submitted by
42 form are attached to the Minutes as “**Exhibit A**”.

43
44 Director Fanny Carmona (Parks & Recreation) provided an explanation
45 on the purpose and intent of the Resolution.
46

1 Councilmember Marsha Matson spoke in opposition to the rent waiver
2 and questioned how much it will cost the Village to run the concession
3 as far as picking up trash i.e., trash that the folks are attending.
4

5 Manager Marano responded that the concession stand is an amenity for
6 the park patrons and that the Village will have some cost recovery, but
7 not all. He also explained that the Stingrays were the only
8 concessionaires that submitted a response to the RFP and based on
9 their experience and qualifications, the recommendation to approve their
10 agreement was recommended.
11

12 Councilmember Patrick Fiore spoke in support of the item and explained
13 that the girls in the softball program benefit highly from the concession
14 stand at the park.
15

16 Vice Mayor Leanne Tellam spoke in support of the item.
17

18 After Council deliberation, the question was called in favor of the
19 Resolution. **The Resolution passed (4-1)**; Councilmember Marsha
20 Matson voting in opposition.
21

22 H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
23 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND
24 RECREATION; APPROVING THE SELECTION OF HALLOWEEN A
25 FAIR, LLC. D/B/A THE CANDY BISTRO CONCESSIONS TO
26 OPERATE AND MANAGE THE CONCESSION STAND AT CORAL
27 REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER
28 INTO AN AGREEMENT WITH SAID COMPANY; AND PROVIDING AN
29 EFFECTIVE DATE. *(Sponsored by Administration)*
30

31 Item 14H was moved by Councilmember Marsha Matson. Seconded
32 by Councilmember Patrick Fiore.
33

34 Clerk Arocha reported that one (1) public comment was submitted by
35 form. She read the form out loud. All public comments submitted by
36 form are attached to the Minutes as “**Exhibit A**”.
37

38 In-person comments:

- 39 • Gary Pastorella (6940 SW 142nd Terrace) – spoke in support of a
40 concession stand at the park that offers more than just hot dogs
41 and hamburgers.
42
- 43 • Robert Benezra (14320 SW 86th Avenue) – questioned if the
44 concessionaire is licensed and insured to be fully operational.
45
- 46 • Beverly Gerald (14271 SW 74th Court) – spoke in support of a
47 concession stand at the park, but one that offers healthier options
48 for the park patrons.

1 Director Carmona answered questions raised by the Council regarding
2 concession hours, signage, utility expenses by the vendor, and menu options
3 for the park patrons.
4

5 Councilmember Marsha Matson spoke in opposition to the menu options being
6 offered by the concessionaire and urged to see healthier menu options for the
7 children at the park.
8

9 Mayor Karyn Cunningham reported that the concessionaire (vendor) has an
10 extensive amount of experience working with Pinecrest Gardens, the Marlin
11 Stadium, and the Village of Palmetto Bay.
12

13 Vice Mayor Leanne Tellam urged the concessionaire (vendor) to add coffee to
14 their menu options and explained that the Coral Reef PTA would make a great
15 partner at the park.
16

17 After Council deliberation, the question was called in favor of the Resolution.
18 ***The Resolution passed (4-1)***; Councilmember Marsha Matson voting in
19 opposition.
20

21 ADD-ON RESOLUTION (14I):

22 A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA,
23 RELATING TO CHARITABLE CONTRIBUTIONS; SPONSORING THE
24 PELICAN HARBOR SEABIRD STATION, A 501(C)(3) NON-PROFIT,
25 MIAMI-DADE'S LARGEST NATIVE WILDLIFE HOSPITAL; AND
26 FURTHER AUTHORIZING THE VILLAGE MANAGER TO DISBURSE
27 AN AMOUNT NOT TO EXCEED \$1,000 TO THE PELICAN HARBOR
28 SEABIRD STATION FOR THE CONSIDERATION OF A WHITE IBIS
29 SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE.
30 *(Sponsored by Mayor Karyn Cunningham)*
31

32 Item 14I was moved by Councilmember Patrick Fiore. Seconded by
33 Councilmember Patrick Fiore.
34

35 No public comments were submitted or received.
36

37 Mayor Karyn Cunningham explained the purpose and intent of the Resolution
38 and reported that the item derived from the presentation that was held by the
39 organization at the Committee of the Whole Workshop that occurred on June
40 22, 2021.
41

42 Vice Mayor Leanne Tellam and Councilmember Marsha Matson spoke in
43 opposition to the charitable contribution due to the precedent that it will create
44 in the Village.
45

46 Mayor Karyn Cunningham, Councilmember Steve Cody, and Councilmember
47 Patrick Fiore spoke in support of the item.
48

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21

After Council deliberation, the question was called in favor of the Resolution.
***The Resolution failed (3-2);** Councilmember Marsha Matson and Vice Mayor
Leanne Tellam voting in opposition. ***Pursuant to the Village Code, all
Charitable Contributions require a 4/5th vote of the Village Council.**

15. NEXT MEETING AND ADJOURNMENT:

At 10:30 PM, Councilmember Patrick Fiore ***motioned*** to adjourn the meeting.
Vice Mayor Leanne Tellam ***seconded***. ***All voted in favor (5-0). The motion
passed unanimously.***

The meeting minutes were approved this 13th day of September 2021.

Approved:

Attest:

Mayor Karyn Cunningham

Village Clerk Missy Arocha

From: noreply@civicplus.com
To: [Melissa Dodge](#); [Missy Arocha](#)
Subject: Online Form Submittal: Public Comments Form
Date: Monday, July 12, 2021 6:42:14 PM

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

Public Comments Form

Meeting Date	7/12/21
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Jennifer Santino Finger
Email Address	jds3377777@aol.com
Address	14621 SW 78 Ave
City	Palmetto Bay
State	Fl
Zip Code	33158
(Section Break)	
General Public Comments -"Requests, Petitions & Public Comments Submitted"	<i>Field not completed.</i>
(Section Break)	
Agenda Item No.	11A
Comments (type your comments in the box below)	Please approve the Neighborhood Protection Committee's noise recommendations. The recommendations will further protect homeowners from the future effects of increased density.
Agenda Item No.	14C
Comments (type your comments in the box)	Please approve the resolution to limit future Village wide

below)

maximum building heights of 45 feet. I have noticed the trend in developer's purchasing property and then asking for rezoning or variances in order to increase their profit. This is often at the expense of long-term single-family homeowners having peaceful enjoyment of their property.

Agenda Item No.

14G

Comments (type your comments in the box below)

What will the monetary contribution by Stingrays Softball, LLC be to Palmetto Bay? Will Palmetto Bay be charging rent for the space, and an electricity, water, and waste disposal fee to the LLC? And/or will the LLC be giving a percentage of profits to Palmetto Bay for the use of the park space? What type of food will be offered, how long is the contract for, and what are the days and hours of operation?

Agenda Item No.

14H

Comments (type your comments in the box below)

What will the monetary contribution by The Candy Bistro Concessions be to Palmetto Bay? Will Palmetto Bay be charging rent for the space, and an electricity, water, and waste disposal fee to the DBA? And/or will the DBA be giving a percentage of profits to Palmetto Bay for the use of the park space? What type of food will be offered, how long is the contract for, and what are the days and hours of operation?

Agenda Item No.

Field not completed.

Comments (type your comments in the box below)

Field not completed.

Agenda Item No.

Field not completed.

Comments (type your comments in the box below)

Field not completed.

Agenda Item No.

Field not completed.

Comments (type your comments in the box below)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Melissa Dodge](#); [Missy Arocha](#)
Subject: Online Form Submittal: Public Comments Form
Date: Monday, July 12, 2021 5:33:55 PM

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

Public Comments Form

Meeting Date July 12, 2021

Meeting Type Regular Council Meeting

The box below must be checked for Zoning Hearings ONLY *Field not completed.*

Name Eric Tullberg

Email Address e341@bellsouth.net

Address 7884 SW 179 Tr.

City Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted" We need an updated Bicycle / Pedestrian Plan and Sidewalk Repairs

(Section Break)

Agenda Item No. 12-A

Comments (type your comments in the box below) The Septic to Sewer Plan needs to be targeted, with the most serious problems addressed first. While we have 5757 septic tanks, only 18 are vulnerable to persistent compromise now and 1753 to periodic compromise by 2040. All new development should be required to use sewers.

Agenda Item No. 13-A

Comments (type your If we give up our ROW, we should get something for it. If the

comments in the box below)	situation were reversed, the landowner would surely ask for some benefit.
Agenda Item No.	14-A
Comments (type your comments in the box below)	I would recommend the max. millage rate of 2.440, which we had for many years. The difference for the homeowner is small, but the additional money can do a great deal of good if used wisely.
Agenda Item No.	14-C
Comments (type your comments in the box below)	In the Center Island, away from single family homes, 6 or 8 stories would be reasonable.
Agenda Item No.	14-E
Comments (type your comments in the box below)	Seems wise if it is legal.
Agenda Item No.	<i>Field not completed.</i>
Comments (type your comments in the box below)	<i>Field not completed.</i>
Agenda Item No.	<i>Field not completed.</i>
Comments (type your comments in the box below)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



VILLAGE MANAGER'S REPORT:

ITEM 5

Manager's Report

FINANCE

June

- As of May 31, 2021, the Village should have spent \$10,561,976 on a straight-line basis. Actual expenditures were \$8,493,029 resulting in under expenditures of \$2,068,947 a savings of 13.06%.
- The Village is in the process of refinancing our 2010 bonds with estimated savings of \$3 million.
- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
6/11/2021	37243	KAILAS CORP.	1270 FPL CONNECTION - FRANJO ROAD PROJECT	\$45,000.00
6/11/2021	37232	METRO EXPRESS, INC.	VILLAGE WIDE SIDEWALK REPAIRS	\$35,750.00
6/11/2021	37227	CIVICPLUS, INC.	WEB - BLDG & PERMITS RE-VAMP, PARKS & RECREATION	\$13,042.26
6/18/2021	37266	CORRADINO GROUP	PHASE 1 PLANNING DIRECTOR/PROFESSIONAL SERVICES FOR CRS MAY 2021	\$13,350.00
6/18/2021	37284	FLORIDA MUNICIPAL INSURANCE	FOURTH INSTALLMENT FY 20/21	\$73,948.00

July

- As of July 31, 2021, the Village should have spent \$13,202,470 on a straight-line basis. Actual expenditures were \$11,160,162 resulting in under expenditures of \$2,042,308 a savings of 12.89%.
- The Village had a bond rating review by S&P and our AAA was reaffirmed. The Bond refinancing took place on July 15 with final savings of 27% or \$3.1 million.
- The FY2022 Proposed operating budget at 2.4 mills is \$15,720,911 with a surplus of \$700,000.

- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
7/2/2021	37352	AQUATIC CONTROL GROUP, INC.	CLEANING OF CANALS	\$13,400.00
7/9/2021	37380	BEEFREE, LLC.	FREEBEE RIDES FOR JUNE 2021	\$34,180.76
7/9/2021	37400	E. RODRIGUEZ LANDSCAPING, INC.	LANDSCAPING MAINTENANCE FOR JUNE 2021	\$18,585.00
7/9/2021	37402	ENVIROWASTE SERVICES GROUP	STORM DRAIN CLEANING 2020-2021	\$71,417.50
7/15/2021	37440	MIAMI-DADE POLICE DEPARTMENT	3RD QTR FY 2020-2021 LOCAL POLICE/SCHOOL CROSSING GUARD	\$1,914,022.93
7/23/2021	37481	KAILAS CORP.	FRANJO ROAD PROJECT - VARIABLE WALL & DR	\$66,163.70
7/23/2021	37494	REP SERVICES, INC.	PICNIC SHELTER FOR CRP	\$56,891.20

IT DEPARTMENT

June

- Took advantage of pricing opportunities to increase internet bandwidth at PBP, CRP, THL and PS. Monthly costs remain the same while bandwidth more than doubled. This improves site-to-site VPN performance when accessing resources at Village Hall.
- Increased the security of our SSL-VPN connections for remote work and work-from-home staff to prevent unauthorized access to the Village Hall network.
- Community Development CentralSquare project: Scheduled and conducted project planning sessions with Building, Code, Zoning and Planning groups. Also conducted data migration sessions with the CentralSquare migration team.
- GoGov CRM (Street By Street): Commenced training all departments on creating, managing, and closing-out CRM requests.
- Help desk statistics: 137 new tickets created, 133 closed.

July

- GoGov CRM (Street By Street): Departmental training complete. System already being used for inter-departmental work orders.
- Community Development CentralSquare project: Continuation of project planning sessions with each group.

- RFP for Public Wi-Fi services at Coral Reef Park finalized. Scheduled for release in August.
- Help desk statistics: 150 new tickets created, 150 closed.

September Upcoming Events

- Strengthening of network security at Village Hall.
- Continuation of CentralSquare project.
- Selection of a provider and platform for the Coral Reef Park Public wi-Fi RFP and project.
- Release of the Public Building Data Interconnect RFP.

HUMAN RESOURCES

June

- 1 Recruitment Ads
- 18 Applications Review
- 0 Interviews scheduled
- 1 Pre-Employment Meetings
- 6 New Hire
- 9 Job vacancies
- 0 Training Sessions

July

- 1 Recruitment Ads
- 10 Applications Review
- 3 Interviews scheduled
- 0 Pre-Employment Meetings
- 1 New Hire
- 10 Job vacancies
- 0 Training Sessions

COMMUNICATIONS

June

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- 7390 FB Followers (likes)
- 2,316 Constant Contact Contacts
- 4 Your Village @ Work Editions

- 35 Promotional/Informational Campaigns
- 2 Videos

July

- 95 FB/Twitter Postings (including event postings)
- 7410 FB Followers (likes)
- 2,317 Constant Contact Contacts
- 5 Your Village @ Work Editions
- 30 Promotional/Informational Campaigns
- 6 Videos

GRANTS

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 - 2-SRTS project updates providing more information to receive concurrence
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- Continuing to gather invoices for COVID-19 reimbursable items
- Continuing work on active grants
- Preparing for 2nd Multi-Use Trail Study Public Workshop on the 22nd

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June

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
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- Hurricane Preparedness Webinar - June 1, 2021
- 8th annual Kick CF Celebrity Kickball Tournament - June 12, 2021
- Summer SMASH by the Bay Gaming Tournament - April 24, 2021
- **Monthly Programs/Activities:**
 - Yoga by the Bay at Thalatta – June 6 & 13, 2021
 - Artsy Tuesdays for Seniors (Virtual) – June 15, 2021
 - Senior Game Day Bingo (Virtual) – June 3, 2021

Private Weddings/Rentals at Thalatta - May

- 7 Photoshoot
- 0 Weddings/Events

July

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
- Community Vigil for Surfside – July 7, 2021
- **Monthly Programs/Activities:**
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- 2 Photoshoots
- 1 Weddings/Events

Private Weddings/Rentals at Thalatta - May

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September Upcoming Events

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
- Larry Barfield Street Unveiling – September 18, 2021, at 10am (160st & 82 Ave)

- **Monthly Programs/Activities:**
 - Yoga by the Bay at Thalatta
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Capital Projects and Park Improvements

Palmetto Bay Park

- Palmetto Bay Park Pine Rockland Restoration
 - 8/11/2021 - 8/12/2021: Sod Removal and site preparation – Completed.
 - 8/23/2021: Seed acquisition and distribution to local nursery for contract growing - Completed.
 - 8/23/2021 - 10/23/2021: Contract growing of selected pine Rockland species. 10/23/2021 (tentative): Installation of 520 pine Rockland plants.
 - Watering to be provided by Palmetto Bay for approximately 6 months to establish plants. After this time no additional watering will be necessary.
 - 12/23/21 (tentative): First follow-up treatment for weeds in restoration area. 2/23/22 (tentative): Second follow-up treatment for weeds in restoration area.

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- Coral Reef Park Field Renovations Completed and in use
- Coral Reef Picnic Pavilion Completed
- Parks Master Plan RFP- Three Bids Received on August 18, 2021
 - Review and Presentations - September 2021
 - To Council for Award and approval October 2021

PUBLIC SERVICES

June

- Freebee Ridership:
 - 1144 Completed Rides
 - 1450 Total Passengers
- IBus Ridership:
 - 198 A.M. Route
 - 212 P.M. Route
- Facilities Maintenance Division:
 - 29 Open Work Orders
 - 26 Closed Work Orders

- Public Works:
 - 7 Signs Repaired/Installed
 - 0 Graffiti Removal
 - 0 Pothole/Shoulder Repairs
 - 3 Tree/Shrub Trimming, Removal, Install
 - 32.25 Tons of Debris/Trash Removal
 - 293 Linear feet of sidewalks installed
 - 14 Sidewalks inspected
 - 0 Drainage Inspection
 - 41 Trees & Landscaping inspections

July

- Freebee Ridership:
 - 1319 Completed Rides
 - 1683 Total Passengers
- IBus Ridership:
 - 261 A.M. Route
 - 262 P.M. Route
- Facilities Maintenance Division:
 - 87 Open Work Orders
 - 79 Closed Work Orders
- Public Works:
 - 7 Signs Repaired/Installed
 - 0 Graffiti Removal
 - 2 Pothole/Shoulder Repairs
 - 15 Tree/Shrub Trimming, Removal, Install
 - 30.86 Tons of Debris/Trash Removal
 - 160 Linear feet of sidewalks installed
 - 12 Sidewalks inspected
 - 4 Drainage Inspection
 - 15 Trees & Landscaping inspections

September Upcoming Events

- Village-wide Storm Drain Cleaning
- Village-wide Sidewalk Repairs
- Park View Apartments SW 174th Street Reconstruction

POLICE

June

- Attended the South Florida Crime Prevention Association Meeting
- Attended the Citizens Crime Watch Meeting
- Attended the Citizens Executive Board Meeting
- Attended the Florida Crime Prevention Meeting
- Crimes/Calls for Service:

- 3 Auto Thefts
- 0 Commercial Burglaries
- 2 Residential Burglaries
- 12 Vehicle Burglaries
- 1 Robbery
- 20 Domestic Dispute/Disturbance
- 12 Baker Acts
- 84 Crashes

July

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- Attended the Citizens Crime Watch Meeting
- Attended the Citizens Executive Board Meeting
- Attended the Florida Crime Prevention Meeting
- Participated in all Parks & Recreations scheduled events for July
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- Crimes/Calls for Service:
 - 2 Auto Thefts
 - 0 Commercial Burglaries
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 - 16 Baker Acts
 - 57 Crashes

September Upcoming Events

- D.A.R.E. classes begin at Howard Drive and Coral Reef Elementary schools
- Officer Friendly begins at Perrine and Howard Drive Elementary schools
- Youth Crime Watch begins at Howard Drive and Coral Reef Elementary schools
- Palmetto Bay Business Association meeting
- Citizen Crime Watch meeting
- South Florida Crime Prevention meeting

PLANNING & ZONING

June

- AIPP Franjo circle piece submissions
- Budget workshop meetings
- Building Software Systems Workshops/ Meetings

- NCP next steps Noise
- Zoning Hearing Items Coordination
- Meeting with Developers
- Art swap at Village Hall
- Land Purchase Feasibility Coordination
- Business Tax:
 - 5 New
 - 2 Renewals
 - 31 Closed
- Meetings with Baptist Medical Site plan

July

- AIPP Franjo circle piece submissions
- Budget workshop meetings
- Building Software Systems Workshops/ Meetings
- NCP next steps Light
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- South Motors TDR resolution for Veteran's Park
- Kendall Hyundai Meeting
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- Meetings with Baptist Medical

September Upcoming Events

- Eight (8) Zoning items on September Hearing
- CRS PPI program Meeting # 3 on September 9, 2021
- CRS Verification Visit is scheduled for October 6, 2021

BUILDING & CODE COMPLIANCE

June

- Permits:
 - 531 Building Permits
 - 3 New Commercial

- 1,208 Building & Roofing
- Code Compliance:
 - 74 New Cases
 - 15 Civil Violations
 - 16 Special Master Cases
 - 317 Active Cases

July

- Permits:
 - 360 Building Permits
 - 0 New Commercial
 - 1,199 Building & Roofing
- Code Compliance:
 - 96 New Cases
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 - 21 Special Master Cases
 - 316 Active Cases



VILLAGE ATTORNEY'S REPORT:

ITEM 6

Manager's Report

FINANCE

June

- As of May 31, 2021, the Village should have spent \$10,561,976 on a straight-line basis. Actual expenditures were \$8,493,029 resulting in under expenditures of \$2,068,947 a savings of 13.06%.
- The Village is in the process of refinancing our 2010 bonds with estimated savings of \$3 million.
- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
6/11/2021	37243	KAILAS CORP.	1270 FPL CONNECTION - FRANJO ROAD PROJECT	\$45,000.00
6/11/2021	37232	METRO EXPRESS, INC.	VILLAGE WIDE SIDEWALK REPAIRS	\$35,750.00
6/11/2021	37227	CIVICPLUS, INC.	WEB - BLDG & PERMITS RE-VAMP, PARKS & RECREATION	\$13,042.26
6/18/2021	37266	CORRADINO GROUP	PHASE 1 PLANNING DIRECTOR/PROFESSIONAL SERVICES FOR CRS MAY 2021	\$13,350.00
6/18/2021	37284	FLORIDA MUNICIPAL INSURANCE	FOURTH INSTALLMENT FY 20/21	\$73,948.00

July

- As of July 31, 2021, the Village should have spent \$13,202,470 on a straight-line basis. Actual expenditures were \$11,160,162 resulting in under expenditures of \$2,042,308 a savings of 12.89%.
- The Village had a bond rating review by S&P and our AAA was reaffirmed. The Bond refinancing took place on July 15 with final savings of 27% or \$3.1 million.
- The FY2022 Proposed operating budget at 2.4 mills is \$15,720,911 with a surplus of \$700,000.

- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
7/2/2021	37352	AQUATIC CONTROL GROUP, INC.	CLEANING OF CANALS	\$13,400.00
7/9/2021	37380	BEEFREE, LLC.	FREEBEE RIDES FOR JUNE 2021	\$34,180.76
7/9/2021	37400	E. RODRIGUEZ LANDSCAPING, INC.	LANDSCAPING MAINTENANCE FOR JUNE 2021	\$18,585.00
7/9/2021	37402	ENVIROWASTE SERVICES GROUP	STORM DRAIN CLEANING 2020-2021	\$71,417.50
7/15/2021	37440	MIAMI-DADE POLICE DEPARTMENT	3RD QTR FY 2020-2021 LOCAL POLICE/SCHOOL CROSSING GUARD	\$1,914,022.93
7/23/2021	37481	KAILAS CORP.	FRANJO ROAD PROJECT - VARIABLE WALL & DR	\$66,163.70
7/23/2021	37494	REP SERVICES, INC.	PICNIC SHELTER FOR CRP	\$56,891.20

IT DEPARTMENT

June

- Took advantage of pricing opportunities to increase internet bandwidth at PBP, CRP, THL and PS. Monthly costs remain the same while bandwidth more than doubled. This improves site-to-site VPN performance when accessing resources at Village Hall.
- Increased the security of our SSL-VPN connections for remote work and work-from-home staff to prevent unauthorized access to the Village Hall network.
- Community Development CentralSquare project: Scheduled and conducted project planning sessions with Building, Code, Zoning and Planning groups. Also conducted data migration sessions with the CentralSquare migration team.
- GoGov CRM (Street By Street): Commenced training all departments on creating, managing, and closing-out CRM requests.
- Help desk statistics: 137 new tickets created, 133 closed.

July

- GoGov CRM (Street By Street): Departmental training complete. System already being used for inter-departmental work orders.
- Community Development CentralSquare project: Continuation of project planning sessions with each group.

- RFP for Public Wi-Fi services at Coral Reef Park finalized. Scheduled for release in August.
- Help desk statistics: 150 new tickets created, 150 closed.

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AGENDA ITEM

10A



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

Re: Noise Recommendations Code
Amendments from Neighborhood
Protection Committee (*Second Reading*)

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO NOISE; AMENDING THE VILLAGE CODE, DIVISION 30-60, SECTIONS 30-60.29, 30-60.10, AND 30-60.11; IMPLEMENTING MEASURES RECOMMENDED BY THE NEIGHBORHOOD PROTECTION COMMITTEE AS STATED IN SECTION 10.2 OF THE VILLAGE CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Councilmember Marsha Matson*)

BACKGROUND AND ANALYSIS:

On July 1, 2019, in Resolution 2019-103, the Village Council established the Neighborhood Protection Committee. The Committee was asked to study the impact of development on the specific topics of density, intensity, noise, light, glare, dust, odor, vibration, and runoff. The Committee met multiple times between July 30, 2019, and March 1, 2021. A report was generated targeting all development topics and was brought to Council for approval on March 1, 2021. Administration and Staff reviewed the report and proposed to target individual topics one at a time to properly analyze the impact of the recommendation as well as provide Council with a workable number of amendments per Council meeting. The first recommendation relates to Noises, and it is included in Chapter 30, Zoning, Article II, Division 60, Section 29. The Village Manager seeks approval for the following proposed amendments.

RECOMMENDATION:

Administration recommends approval on Second Reading. The Ordinance passed on First Reading on July 12, 2021, with the following amendment approved by the Village Council:

- Such construction shall not begin prior to 7:00 a.m. and shall cease by 6:00 p.m. on weekdays; shall not begin prior to 9:00 a.m. and shall cease by 5:00 p.m. on Saturdays; and shall not occur on Sundays and Village recognized holidays unless the noise control officer grants a special permit.

FISCAL IMPACT:

Additional enforcement time from staff. Varies on the frequency of enforcement.

39 which degrade the quality of life, disturb the public peace, and jeopardize
40 the health, safety and welfare of the citizens of Palmetto Bay. It is further
41 the intent of this section to recognize that factors such as the time of day,
42 location, necessity of public projects for the public good, and necessity of
43 sounds incidental to allowed uses and activities must be considered in
44 balancing the protection of public peace and individual freedoms.

45 (b) *Scope.* The rules and regulations given in this section shall apply
46 to the control of all sound originating within the geographical limits of the
47 Village. It shall be unlawful, except as expressly permitted in this section,
48 to make, cause or allow the making of any noise or sound which exceeds
49 the limits set forth.

50 (c) *Definitions.* The following words, terms and phrases shall have the
51 meaning ascribed to them in this section, except where the context
52 clearly indicates a different meaning. All terminology used in this chapter
53 not defined below shall be in conformance with applicable publications
54 and standards of the American National Standards Institute (ANSI) or its
55 successor body, the state and other applicable industry standards.

56 "*A*" *weighted sound level* shall mean a sound level as measured using
57 the "A" weighting network with a sound level meter meeting the standards
58 set forth in ANSI S1.4-1983 or its successors. The unit of reporting is
59 Db(A). Sounds measured with the "A" weighting network approximate the
60 response of human hearing when measuring sounds of low to moderate
61 intensity.

62 *Agricultural* shall mean an area classified by the zoning code as in an AU
63 Zoning District.

64 *Ambient sound level* shall mean the sound pressure level of the all-
65 encompassing noise associated with a given environment, being usually
66 a composite of sounds from many sources, exclusive from the source
67 under investigation. Ambient sound level is often referred to as
68 neighborhood residual sound level or background sound level.

69 *ANSI* shall mean the American National Standards Institute.

70 "*C*" *weighted sound level* shall mean the sound level as measured using
71 the "C" weighting network with a sound level meter meeting the standards
72 set forth in ANSI S1.4-1983 or its successors. The unit of reporting is

73 Db(C). The "C" weighting network is more sensitive to low frequencies
74 than is the "A" weighting network.

75 *Commercial* shall mean an area classified by the zoning code as in B-1,
76 B-2, FTCl or VMU Zoning Districts.

77 *Continuous sound* shall mean any sound with duration of more than one
78 second which remains at a measurable value without interruption.

79 *Decibel (dB)* shall mean a unit for measuring the volume of sound; it is a
80 logarithmic (dimensionless) unit of measure used in describing the
81 amplitude of sound. Decibel is denoted as dB.

82 *Emergency work* shall mean any work performed for the purpose of
83 preventing or alleviating physical trauma or property damage threatened
84 or caused by an existing or imminent peril which demands immediate
85 action.

86 *Extraneous sound* shall mean a sound that is transient in nature and is
87 neither part of the ambient sound, nor comes from the sound source
88 under investigation. Examples of extraneous sounds include automobile
89 horns and brakes, air transport vehicles, people shouting and dogs
90 barking.

91 *Impulsive sound* shall mean a sound of short duration, usually less than
92 one second with an abrupt onset and rapid decay or single burst.
93 Impulsive sounds are isolated events such as explosions and the
94 discharge of firearms.

95 *Institutional* shall mean uses including but not limited to schools, houses
96 of worship, hospitals and nursing homes.

97 *Measurement standards* shall mean the standards, instrumentation,
98 personnel, measurement procedures, and reporting procedures to be
99 used in the measurement of sound as provided for in this section
100 consistent with accepted and sound principles of noise measurement in
101 accord with the standards of the American National Standards Institute
102 or its successor body, the state or other applicable industry standards;
103 measurement standards shall be taken from the property line of a parcel
104 or property within the Village from where the noise is emanating and for
105 a minimum of five (5) minutes.

106 *MicroPascal* shall mean the international unit for pressure, analogous to
107 pounds per square inch; one microPascal is one-millionth of a Pascal;
108 the reference pressure used for airborne sound is 20 microPascals.

109 *Noise control officer (NCO)* shall mean the Village Manager, or person(s)
110 designated by the Village Manager such as a Code Compliance or police
111 officer.

112 *Noise disturbance* shall mean any sound which (a) endangers or injures
113 the safety or health of humans or animals, (b) disturbs a reasonable
114 person of normal sensitivities, or (c) endangers or injures personal or real
115 property.

116 *Nuisance* shall mean as follows: Any continued, unreasonably loud,
117 excessive, unnecessary, or unusual noise. The following acts in Section
118 (e) below, among others, are declared to be unreasonably loud,
119 excessive, unnecessary or unusual noises, but this enumeration shall not
120 be deemed to be exclusive.

121 *Noise sensitive zone* shall mean an area where certain types of facilities
122 whose operations may be detrimentally impacted by excessive sound
123 levels are located. Noise sensitive facilities include but are not limited to
124 schools, houses of worship, courts, hospitals, nursing homes, assisted
125 living facilities, outpatient medical facilities and day care facilities.

126 *Person* shall mean any individual, association, partnership or corporation
127 and includes any officer, employee, department, agency or
128 instrumentality of the United States, the state or any political subdivision
129 thereof.

130 *Plainly audible* shall mean any sound that can be heard by a person using
131 his or her unaided hearing faculties. As an example, if the sound source
132 under investigation is a portable or personal vehicular sound
133 amplification or reproduction device, the detection of the rhythmic bass
134 component of the music is sufficient to verify plainly audible sound. The
135 noise control officer need not determine the title, specific words, or the
136 artist performing the song.

137 *Public facilities* shall mean governmental uses including but not limited to
138 parks, community centers, recreational centers, court facilities and other
139 such public facilities in the ~~IPF and PR~~ districts.

140 *Real property line* shall mean an imaginary line along the surface and its
141 vertical plane extension that separates one parcel of real property owned,
142 rented, or leased by one person from that owned, rented, or leased by
143 another person.

144 *Residential* shall mean an area classified by the zoning code as in R-1,
145 R-2, R-1M, R-TH, R-3, R-3M, R-4L, R-4H, or, E-M, ~~EU-S~~, E-S, E-1, E-
146 1C, E-2, Neighborhood Section of Downtown zoning district or AU AG or
147 IPF zoning districts.

148 *Sound level* shall mean the reading in decibels of a weighted sound
149 pressure level obtained by the use of a sound level meter and frequency
150 weighting network, such as A, B or C as specified in American National
151 Standards Institute specifications for sound level meters (ANSI S1.4-
152 1983, or the latest approved version thereof). If the frequency weighting
153 employed is not indicated, the A-weighting shall apply.

154 *Sound level meter* shall mean an instrument that is used to measure
155 sound pressure levels and conforms to ANSI S1.4-1983 or its successors
156 and shall be taken from the property line of a parcel or property within the
157 Village from where the noise is emanating.

158 *Sound pressure level (SPL)* shall mean ten times the logarithm to the
159 base ten of the ratio of the time-mean-square pressure of a sound of the
160 reference pressure of 20 microPascals (in air) with the units of decibels.

161 *Steady pure tone* shall mean any sound which can be distinctly heard as
162 a single pitch or a set of pitches.

163 *Total sound level* shall mean that measured level which represents the
164 summation of the sounds from the sound source under investigation and
165 the ambient sounds which affect a given place at a given time, exclusive
166 of extraneous sound sources and shall be taken from the property line of
167 a parcel or property within the Village from where the noise is emanating.

168 *Village recognized holidays* shall mean New Year's Day, Martin Luther
169 King Day, President's Day, Memorial Day, Independence Day, Labor
170 Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after
171 Thanksgiving Day and Christmas Day.

172 (d) *Maximum permissible sound.*

173 (1) *Continuous sound.*

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a. No person shall cause, suffer, allow, or permit the operation of any source of sound in such a manner as to create a sound level that exceeds the sound level limits listed in Table 1 when measured at, or across the real property line of the emitting property within a land use designation. Sound pressure levels in excess of those established in Table 1 would constitute a noise disturbance and be in violation of this Code.

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Table 1
Permissible Sound Level Limits (dBA)
By Emitting Property Category

Emitting Property Designation	Time	Sound Level Limit (dBA)
Residential and noise-sensitive zone	7:00 a.m. to 11:00 p.m.	60
	11:00 p.m. to 7:00 a.m.	55
Public facilities and institutional	7:00 a.m. to 11:00 p.m.	65
	11:00 p.m. to 7:00 a.m.	60
Commercial	7:00 a.m. to 11:00 p.m.	70
	11:00 p.m. to 7:00 a.m.	65
Agricultural	7:00 a.m. to 11:00 p.m.	70
	11:00 p.m. to 7:00 a.m.	65

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b. These limits may not be exceeded by any single incident representing the normal, usual operation of the sound source, during any three sampling intervals, the duration of which shall be no less than one-half minute, within anyone-hour period.

(2) *Impulsive sound.*

a. Between the hours of 7:00 a.m. and 11:00 p.m., impulsive sounds which occur less than ten times in an hour shall not equal or exceed ten decibels above the permissible sound level limits in Table 1. Impulsive sound that repeats ten or more times in any hour shall not exceed the permissible sound level limits in Table 1.

b. Between the hours of 11:00 p.m. and 7:00 a.m., impulsive sounds which occur less than four times in an hour shall not equal or exceed ten decibels above the permissible sound level limits in Table 1. Impulsive sound that repeats four or more times in any hour shall not exceed the permissible sound level limits in Table 1.

(3) *Steady pure tones.*

If the sound source under investigation is a mechanical device and is in the investigating officer's opinion emitting a sound with a steady tonal quality, the permissible sound level limits in Table 1 shall be reduced by ten dBA. The sound emissions must be comprised of a single frequency or a narrow cluster of frequencies, which may be referred to as a whine, hum or buzz. The measured sound levels of such a source must not fluctuate by more than plus or minus three dBA. Such sound sources include, but are not limited to, heating, ventilating or air-conditioning units, refrigeration units and transformers.

(4) *Fixed amplified sound reproduction devices.*

If the source of sound is an amplified sound reproduction device on private property, and the complainant states that the rhythmic bass component of the music is disturbing within their dwelling, then the NCO may take sound level measurements within the dwelling of the complainant. No person shall cause, suffer, allow, or permit the operation of any amplified source of

219 sound in such a manner that it raises the total sound levels by
220 the permissible sound level limits set forth in Table 1 when
221 measured within the residence of a complainant. These sound
222 level measurements shall be conducted with the sound level
223 meter set for "C" weighting, "fast" response. Such
224 measurements shall not be taken in areas that receive only
225 casual use, such as hallways, closets, and bathrooms. For the
226 purposes of these measurements, the ambient sound level is
227 that sound level which is measured in the residence when the
228 sound source under investigation is not prominent, or in a room
229 on the same floor that is relatively unaffected by the sound
230 source under investigation. The "C" scale is more sensitive to
231 low frequency sound levels than the "A" scale; an increase of
232 three dB is perceived by humans as being plainly audible, an
233 increase of five dB is plainly louder, and an increase of ten dB
234 is perceived as being twice as loud.

235 (5) *Mobile amplified sound reproduction devices.*

236 a. Personal or commercial vehicular music amplification
237 equipment shall not be operated in such a manner as to be
238 plainly audible at a distance of 50 feet in any direction from the
239 operator between the hours of 7:00 a.m. and 11:00 p.m.

240 b. Personal or commercial vehicular music amplification or
241 reproduction equipment shall not be operated in such a manner
242 that it is plainly audible at a distance of 25 feet between the
243 hours of 11:00 p.m. and 7:00 a.m.

244 c. Self-contained, portable, hand-held music or sound
245 amplification or reproduction equipment shall not be operated
246 on a public space or public right-of-way in such a manner as to
247 be plainly audible to a distance of 50 feet in any direction from
248 the operator between the hours of 7:00 a.m. and 11:00 p.m.
249 Between the hours of 11:00 p.m. and 7:00 a.m., sound from
250 such equipment shall not be plainly audible by any person other
251 than the operator.

252 (e) *Specific prohibitions against different types of noises.* In addition to
253 the general prohibitions set out above and the maximum
254 permissible sound levels set out in Table 1, and unless

255 otherwise exempted by this article or by act of the Village, the
256 following specific acts, or the causing or permitting thereof, are
257 hereby declared to be in violation of this section:

258 (1) *Radios, television sets, musical instruments and similar*
259 *devices.* Operating, playing or permitting the operation or playing
260 of any radio, television, phonograph, audio player (compact disk,
261 cassette, computer), drum, musical instrument or similar device
262 which produces or reproduces sound:

263 a. Between the hours of 11:00 p.m. and 7:00 a.m. in such
264 a manner as to create excessive and unnecessary noise
265 across a residential real property line or within a noise-
266 sensitive area.

267 b. In such a manner as to exceed the levels set forth for the
268 respective property designations set forth in Table 1.

269 c. As to create a noise disturbance.

270 (2) *Reserved.*

271 (3) *Street sales.* Offering for sale, selling anything or advertising
272 by shouting or outcry within any residential or commercial area or
273 noise-sensitive zone of the Village except by special permit issued
274 by the Village.

275 (4) *Loading, unloading, opening boxes.* Creating loud and
276 excessive noise to amount to noise disturbance in a residential
277 area in connection with loading or unloading any vehicle with the
278 opening and destruction of bails, boxes, crates, and containers
279 between the hours of 11:00 p.m. and 7:00 a.m.

280 (5) *Animals.* Owning, possessing or harboring any animal or bird
281 which, frequently or for continued duration, howls, barks, meows,
282 squawks, or makes other sounds which create excessive and
283 unnecessary noise across a residential or commercial real property
284 line or within a noise-sensitive zone, excluding public zoos or
285 private animal attractions operated for profit to which the public has
286 general admission and that are regulated by the village. For the
287 purposes of this regulation, "~~barking dog~~" "domestic animal" is
288 defined included as a ~~dog~~ domestic animal that barks, bays, cries,
289 howls or makes any other noise continuously and/or incessantly for

290 a period of 20 minutes or barks intermittently for one hour or more
291 to the disturbance of any person at any time of day or night
292 regardless of whether the ~~dog~~ domestic animal is physically
293 situated in or upon private property; however, a ~~dog~~ domestic
294 animal shall not be deemed a "barking ~~dog~~" "domestic animal" for
295 the purposes of this regulation if, (i) at the time the ~~dog~~ animal is
296 barking or making any other noise, a person is trespassing or
297 threatening to trespass upon private property in or upon which the
298 ~~dog~~ animal is situated or for any other legitimate cause which
299 teased or provoked the ~~dog~~ animal, or (ii) if the animal is placed
300 within the single family home, including the garage.

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302 (6) *Construction and demolition.* Operating or causing the
303 operation of any tools used in construction, drilling, repair,
304 alteration or demolition work between the hours of 6:00 p.m. 7:00
305 p.m. and 7:00 a.m. on weekdays, or between 5 p.m and 9 a.m on
306 Saturdays 7:00 p.m. and 9:00 a.m. on weekends, or on Sundays or
307 Village recognized holidays, in or within 50 yards of any residential
308 area or noise sensitive zone, except for emergency work by public
309 service utilities or by special permit approved by the Village. This
310 section shall not apply to the use of domestic power tools as
311 specified in subsection (12).

312 (7) *Refuse operators.* The collection of garbage, trash or
313 recyclables by any refuse operator between the hours of 7:00 p.m.
314 and 7:00 a.m.

315 (8) *Powered model vehicles or model airplanes.* Operating or
316 permitting the operation of powered model vehicles:

317 a. Between the hours of 7:00 p.m. and 7:00 a.m. on
318 weekdays and 7:00 p.m. and 9:00 a.m. on weekends or
319 Village recognized holidays in or within 100 feet of any
320 residential area or noise-sensitive zone.

321 b. In such a manner as to exceed the levels set for public
322 space land use, measured at a distance of not closer than
323 100 feet from any point on the path of a vehicle operating on
324 a public space of public right-of-way.

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(9) *Emergency signaling devices.* The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, fire, whistle or similar stationary emergency signaling device, except for emergency, shall not occur before 7:00 a.m. or after 7:00 p.m., and any testing shall use the minimum cycle test time appropriate for such devices, in no case to exceed 60 seconds. Testing of the complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur for more than once in each calendar month unless additional testing is permitted by special permit. Such testing shall occur only on weekdays and not before 7:00 a.m. or after 11:00 p.m. and shall be exempt from the time limit specified herein. The sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, unless such alarm is automatically terminated within 15 minutes of activation, shall be prohibited.

(10) *Motorboats.* Operating or permitting the operation of any motorboat in any lake, river, stream, canal, bay or other waterway in such a manner as to cause unnecessary and excessive noise within a residential area or noise-sensitive zone, or to exceed 85 dBA when measured at least 50 feet from the watercraft (single incident, any mode of operation).

- (11) *Noise-sensitive zones.*
- a. Creating or causing any excessive and unnecessary noise within or adjacent to any noise-sensitive zone provided that conspicuous signs are displayed indicating the presence of the noise-sensitive zone.
 - b. Creating or causing any sound within any noise-sensitive zone so as to exceed the decibel levels set forth in Table I for a noise-sensitive zone when measured at a distance of at least 25 feet from the sound source, provided that conspicuous signs are displayed indicating the presence of the noise-sensitive zone.

(12) *Domestic power tools.* Operating or permitting the operation of any mechanically powered saw, drill, grinder, lawn or garden tool, or similar tool between 9:00 p.m. or sunset, whichever is

362 earlier, and 7:00 a.m. the following day on weekdays, or 9:00 p.m.
363 or sunset, whichever is earlier, and 9:00 a.m. on weekends and
364 village recognized holidays, unless such equipment is operated
365 inside a building or other structure so that the sound does not travel
366 across any residential real property line or noise-sensitive zone and
367 does not exceed the levels set forth in Table 1. All such equipment
368 shall be properly muffled and maintained in working order so as not
369 to create excessive and unnecessary noise.

370 (13) *Multi-family dwellings.* Operating or permitting the operation
371 within a multi-family dwelling of any source of sound in a manner
372 so as to exceed 55 dBA from 7:00 a.m. to 11:00 p.m. when
373 measured within an adjacent intra-building dwelling. The maximum
374 permissible sound level, when measured in an adjacent intra-
375 building area between 11:00 p.m. and 7:00 a.m. on weekdays and
376 11:00 p.m. and 9:00 a.m. on weekends and Village recognized
377 holidays shall be 50 dBA.

378 (14) *Recreational motorized vehicles operating off public right-of-*
379 *way.* No person shall operate or cause to be operated any
380 recreational motorized vehicle, motorcycle, moped, dune buggy or
381 any other type of motorized vehicle that exceeds the limits set forth
382 in Table 1 off the public right-of-way in any residential or noise-
383 sensitive zone. This section shall apply to all motorized vehicles
384 noted above, whether or not duly licensed and registered.

385 (15) *Idling vehicles.* It shall be unlawful to park a bus, truck, or
386 other motor vehicle having a gross vehicle weight of 11,000 pounds
387 or greater and allowing the engine on such vehicle to run while such
388 vehicle is parked on public or private property within the Village
389 limits unless such vehicle is parked for the purpose of making
390 pickups or deliveries at that site, or if the vehicle is on public
391 property, at a site nearby. This section shall also not apply to a
392 vehicle regulated under this section that is parked on the premises
393 of a licensed repair shop for the purpose of making repairs to such
394 vehicle. Under no circumstances shall any vehicle regulated by this
395 section be allowed to idle or run the engine for more than 45
396 minutes while parked at each location.

397 (16) *Fans and air conditioners.* It shall be deemed unlawful to
398 create any excessive loud noise by the use or operation of any

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noise-creating air conditioner, compressor unit, power fan or blower or the electric motor or any engine used to drive such device, the operation of which causes the sound level to exceed 65 dBA. Such noise shall be muffled and deadened by adequate noise suppression and muffling devices to eliminate annoyance and disturbance to persons within the range of hearing.

(17) *Generators.* Emergency generators installed in all residential districts shall be exempt from the sound levels set forth in Table 1 when operated during power outages. Generators in all residential districts may be operated for testing purposes one time for a period not to exceed 30 minutes in any seven-day period. Testing of generators in all residential districts is permitted between the hours of 11:00 a.m. through 5:00 p.m., Monday through Sunday.

(f) *Method of sound level measurement.* Sound level measurement shall be made with a sound level meter using the A-weighting scale, in accordance with standards promulgated by American National Standards Institute or other reasonable standards adopted by the village or the state.

(g) *Exempt noises.* The following are exempt from the provisions of subsection 30-60.29(d) of this division:

(1) Noises from lawn mowers and agricultural equipment during daylight hours (7:00 a.m. to 9:00 p.m., or sunset, whichever is earlier) when operated with all the manufacturers' standard mufflers and noise-reducing equipment in use and in proper operating condition.

(2) Nonamplified crowd noises resulting from the activities such as those planned by student, governmental or community groups, such as parades or sports events.

(3) Noises from construction operations for which building permits have been issued or construction operations not requiring permits due to ownership of the project by any agency of government; providing all equipment is operated in accord with the manufacturer's specifications and with all standard equipment, manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition. Such construction shall not begin

435 prior to 7:00 a.m. and shall cease by 6:00 p.m. on weekdays; shall
436 not begin prior to 9:00 a.m. and shall cease by 5:00 p.m. on
437 Saturdays; and shall not occur on Sundays and Village recognized
438 holidays unless the noise control officer grants a special permit.
439

440 (4) Noises of safety signals, warning devices, emergency
441 pressure relief valves, and bells and chimes of churches, except
442 noise relating to operation of trains.

443 (5) Noises resulting from any authorized emergency vehicle
444 when responding to an emergency call or acting in time of
445 emergency.

446 (6) Noises resulting from activities of a temporary duration
447 permitted by law and for which a license or permit therefore has
448 been granted by the Village in accordance with the above.
449 Regulation of noises emanating from operations under permit shall
450 be according to the conditions and limits stated on the permit and
451 contained above.

452 (7) Noises made by persons having obtained a permit to use the
453 streets.

454 (8) Noises from the normal operations of aircraft (not including
455 model aircraft).

456 (9) Noises, including but not limited to noise from operation of
457 trains, of which regulation is preempted by the Federal government,
458 but only to the extent of such Federal preemption.

459 (10) Noises from the un-amplified human voice.

460 (11) Noises from routine maintenance of public service facilities.

461 (12) Noises resulting from New Year's Eve celebrations, which
462 celebrations may continue until 1:00 a.m. New Year's Day.

463 (h) *Special permits to exceed noise levels.* Application for a permit
464 for relief from the maximum noise level limits designated in this article
465 may be made in writing to the Village Manager. Any permit granted by
466 the Village Manager hereunder must be in writing and shall contain all
467 conditions upon which the permit is granted. The Village Manager may
468 grant the applied-for special permit only as follows:

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(1) *Conditions.* The Village Manager may prescribe any reasonable conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound-attenuating devices.

(2) *Permits for entertainment.* Permits may be granted for the purpose of entertainment under the following conditions:

- a. The function must be open to the public.
- b. The function must take place on public property.
- c. The permit will be given for only eight hours in one 24-hour day.
- d. The function must be staged between the hours of 9:00 a.m. and 12:00 a.m.

(3) *Other special permits.* Other special permits for nonentertainment special purposes may be issued under the following conditions:

- a. If the special purpose relates to the operation of a trade or business, the special purpose must not be in the ordinary course of that trade or business and must be necessary to the operation of the trade or business.
- b. If the special purpose does not relate to the operation of a trade or business, the special purpose must not be an ordinary event in the affairs of the applicant and must be compatible with the ordinary activities within the neighborhood in which the special purpose is proposed to occur.
- c. If the special purpose is a recurring one, it must not recur more than four times each calendar year.
- d. Except in emergency situations, as determined by the Village Manager, the special permit may be issued for eight hours (between 7:00 a.m. and 12:00 a.m.) only.
- e. Special permits may be issued for no longer than 15 consecutive days, renewable by further application to the village manager.

503 (4) *Loudspeakers.* No permit may be issued to permit the use
504 of any loudspeaker or sound-amplifying device on the exterior of
505 any building that at any time exceeds the sound level limits in Table
506 1 except those used for emergency. ~~warnings.~~

507 (i) *Enforcement responsibility.* Violations shall be written, and fines
508 levied to the maximum amount allowed by the Village Code. Warnings
509 should be limited to no more than one (1) per instance. Nothing herein
510 shall limit all legal and equitable remedies of the Village. ~~The NCO~~
511 ~~shall have primary enforcement responsibility for this article. Alleged~~
512 ~~noise disturbance violations shall be investigated on a "complaint~~
513 ~~only" basis and only when the person or persons making the complaint~~
514 ~~contacts the Village of Palmetto Bay's Code Compliance Division.~~

515 (j) *Penalties.*

516 (1) *Notice of civil infraction.* Upon a determination by the NCO
517 that a source of noise is being conducted in violation of this article,
518 the NCO shall issue a notice of civil infraction directing the operator
519 or operators thereof to cease and desist such operations until the
520 violation is corrected. Such notice of civil infraction shall be served
521 by personal delivery to the source of noise or by deposit in the U.S.
522 mail by registered or certified mail addressed to the operator of the
523 noise facility at the location thereof. If such notice of civil infraction
524 is delivered personally, a copy of the notice of civil infraction shall
525 be posted on the property concerned. If any operator shall fail to
526 comply with a valid, duly served notice of civil infraction, he shall be
527 guilty of an offense and punished as heretofore provided. Each
528 day's continuing violation shall constitute a separate and distinct
529 offense.

530 (2) Any person receiving a notice of civil infraction may appeal
531 such order to the NCO by serving a request for hearing upon the
532 NCO within 20 calendar days of receipt of such order. Such notice
533 may be served by deposit in the U.S. mail by registered or certified
534 mail addressed to the NCO. Upon receipt of a request for hearing,
535 the NCO shall grant a hearing to the appellant at the earliest
536 possible date. At such hearing, the appellant is entitled to be heard
537 in person or by counsel and to present arguments and evidence
538 pertaining to the matter as provided for under the Village's Special
539 Master System of Village of Palmetto Bay Code of Ordinances.

540 (3) *Civil proceedings.* Upon determination by the NCO that a
541 source of noise is being conducted in violation of this article or a
542 notice of civil infraction issued by the NCO, in addition to other
543 remedies provided in such sections and in the laws of the State of
544 Florida, the NCO may, upon authorization by the special master,
545 institute any appropriate action or proceedings to restrain, correct
546 or abate such violations or otherwise prevent the unlawful use of
547 such noise operation or the unlawful operation of such facility by
548 any person, as provided for in this section.

549 (Ord. No. 07-31, § 1, 10-1-2007; Ord. No. 08-05, § 1, 3-3-2008; Ord.
550 No. 2012-26, § 1, 11-5-2012)

551
552 **Section 2.** Section 30-60.10 of the Village Code of Ordinances is
553 amended as follows:

554 (g) All demolition sites shall comply with the Village's noise code,
555 demolition activity is limited between the hours from 7:00 a.m. to 6:00
556 p.m., Monday through Friday. Saturday hours shall be from 9:00 a.m.
557 to 5:00 p.m. No demolition activity is permitted on Sunday and
558 holidays.

559
560 **Section 3.** Section 30-60.11 of the Village Code of Ordinances is
561 amended as follows:

562 (g) All construction sites shall comply with the Village's noise code.
563 Construction activity is limited between the hours from 7:00 a.m. to
564 6:00 p.m., Monday through Friday. Saturday hours shall be from 9:00
565 a.m. to 5:00 p.m. No construction activity is permitted on Sunday and
566 holidays.

567
568 **Section 4. Applicability.** For the purposes of jurisdictional
569 applicability, this ordinance shall apply in the Village of Palmetto Bay.
570 This ordinance shall apply to all applications for development, including
571 building permit applications and subdivision proposals, submitted on or
572 after the effective date of this ordinance.

573
574 **Section 5. Conflicting Provisions.** The provisions of the Code of
575 Ordinances of the Village of Palmetto Bay, Florida and all Ordinances or
576 parts of Ordinances in conflict with the provisions of this Ordinance are

577 hereby repealed.

578

579 **Section 6. Severability.** The provisions of this Ordinance are
580 declared to be severable, and if any sentence, section, clause or phrase
581 of this Ordinance shall, for any reason, be held to be invalid or
582 unconstitutional, such decision shall not affect the validity of the
583 remaining sentences, sections, clauses or phrases of the Ordinance, but
584 they shall remain in effect.

585

586 **Section 7. Codification.** It is the intention of the Village Council, and
587 it is hereby ordained the provisions of this Ordinance shall become and
588 be made part of the Code of Ordinances of the Village of Palmetto Bay,
589 Florida, that sections of this Ordinance may be renumbered or re-lettered
590 to accomplish such intentions, and that the word "Ordinance" shall be
591 changed to "Section" or other appropriate word.

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593 **Section 8. Effective Date.** This Ordinance shall take effect
594 immediately upon enactment upon Second Reading.

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596 **PASSED AND ADOPTED ON SECOND READING** this 13th day
597 of September, 2021.

598

599 **First Reading:** July 12, 2021
600 **Second Reading:** September 13, 2021

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603 Attest: _____
604 **Missy Arocha** **Karyn Cunningham**
605 **Village Clerk** **Mayor**

606

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

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613 _____
614 **John C. Dellagloria, Esq.**
Village Attorney

615 **VOTE ON FIRST SECOND READING:**

616
617 Mayor Karyn Cunningham YES
618
619 Council Member Steven Cody YES
620
621 Council Member Marsha Matson YES
622
623 Vice-Mayor Leanne Tellam YES
624
625 Council Member Patrick Fiore YES
626

627
628 **FINAL VOTE AT ADOPTION ON SECOND READING:**

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630 Mayor Karyn Cunningham _____
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632 Council Member Steven Cody _____
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634 Council Member Marsha Matson _____
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636 Vice-Mayor Leanne Tellam _____
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638 Council Member Patrick Fiore _____



AGENDA ITEM

11A

1 i. ~~Cannot~~ Can be currently employed by the Village, or be a
2 resident or business owner of the Village;

3 ii. Cannot be current members of any committee, task force or
4 board in the Village;

5 iii. Must be a licensed architect, urban planner, landscape
6 architect, architectural historian, professional artist, faculty member of an
7 architectural school, realtor, or builder, with no more than one profession
8 represented on the Committee at the same time.

9 iv. Can be a non-resident as long as the individual is a licensed
10 architect, urban planner, landscape architect, architectural historian,
11 professional artist, faculty member of an architectural school, realtor, or
12 builder

13
14 ~~(3) Meetings. The Committee shall meet on the call of the~~
15 ~~Committee Chair, but in any event shall meet at least twice in the months~~
16 ~~of September and October 2021 or until reporting to the Council.~~
17 ~~Recruitment for the Committee shall occur through September 13, 2021,~~
18 ~~with the selection of committee members by the Village Council at the~~
19 ~~Regular Council Meeting of July 2021. The Committee shall host its first~~
20 ~~meeting on September 22, 2021. The Committee shall meet on the call~~
21 ~~of the Committee Chair, but in any event shall meet immediately two~~
22 ~~times after the appointment of Committee Members by the Village~~
23 ~~Council, two times the following month, and two times before June 6,~~
24 ~~2022, which is the date of when the final report is due to the Village~~
25 ~~Council.~~

26
27 (4) Purpose. The purpose of the committee is to develop
28 architectural guidelines for future development within the Village of
29 Palmetto Bay emphasizing Florida Vernacular Design style.

30
31 (5) Design style. The Village architectural design style is Florida
32 Vernacular.

33
34 (6) Duties. The Committee shall develop an architectural
35 guideline manual regarding the design content of the buildings and
36 facades within the Village of newly constructed buildings or existing
37 buildings or facades in which fifty percent (50%) or more is being
38 replaced. The design guidelines do not apply to single-family residences.

1 The following are examples of components to be considered as part of
2 the guideline manual:

3
4 Architectural Features:

- 5 i. facades;
- 6 ii. awnings;
- 7 iii. balconies;
- 8 iv. porticos.

9 Building Design:

- 10 i. compatibility;
- 11 ii. human scale;
- 12 iii. building mass.

13 Landscaping and lighting:

- 14 i. site enhancement;
- 15 ii. fences and free standing walls;
- 16 iii. tree transition;
- 17 iv. lighting.

18 Site Planning:

- 19 i. building entrances;
- 20 ii. building orientation;
- 21 iii. transition from neighborhood district.

22
23 (7) Reporting. The Committee shall report and present its
24 recommendations to the Council, no later than the Regular Council
25 meeting in ~~November, 2024~~ June, 2022.

26
27 (8) Sunshine Law. The Council recognizes that the Committee is
28 subject to the provisions of the Florida Sunshine Laws, including the
29 Public Meetings Law.

30
31 **Section 2.** This Ordinance shall be effective immediately upon
32 adoption.

33
34 **PASSED** and **ADOPTED** on **SECOND READING** this 13th day of
35 September 2021.

36
37 **First Reading:** September 13, 2021

38 **Second Reading:** _____

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

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

John Dellagloria, Esq.
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore _____
Council Member Steve Cody _____
Council Member Marsha Matson _____
Vice-Mayor Leanne Tellam _____
Mayor Karyn Cunningham _____

FINAL VOTE AT ADOPTION ON SECOND READING:

C Council Member Patrick Fiore _____
Council Member Steve Cody _____
Council Member Marsha Matson _____
Vice-Mayor Leanne Tellam _____
Mayor Karyn Cunningham _____



AGENDA ITEM

11B

1
2
3 **ORDINANCE NO. 2021-15**

4 **AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE**
5 **VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PRO-**
6 **CUREMENT CODE BY THE ADDITION OF SECTION 2-175 (C) (10)**
7 **BY ESTABLISHING PREFERENCES FOR SERVICE-DISABLED**
8 **VETERANS; AND PROVIDING FOR AN EFFECTIVE DATE. (*Spon-***
9 **sored by Councilmember Patrick Fiore)**

10 **WHEREAS**, Service-Disabled Veterans are statistically the least
11 likely to be self-employed as opposed to the Veteran population as a
12 whole; and

13
14 **WHEREAS**, these Service-Disabled Veterans have made ex-
15 traordinary sacrifices on behalf of our Nation; and

16
17 **WHEREAS**, it is the moral imperative of government to assist
18 these Veterans in the business opportunities afforded through govern-
19 ment contracts, bids, and proposals; and

20
21 **WHEREAS**, the Florida Legislature has recognized this obligation
22 through the passage of Chapter 295, Florida Statutes; and

23
24 **WHEREAS**, in order to put these ideals into practice, the following
25 provisions are to be codified as Section 2-175 (c)(10):

26
27 **NOW, THEREFORE, THE FOLLOWING ORDINANCE**
28 **IS HEREBY ENACTED BY THE VILLAGE OF PALMETTO BAY,**
29 **FLORIDA:**

30
31 **Section 1.** The above recitals are incorporated as if set forth in
32 full.

33
34 **Section 2. Section 2-175 (c)(10):**

35 a. **“Certified veteran business enterprise” means a business that**
36 **has been certified by the Department of Management Services**
37 **to be a veteran business enterprise as defined in paragraph**
38 **(c).**

39 b. **“Service-disabled veteran” means a veteran who is a perma-**

1 nent Florida resident with a service-connected disability as de-
2 termined by the United States Department of Veterans Affairs
3 or who has been terminated from military service by reason of
4 disability by the United States Department of Defense.

5
6 c. “Veteran business enterprise” means an independently owned
7 and operated business that:

- 8 1. Employs 200 or fewer permanent full-time employees;
- 9 2. Together with its affiliates has a net worth of \$5 million or
10 less or, if a sole proprietorship, has a net worth \$5 million or
11 less including both personal and business investments;
- 12 3. Is organized to engage in commercial transactions;
- 13 4. Is domiciled in this state;
- 14 5. Is at least 51 percent owned by one or more wartime veter-
15 ans or service-disabled veterans; and
- 16 6. The management and daily business operations of which
17 are controlled by one or more wartime veterans or service-
18 disabled veterans or, for a service-disabled veteran having
19 a permanent and total disability, by the spouse or perma-
20 nent caregiver of the veteran.
- 21 7. When considering two or more bids, proposals, or replies
22 for the procurement of commodities or contractual services,
23 at least one of which is from a certified veteran business
24 enterprise, which are equal with respect to all relevant con-
25 siderations, including price, quality, and service, shall award
26 such procurement or contract to the certified veteran busi-
27 ness enterprise.

28
29 **Section 3.** Should there be no Service-Disabled Veteran’s Busi-
30 ness as defined above, an individual Service-Disabled Veteran shall re-
31 ceive an additional five (5) points on any bid or other solicitation where
32 point scoring is used.

33
34 **Section 4.** This Ordinance shall become effective on Second
35 Reading.

36
37 **PASSED and ADOPTED on SECOND READING** this _____
38 day of _____ 2021.



AGENDA ITEM

12A



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

Re: Fee Waiver – The Early
Development of Global Education
Charitable Foundation, Inc.

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF CORAL REEF PARK AT NO COST ON OCTOBER 24, 2021, TO THE EARLY DEVELOPMENT OF GLOBAL EDUCATION CHARITABLE FOUNDATION, INC., FOR THE PURPOSE OF CONDUCTING A FUNDRAISING EVENT “THE EDGE’S QUEEN BEES IMPACT 3K”; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The Early Development of Global Education Charitable Foundation, Inc. (The EDGE) is a humanitarian organization established in 2007 in Miami, Florida. The mission of The EDGE is to empower women and youth, while providing humanitarian services for victimized and disadvantaged children. Founded by four women, Mercy Hernandez, Priya Nembhard, Irma Gomez and Maria Paez, The EDGE has impacted over 20,000 children around the world. In 2013 The EDGE underwent a transformation into a humanitarian organization with educational, leadership and environmental values, including the rebranding and the adoption of the bee as their mascot and purple as their official color.

Initially providing children with science-based curriculum and program, The EDGE quickly shifted gears when many of the children were in need of basic essentials. The Early Development of Global Education Charitable Foundation, Inc. (The EDGE) is requesting to utilize Coral Reef Park, at no cost, on Sunday, October 24, 2021, to conduct a fundraising event.

Re: Fee Waiver- The Early Development of Global
Education Charitable Foundation, Inc.
Page 2 of 2

FISCAL/BUDGETARY IMPACT:

It is estimated that the formal renting of the needed park space would not exceed \$200; and in that the granting of such a fee waiver would not result in financial expenditures for the Village, no fiscal impact would be realized.

RECOMMENDATION:

Approval is recommended.

Attachments:

- A. Event/Facility Use Request Questionnaire
- B. Special Event Permit Application
- C. Incorporation Status
- D. Site Plan

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

3
4 **Section 1.** The Early Development of Global Education
5 Charitable Foundation, Inc., is hereby authorized to use Coral Reef
6 Park on October 24, 2021, for the purpose of conducting a fundraising
7 event "The EDGE's Queen Bees Impact 3K".
8

9 **Section 2.** User fees are hereby waived, and The Early
10 Development of Global Education Charitable Foundation, Inc., shall
11 have use of the needed park amenities on October 24, 2021, at no
12 costs; with the proviso that the recipient comply with all applicable
13 rules, regulations, and ordinances.
14

15 **Section 3.** This resolution shall take effect immediately upon its
16 adoption.
17

18 **PASSED and ADOPTED** this _____ day of September 2021.
19

20 Attest:
21
22

23 _____
24 **Missy Arocha**
25 **Village Clerk**
26

_____ **Karyn Cunningham**
Mayor

27
28 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
29 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
30 FLORIDA ONLY:
31

32 _____
33 **John C. Dellagloria, Esq.**
34 **Village Attorney**
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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____



Event/Facility Use Request Questionnaire

Date: 8/24/21

Event Name: The EDGE'S Queen Bees IMPACT 3K

Name of Organization: The EDGE Charitable Foundation

Name of Organizer: Queen Bees

How many years have you conducted this event at our park? 0

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: Sunday October 24, 21

Date #2:

Date #3:

Estimated Attendance: 300 people Park: Coral Reef Park

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

3K walk/Run

Organization's Mission/Vision/Purpose:

The EDGE'S Queen Bees serve the underprivileged children of the South Florida community. we hope to raise funds by conducting this Impact 3K walk/Run and Family Health Fair.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note: You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.**

10/24/21 Impact 3k 8am
9am Registration + Set-up
10am Run/walk begins
11am Run/walk ends Hand out of Prizes
11am-12pm Health/Fitness fair
free bags giveaway, DJ music
Face Painting, kids yoga + mindfulness
Ballon arch will be set up for start/End.
3-4 10X10 tents for registration/giveaways
DJ station/ Face painting

Required Documents:

I. Detailed Site Plan. Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc. **Once the event is approved, a site meeting will be required with the Park Supervisor.**

CLICK HERE TO UPLOAD THE SITE MAP

II. Please include the Certificate of Liability Insurance. ****Required once event is approved via Resolution**

Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157

III. Not-for-Profit Documents with Federal Tax ID # _____

CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS

General:

Yes No

Is this event open to the general public?

Will there be an admission fee? If yes, please provide amount(s): \$30 Public
\$25 Queen Beer \$15 kids and under

Will you have music? Live Taped DJ
Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.

Will there be on-site registration? yes 10x10 station

Will there be sponsors or vendors on-site? If yes, please list them below.

QB bags giveaway
WAC watership table
water/hydration station
DJ.

Will your event require tents? Size: 10x10 Quantity: 4

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

*Tents larger than 10' x10' require a separate permit from the building department.

Will your event require a stage, or platform? Size: no Quantity: _____
*Will require a separate permit from the building department.

Insert Image of Stage HERE (if applicable):



Area/Amenity of park to be used: (Please check all that apply)

<input type="checkbox"/> Recreation Room	<input type="checkbox"/> Gazebo/Pavilion	<input type="checkbox"/> Meditation Garden	<input checked="" type="checkbox"/> Picnic Area	<input type="checkbox"/> Ball Field # _____
<input type="checkbox"/> Soccer Field	<input type="checkbox"/> Football Field	<input type="checkbox"/> Open Field Area	<input type="checkbox"/> Volleyball Courts	<input type="checkbox"/> Playground
<input type="checkbox"/> Basketball Courts	<input type="checkbox"/> Skate Park	<input type="checkbox"/> Amphitheater	<input type="checkbox"/> Covered Terrace	<input type="checkbox"/> Open Terrace
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/> Racquetball Courts	<input checked="" type="checkbox"/> Walking/Jogging Trails	<input type="checkbox"/> Entire Park	<input type="checkbox"/> Other _____

Vendors: Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

<input type="checkbox"/> Caterer _____
<input type="checkbox"/> Food Trucks _____
<input type="checkbox"/> Amusement Rides (Bounce House, Mechanical etc.) _____
<input type="checkbox"/> Other _____



VILLAGE OF PALMETTO BAY
SPECIAL EVENT PERMIT APPLICATION
FOR PRIVATE PROPERTIES

APPLICANT INFORMATION

Date: 8/24/21
 Name of Applicant: The Edge's Queen Bees
 Name of Owner, if other than applicant (as applicable): Edge Charitable Foundation
 Address: 12725 SW 122 Ave Miami FL 33186
 Telephone: (3) 298 1763 Fax: _____
 *Contact Person: Juana Mattia Mobile No.: (3) 970 6516
 Email Address: QueenJuanaM@gmail.com
**Must be available for the duration of the event, including overnight if applicable*

EVENT INFORMATION

Title of Event: The Edges QB Impact 3k Purpose of the Event: fundraiser
 Location of Event: coral reef Park
 Date(s) of Event: 10/24/21 Time(s) of Event: 9 am
 Anticipated Peak Hour(s) of Attendance: 9 am - 12 pm
 Anticipated Attendance (including event crew & participants): 300 p.
 Set-up Date: 10/24/21 Clean-up Date: 10/24/21

EVENT LOGISTICS

*No. & size of tents requested: 3 - 10x10 TENTS
 *No. & size of temporary signs/ banners requested: _____
**Tents and temporary signs/ banners may require building permits. For information, please contact the Building & Permitting Division at 305-259-1250, before submitting your permit application. No special events permits will be approved until all applicable building permits have been issued.*
 Event equipment to be used (include dimensions, staging/platforms, canopies, booths, vehicles, etc...): _____
 Check all applicable and provide a description of each item in the space provided:
 Music Fireworks _____ Food _____
 Describe sound equipment to be used (ie PA systems, microphone speakers, band, DJ, etc...):
Speakers + DJ set
 Will alcohol be served? (Please check one) Yes _____ No
Applicants are responsible for obtaining a liquor permit as required by statutory regulations. To determine whether a liquor license is required for your event, please contact the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco Application, 850-487-1395.
 Please include any printed material on the event with your completed application.

Notice to Applicants:

This permit application may be denied or revoked by the Village Manager based on endangerment of the health, safety or welfare of the community. The Village Manager may impose reasonable conditions on the permitted activities as deemed necessary. Events are only approved for thirty calendar days.

[Signature] _____ Date 8/24/21

APPROVAL- FOR OFFICE USE

Police: Approved Denied Reason: _____
 Signature: _____ Date: _____
 Zoning: Approved Denied Reason: _____
 Signature: _____ Date: _____
 Permitting: Approved Denied Reason: _____
 Signature: _____ Date: _____
 Public Works: Approved Denied Reason: _____
 Signature: _____ Date: _____
 Village Manager: _____
 Signature _____ Date _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation

THE EARLY DEVELOPMENT OF GLOBAL EDUCATION CHARITABLE FOUNDATION, INC.

Filing Information

Document Number	N07000007986
FEI/EIN Number	33-1176798
Date Filed	08/13/2007
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/05/2008
Event Effective Date	NONE

Principal Address

12727 SW 122nd Ave
Miami, FL 33186

Changed: 01/28/2021

Mailing Address

12727 SW 122nd Ave
Miami, FL 33186

Changed: 01/28/2021

Registered Agent Name & Address

Hernandez, Mercy
12727 SW 122nd Ave
Miami, FL 33186

Name Changed: 01/09/2014

Address Changed: 01/28/2021

Officer/Director Detail

Name & Address

Title President

HERNANDEZ, MERCY
12727 SW 122nd Ave
Miami, FL 33186

Title VP

LaMadrid, Cecilia
14645 SW 174th Terrace
Miami, FL 33177

Title Treasurer

Portela, Maria
8712 SW 212th Terrace
Cutler Bay, FL 33189

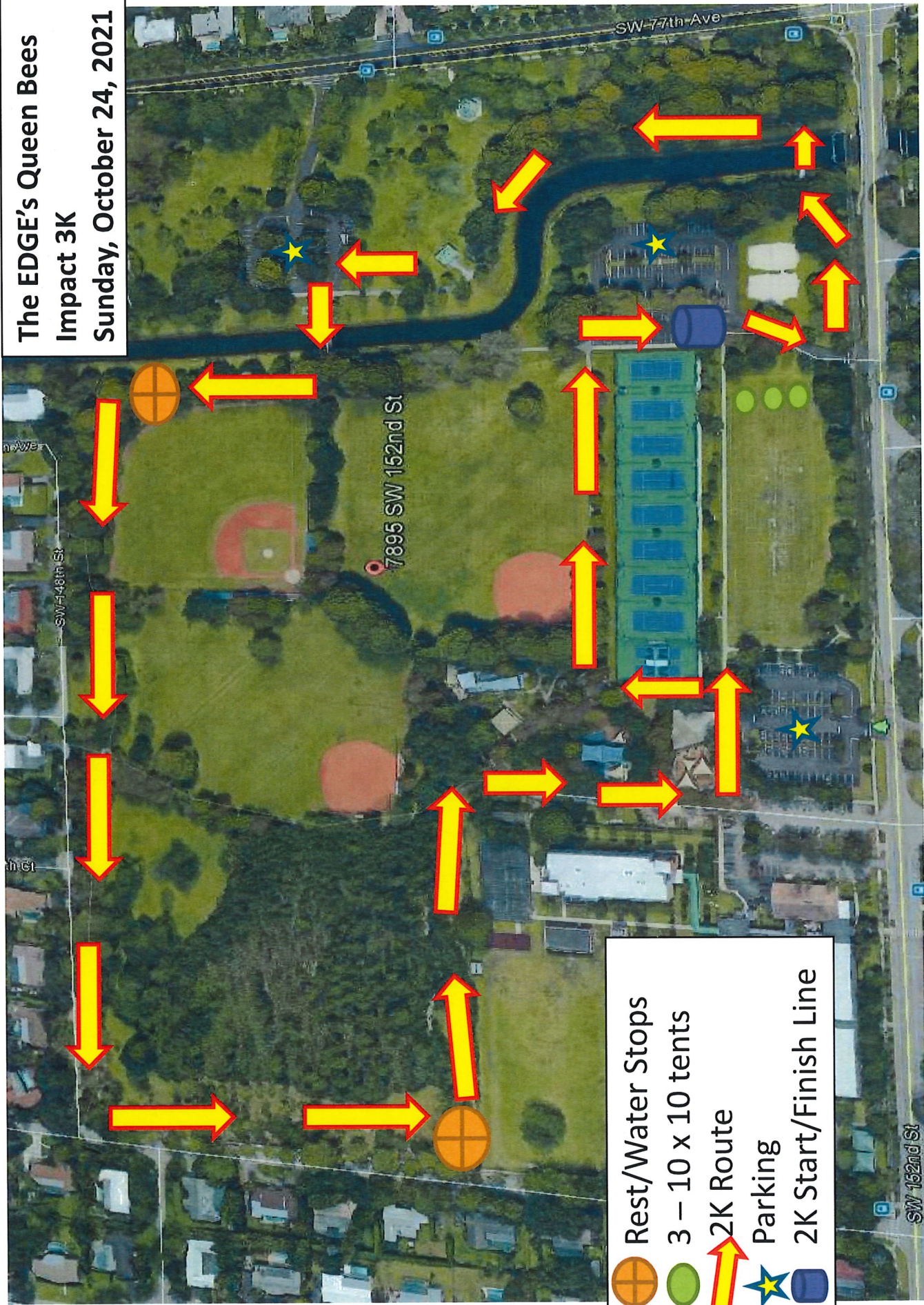
Annual Reports

Report Year	Filed Date
2019	04/09/2019
2020	03/20/2020
2021	01/28/2021

Document Images

01/28/2021 -- ANNUAL REPORT	View image in PDF format
03/20/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
03/29/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
03/30/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
02/05/2008 -- Amendment	View image in PDF format
08/13/2007 -- Domestic Non-Profit	View image in PDF format

The EDGE's Queen Bees
Impact 3K
Sunday, October 24, 2021



- Rest/Water Stops
- 3 - 10 x 10 tents
- 2K Route
- Parking
- 2K Start/Finish Line



AGENDA ITEM

12B



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

NM

Re: Fee Waiver – Young Patronesses of the Opera – March 6, 2022 at Thalatta Estate

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2022, TO YOUNG PATRONESSES OF THE OPERA FOR THE PURPOSE OF CONDUCTING A “RIGOLETTO OPERA PREVIEW” EVENT; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

Young Patronesses of the Opera is a nonprofit organization on a mission to cultivate, promote, foster, sponsor, educate and develop the taste, understanding and love of opera in our community. It began in 1956 with a small group of volunteer women who believed in opera education. Today they are a thriving volunteer organization offering many opera education programs to the community. Educating children has always been of paramount importance to the members of YPO. Their programs supplement the diminishing musical arts programs in schools and expose youth to opera and classical music to ensure the appreciation of these arts thrive in future generations.

Young Patronesses of the Opera is requesting a waiver of fees to utilize Thalatta Estate (outdoor terrace and associated amenities) for a “Rigoletto Opera Preview”, March 6, 2022, from 6:30pm to 10:00pm.

FISCAL/BUDGETARY IMPACT:

It is estimated that the formal renting of the needed park space would not exceed \$2,475; and staff cost would not exceed \$150.

RECOMMENDATION:

Approval is recommended.

Re: Fee Waiver- Young Patronesses of the Opera
at Thalatta Estate- March 6, 2022
Page 2 of 2

Attachments:

- A. Event/Facility Use Request Questionnaire
- B. Special Event Permit Application
- C. Incorporation Status
- D. Site Plan

1 2022, at no costs; with the proviso that the recipient comply with all
2 applicable rules, regulations and ordinances.

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

6
7
8 **PASSED and ADOPTED** this ____ day of September, 2021.

9
10 Attest:

11
12
13

14 _____
15 **Missy Arocha**
16 **Village Clerk**

_____ **Karyn Cunningham**
Mayor

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

20
21

22 _____
23 **John C. Dellagloria, Esq.**
24 **Village Attorney**

25

26 **FINAL VOTE AT ADOPTION:**

27
28 Council Member Patrick Fiore _____

29
30 Council Member Steve Cody _____

31
32 Council Member Marsha Matson _____

33
34 Vice-Mayor Leanne Tellam _____

35
36 Mayor Karyn Cunningham _____



Event/Facility Use Request Questionnaire

Date: 7/29/21

Event Name: Rigoletto Opera Preview

Name of Organization: Young Patronesses of the Opera

Name of Organizer: Barbara Waters and Violeta Cepeda

How many years have you conducted this event at our park? NA

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 3/6/22

Date #2: 3/12/22

Date #3:

Estimated Attendance: 70 Park: 35

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Membership Opera Preview

Organization's Mission/Vision/Purpose:

Young Patronesses of the Opera is a 501(c) 3 not for profit organization founded 66 years ago to promote music education and appreciation in the public schools, host a Girl Scout Workshop, Teachers' Workshop, In School Opera performances and an outstanding Voice Competition. The organization is 100% volunteers!

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note: You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.**

Reception
Brief history & description of the opera
Brief performance of selected numbers
Caterered dinner/cocktails

Request rental fees to be waived as YPO is a not for profit. Also request use of tables and chairs at Thalatta Estate.

YPO will provide a keyboard and PA.

Required Documents:

I. Detailed Site Plan. Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc. **Once the event is approved, a site meeting will be required with the Park Supervisor.**

CLICK HERE TO UPLOAD THE SITE MAP

II. Please include the Certificate of Liability Insurance. ****Required once event is approved via Resolution**

Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157

III. Not-for-Profit Documents with Federal Tax ID # 59 2376906

CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS

General:

Yes No

Is this event open to the general public?

Will there be an admission fee? If yes, please provide amount(s): Membership fee to cover dinner

Will you have music? Live Taped DJ

Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.

Will there be on-site registration? _____

Will there be sponsors or vendors on-site? If yes, please list them below.

Will your event require tents? Size: NA Quantity: _____

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

*Tents larger than 10' x10' require a separate permit from the building department.

Will your event require a stage, or platform? Size: NA Quantity: _____

**Will require a separate permit from the building department.*

Insert Image of Stage HERE (if applicable):



Area/Amenity of park to be used: *(Please check all that apply)*

<input type="checkbox"/> Recreation Room	<input type="checkbox"/> Gazebo/Pavilion	<input type="checkbox"/> Meditation Garden	<input type="checkbox"/> Picnic Area	<input type="checkbox"/> Ball Field # _____
<input type="checkbox"/> Soccer Field	<input type="checkbox"/> Football Field	<input type="checkbox"/> Open Field Area	<input type="checkbox"/> Volleyball Courts	<input type="checkbox"/> Playground
<input type="checkbox"/> Basketball Courts	<input type="checkbox"/> Skate Park	<input type="checkbox"/> Amphitheater	<input checked="" type="checkbox"/> Covered Terrace	<input checked="" type="checkbox"/> Open Terrace
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/> Racquetball Courts	<input type="checkbox"/> Walking/Jogging Trails	<input type="checkbox"/> Entire Park	<input checked="" type="checkbox"/> Other _____

Vendors: Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

<input checked="" type="checkbox"/> Caterer _____
<input type="checkbox"/> Food Trucks _____
<input type="checkbox"/> Amusement Rides (Bounce House, Mechanical etc.) _____
<input type="checkbox"/> Other _____



VILLAGE OF PALMETTO BAY
SPECIAL EVENT PERMIT APPLICATION
USING PARK PROPERTIES

APPLICANT INFORMATION

Date: 8/4/21

Name of Applicant: Young Patronesses of the Opera

Name of Owner, if other than applicant (as applicable): Carolina Friedhoff, President

Address: 6225 SW 106th St. Miami, FL. 33156

Telephone: 305-491-2298 Fax: NA

*Contact Person: Barbara Waters Mobile No.: 305-321-8736

Email Address: barbarawaters@frenchtex.com

**Must be available for the duration of the event, including overnight if applicable*

EVENT INFORMATION

Title of Event: Opera Preview Purpose of the Event: Members Preview

Location of Event: Thallata Estate

Date(s) of Event: March 6, 2022 Time(s) of Event: 6:30-10:00 pm

Anticipated Peak Hour(s) of Attendance: 7:00-9:00 pm

Anticipated Attendance (including event crew & participants): 65-70

Set-up Date: 3/6/22 Clean-up Date: Same

EVENT LOGISTICS

*No. & size of tents requested: NA

*No. & size of temporary signs/ banners requested: NA

****Tents and temporary signs/ banners may require building permits. For information, please contact the Building & Permitting Division at 305-259-1250, before submitting your permit application. No special events permits will be approved until all applicable building permits have been issued.***

Event equipment to be used (include dimensions, staging/platforms, canopies, booths, vehicles, etc...):
NA

Check all applicable and provide a description of each item in the space provided:
 Music Fireworks Food

Describe sound equipment to be used (ie PA systems, microphone speakers, band, DJ, etc...):
PA system for portable keyboard

Will alcohol be served? (Please check one) Yes No

Applicants are responsible for obtaining a liquor permit as required by statutory regulations. To determine whether a liquor license is required for your event, please contact the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco Application, 850-487-1395.

Please include any printed material on the event with your completed application.

Notice to Applicants:

This permit application may be denied or revoked by the Village Manager based on endangerment of the health, safety or welfare of the community. The Village Manager may impose reasonable conditions on the permitted activities as deemed necessary. Events are only approved for thirty calendar days.

Signature of Property Owner Date

APPROVAL- FOR OFFICE USE

Police: Approved Denied Reason: _____
 Signature: _____ Date: _____

Zoning: Approved Denied Reason: _____
 Signature: _____ Date: _____

Permitting: Approved Denied Reason: _____
 Signature: _____ Date: _____

Public Works: Approved Denied Reason: _____
 Signature: _____ Date: _____

Village Manager: _____
 Signature Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
YOUNG PATRONESSES OF THE OPERA, INC.

Filing Information

Document Number	N01505
FEI/EIN Number	59-2376906
Date Filed	02/17/1984
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/02/1998

Principal Address

9150 S, Dadeland Blvd.
Suite 908
MIAMI, FL 33156-7841

Changed: 04/23/2021

Mailing Address

1444 Robbia Avenue
Coral Gables, FL 33146

Changed: 04/23/2021

Registered Agent Name & Address

LOTT, LESLIE
C/O LOTT & FISCHER, PL
255 Aragon Ave.
3rd Floor
CORAL GABLES, FL 33134

Name Changed: 09/17/2015

Address Changed: 06/27/2019

Officer/Director Detail

Name & Address

Title Co-President

Friedhoff, Carolina
6225 SW 406 Street

6225 SW 106 Street
Miami, FL 33156

Title Co-President

Neider Sugrue, Linda, Dr.
4614 University Dr.
Coral Gables, FL 33146

Title Co-Vice President

Auerbacher, Laurel
16020 SW 77th Avenue
Palmetto Bay, FL 33157

Title Co-Vice President

Magenheimer, Debby, Dr.
7970 SW 141 Terrace
Palmetto Bay, FL 33158

Title Recording Secretary

Alfonso, Marta
8401 SW 53rd Avenue
Miami, FL 33143

Title Corresponding Secretary

Rojas, Magita
8431 SW 100th Street
Miami, FL 33156

Title Treasurer

Gessner, Julia
1444 Robbia Avenue
Coral Gables, FL 33146

Title Financial Secretary

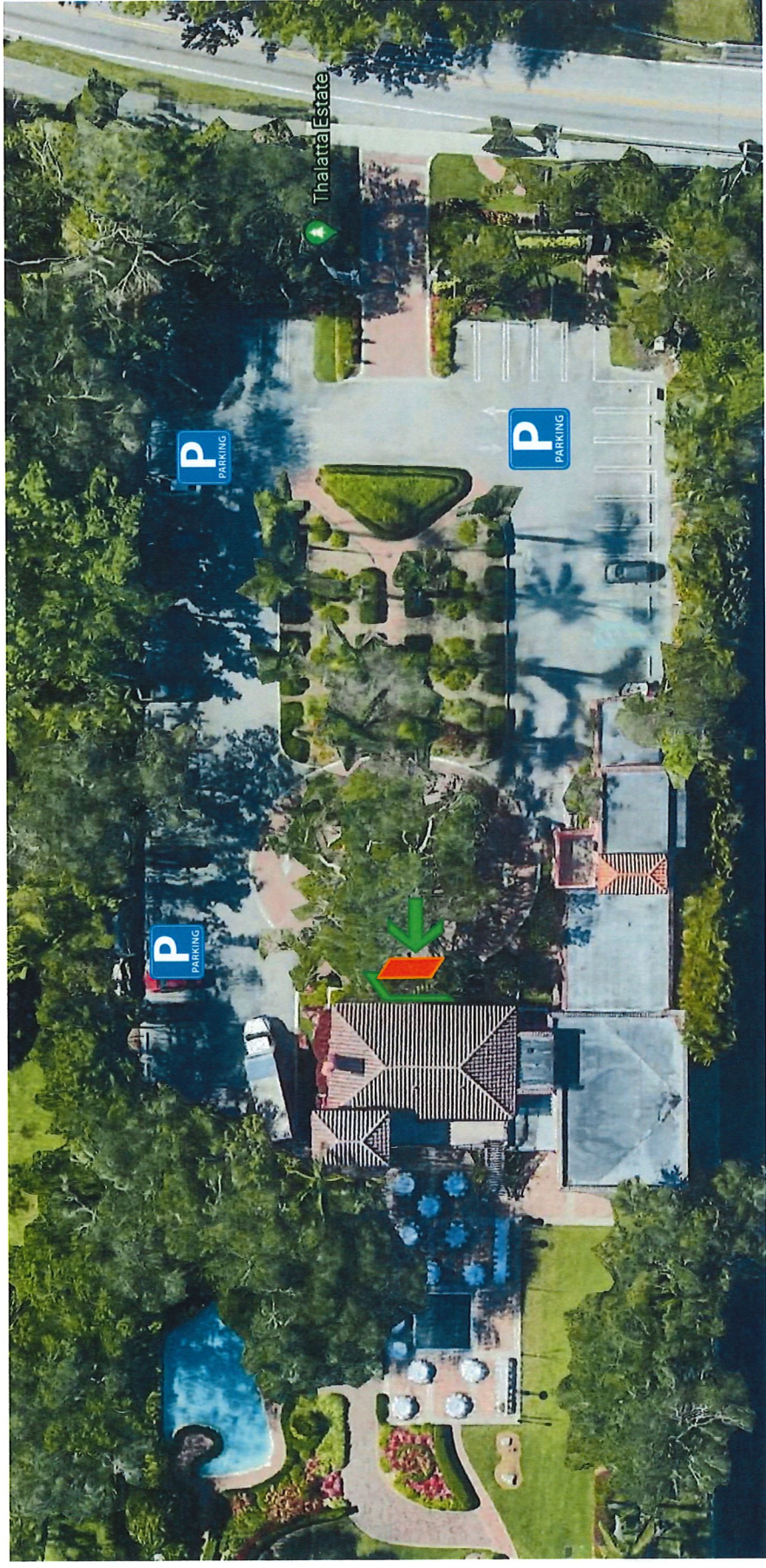
Page, Renae
5045 SW 74 Terrace
Miami, FL 33143

Annual Reports

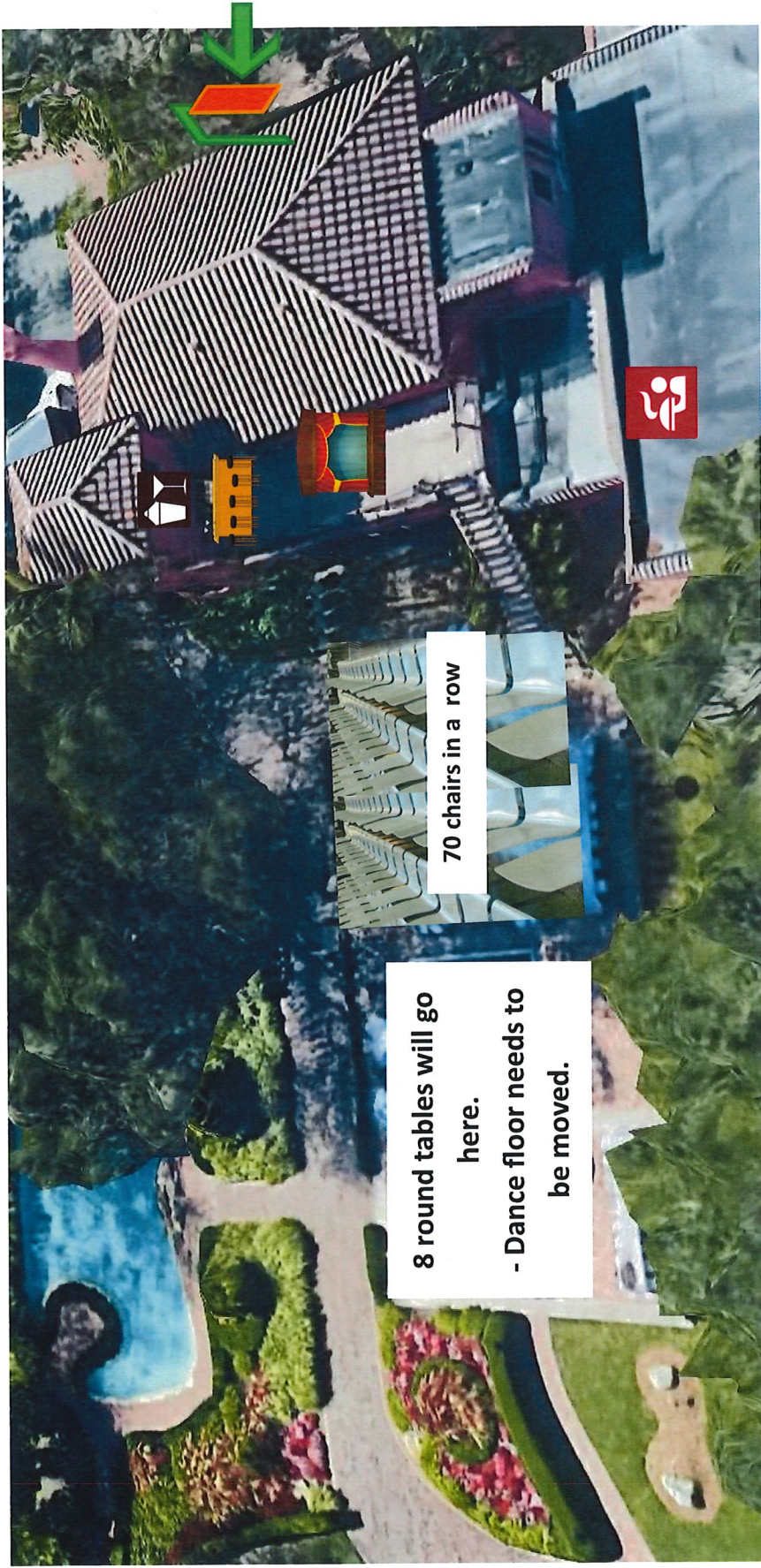
Report Year	Filed Date
2019	04/30/2019
2020	05/14/2020
2021	04/23/2021

Document Images

04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/14/2020 -- ANNUAL REPORT	View image in PDF format
06/27/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
03/16/2018 -- ANNUAL REPORT	View image in PDF format
03/11/2017 -- ANNUAL REPORT	View image in PDF format
04/07/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2016 -- ANNUAL REPORT	View image in PDF format
09/17/2015 -- Reg. Agent Change	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
10/27/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
06/03/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
05/11/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
08/02/2010 -- Reg. Agent Change	View image in PDF format
07/09/2010 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format
02/05/2009 -- ANNUAL REPORT	View image in PDF format
03/20/2008 -- ANNUAL REPORT	View image in PDF format
02/22/2007 -- ANNUAL REPORT	View image in PDF format
04/02/2006 -- ANNUAL REPORT	View image in PDF format
05/12/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2003 -- ANNUAL REPORT	View image in PDF format
08/05/2002 -- ANNUAL REPORT	View image in PDF format
05/02/2001 -- ANNUAL REPORT	View image in PDF format
06/05/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
04/02/1998 -- REINSTATEMENT	View image in PDF format
04/29/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format



We will need 35 parking spaces, and some additional parking may be needed in the canal.



8 round tables will go here.
 - Dance floor needs to be moved.

70 chairs in a row

	<p>Front entry way. Extra flow will enter through the main entrance to the outside bar; seating; and dining area</p>
	<p>Catering will be located under the roof by the kitchen area.</p>
	<p>Bar area will be outside of the house in the corner.</p>
	<p>We will use the balcony as our stage area.</p>
	<p>The 70 chairs will face the balcony area for the stage. The 8 round tables will be placed behind the chairs.</p>



AGENDA ITEM

12C

1 increases the costs of servicing all County residents with effective
2 public transportation; and
3

4 **WHEREAS**, a smart-growth strategy promotes infill development
5 along established public transportation routes, which adheres to
6 established zoning principles and growth plans help to preserve the
7 prosperity of individual municipalities; and
8

9 **WHEREAS**, adhering to a coherent development strategy rooted
10 in smart-growth principles minimizes harm to the environment,
11 maximizes the benefits of new infrastructure investments, and produce
12 a more integrated and walkable urban landscape; and
13

14 **WHEREAS**, the County possesses a unique topography
15 characterized by an elevated coastal ridge through the center of the
16 county, surrounded on the east and west by low-lying and flood-prone
17 open space; and
18

19 **WHEREAS**, given the County's topography and exposure to
20 flooding and storm surge, development should be centered along the
21 elevated coastal ridge, and avoided along the low-lying periphery; and
22

23 **WHEREAS**, in recognition of the environmental and economic
24 harm caused by suburban sprawl, and the County's distinctive
25 topographical landscape, the County established an Urban
26 Development Boundary in 1983 beyond which dense urban
27 development is not permitted; and
28

29 **WHEREAS**, growth management plans and tools designed to
30 facilitate Smart-Growth often come under assault by individual parties
31 seeking to gain exemption and exception for their individual projects;
32 and
33

34 **WHEREAS**, the best interest of all municipalities is served when
35 the County's elected leadership exerts restraint in approving new
36 developments that do not adhere to established sustainable-growth
37 plans; and
38

39 **WHEREAS**, the Hold the Line Coalition is an alliance of
40 individuals, community groups, businesses, municipalities, and

1 organizations dedicated to responsible and sustainable land
2 management in the County; and

3
4 **WHEREAS**, the Hold the Line Coalition has served as an
5 effective means of coordinating in favor of smart-growth principles and
6 against the urban sprawl within the County for over 25 years.

7
8 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
9 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
10 **FLORIDA:**

11
12 **Section 1.** The Village endorses the principles of Smart Growth
13 outlined in the Village's and County's master plans and encourages
14 counties and municipalities across the State to exercise restraint and
15 judiciousness in approving developments that conflict with established
16 growth management plans.

17
18 **Section 2.** The Village declares its membership in Miami-Dade
19 County's Hold the Line Coalition.

20
21 **Section 3.** If any section clause, sentence, or phrase of this
22 resolution is for any reason held invalid or unconstitutional by a court
23 of competent jurisdiction, the holding shall not affect the validity of the
24 remaining portions of this resolution.

25
26 **Section 4.** This Resolution shall take effect immediately upon
27 adoption.

28
29 **PASSED AND ADOPTED** this 13th day of September 2021.

30
31
32
33 **ATTEST:**

34 _____
35 **Missy Arocha**
36 **Village Clerk**

37 _____
38 **Karyn Cunningham**
39 **Mayor**

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

4
5
6
7

8 **John C. Dellagloria, Esq.**
9 **Village Attorney**

10
11

12 **FINAL VOTE AT ADOPTION:**

13
14
15
16
17
18
19
20
21
22

- 14 Council Member Patrick Fiore _____
- 16 Council Member Steve Cody _____
- 18 Council Member Marsha Matson _____
- 20 Vice-Mayor Leanne Tellam _____
- 22 Mayor Karyn Cunningham _____



AGENDA ITEM

12D

1 RESOLUTION NO. 2021-____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-
5 DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO
6 UPHOLD THE RECOMMENDATIONS OF THE COUNTY STAFF
7 AND DENY, AND NOT TRANSMIT THE COMPREHENSIVE
8 DEVELOPMENT MASTER PLAN (“CDMP”) APPLICATION
9 20210003; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by*
10 *Mayor Karyn Cunningham)*

11
12 **WHEREAS**, the individual municipalities within Miami-Dade
13 County and their residents are affected in every way by decisions
14 made at the County level; and

15
16 **WHEREAS**, County-level land use decisions affect quality-of-life,
17 the nature of our shared metropolitan landscape, and the allocation of
18 limited infrastructure resources; and

19
20 **WHEREAS**, urban sprawl has major negative impacts on
21 residents, the environment, and the urban landscape; and

22
23 **WHEREAS**, the approval of new sprawl development on the
24 urban periphery requires the County government to dedicate tax
25 revenue from existing communities to fund the new infrastructure to
26 meet minimum level of service capacity for these new developments,
27 redirecting critical County resources away from already developed
28 areas and communities; and

29
30 **WHEREAS**, County’s municipalities have an urgent need for
31 additional resources to address existing transit, water management,
32 and other vital infrastructure; and

33
34 **WHEREAS**, the County’s municipalities benefit from the
35 existence of our strong local agricultural economy which provides fresh
36 food and jobs, promotes sustainable consumption, and improves
37 quality of life for all residents; and

1 **WHEREAS**, the County possesses a unique topography,
2 characterized by an elevated central ridge, surrounded on the east and
3 west by low-lying and flood prone open space; and
4

5 **WHEREAS**, the unique topographical landscape magnifies the
6 risks and impacts of unconstrained urban sprawl development; and
7

8 **WHEREAS**, in recognition of the environmental and economic
9 harm caused by suburban sprawl, and the County's distinctive
10 topographical landscape, the County established an Urban
11 Development Boundary in 1983 beyond which dense urban
12 development is not permitted; and
13

14 **WHEREAS**, the Miami-Dade County Commission is currently
15 considering an application to its Comprehensive Development Master
16 Plan (CDMP) which would expand the Miami-Dade County Urban
17 Development Boundary (UDB) to include 793-acres of farmland
18 adjacent to the Homestead Air Reserve Base, and redesignate this
19 parcel from agriculture to 'special district' on the Future Land Use Map;
20 and
21

22 **WHEREAS**, the application would also amend the
23 Comprehensive Development Master Plan, to exempt non-residential
24 development from existing CDMP elements that discourage
25 development in coastal areas at risk of storm flooding and sea level
26 rise; and
27

28 **WHEREAS**, the County's recent Urban Expansion Area report
29 identifies sufficient industrially zoned land within the UDB to
30 accommodate new development through 2040 and beyond; and
31

32 **WHEREAS**, County staff noted major inconsistencies between
33 this proposed project and the County's goals and the requirements
34 outlined in the CDMP, and have recommended that the County "Deny
35 and Do Not Transmit" the application to the state; and
36

37 **WHEREAS**, the application (1) is inconsistent with elements of
38 the CDMP that require concurrency and consistency in the level of
39 service for new developments, and (2) would require major new

1 infrastructure investments by the County, diverting already insufficient
2 County infrastructure funding from our existing municipalities; and
3

4 **WHEREAS**, the application does not meet criteria in Ch. 163 F.S.
5 regarding urban sprawl and would undermine infill development and
6 efforts to improve transportation services within the urban core; and
7

8 **WHEREAS**, the application would take over 750 acres
9 designated as "farmland of Unique importance" out of production,
10 could increase flooding on surrounding parcels, and is inconsistent
11 with elements of the CDMP regarding preservation and protection of
12 agriculture and agricultural lands; and
13

14 **WHEREAS**, the application area is located squarely within the
15 Coastal High Hazard Area, would divert disaster resilience and flood
16 protection resources away from existing developments, and would
17 result in the paving-over of low-lying open space necessary for flood-
18 resilience; and
19

20 **WHEREAS**, the County could more effectively support the
21 interests of its municipalities by facilitating the redevelopment of
22 existing industrially zoned parcels within the UDB.
23

24 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
25 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
26 **FLORIDA, THAT:**
27

28 **Section 1.** The Village of Palmetto Bay finds that the above
29 recitals are true and valid reasons to deny urban expansion and
30 development in the County's remaining farmlands, near coastal
31 wetlands, and in Coastal High Hazard Areas.
32

33 **Section 2.** The Village Urges the Miami Dade County Board of
34 County Commissioners to uphold the recommendations of County staff
35 and deny and not transmit the CDMP amendment application
36 CDMP20210003.
37

38 **Section 3.** The Village Clerk is directed to send copies of this
39 Resolution to each member of the Miami-Dade Board of County
40 Commissioners and to the Mayor of Miami-Dade County.

1 **Section 4.** If any section clause, sentence, or phrase of this
2 resolution is for any reason held invalid or unconstitutional by a court
3 of competent jurisdiction, the holding shall not affect the validity of the
4 remaining portions of this resolution.

5
6 **Section 5.** This resolution shall take effect immediately upon
7 adoption.

8
9 **PASSED AND ADOPTED** this 13th day of September 2021.

10
11
12 **ATTEST:** _____
13 **Missy Arocha** **Karyn Cunningham**
14 **Village Clerk** **Mayor**

15
16 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
17 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
18 **FLORIDA ONLY:**

19
20 _____
21 **John C. Dellagloria, Esq.**
22 **Village Attorney**

23
24
25 **FINAL VOTE AT ADOPTION:**

26
27 Council Member Patrick Fiore _____

28
29 Council Member Steve Cody _____

30
31 Council Member Marsha Matson _____

32
33 Vice-Mayor Leanne Tellam _____

34
35 Mayor Karyn Cunningham _____

36



AGENDA ITEM

14A

1 RESOLUTION NO. 2021-__
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING ANY
5 ACTION BY THE BOARD OF COUNTY COMMISSIONERS TO
6 PREEMPT MUNICIPAL ZONING THROUGH THE EXPANSION OF
7 THE CURRENT RAPID TRANSIT ZONE (RTZ) AND/OR URBAN
8 DEVELOPMENT BOUNDRY (UDB); REQUESTING THE COUNTY
9 TO POSTPONE ANY ACTION IN ORDER TO ALLOW FOR MORE
10 PUBLIC INPUT AND FOR THE SCHEDULING OF PUBLIC
11 MEETINGS IN THE VILLAGE OF PALMETTO BAY WITH COUNTY
12 STAFF AND COUNTY COMMISSIONERS; REQUESTING A
13 "CARVE-OUT" OF THE VILLAGE OF PALMETTO BAY MUNICIPAL
14 BOUNDRIES FROM ANY RTZ/UDB ORDINANCES; AND
15 PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn
16 Cunningham)*
17

18 WHEREAS, the Board of County Commissioners has held
19 numerous Sunshine Meetings between District Commissioners
20 discussing a draft ordinance for the expansion of the Rapid Transit
21 Zone (RTZ); and
22

23 WHEREAS, the effect of this proposed ordinance would preempt
24 the Village of Palmetto Bay's Zoning Ordinances; and
25

26 WHEREAS, such preemption would destroy the residential
27 character of the Village by creating a County controlled area from South
28 Dixie Highway east and potentially expanding up to one mile into the
29 residential areas of the Village; and
30

31 WHEREAS, the implementation of the current RTZ draft
32 ordinance would be incompatible with the zoning rights, prerogatives,
33 and home rule powers, outlined in the Village Charter to exercise local
34 development control; and
35

36 WHEREAS, the implementation of the current RTZ draft
37 ordinance would result in tax revenue being diverted to the County to
38 fund sub-zones established by the County proposal, impacting the
39 Village's financial stability; and
40

41 **WHEREAS**, Board of County Commissioners District 8
42 Commissioner has expressed her opposition to preempting municipal
43 “home rule” over their municipal zoning and is committed to working
44 with the Village of Palmetto Bay to protect the residential homes and
45 fabric of our commercial area and residential community.

46
47 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
48 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
49 **FLORIDA, AS FOLLOWS:**

50
51 **Section 1.** The above recitals are incorporated as if set forth in
52 full.

53
54 **Section 2.** The Mayor and Village Council strongly oppose the
55 expansion of the Rapid Transit Zone and Urban Development
56 Boundaries, which would preempt the powers and rights of the Village
57 to control local zoning and would adversely affect the tax revenue of the
58 Village.

59
60 **Section 3.** To fully advise the public of the ramifications and
61 effects that would result by the County’s passage of a Rapid Transit
62 Zone or Urban Development Boundary amending Ordinance, the
63 County is requested to schedule a series of public workshops to allow
64 for citizen input regarding this wide-reaching measure.

65
66 **Section 4.** The Village shall continue to work with our District 8
67 Commissioner to request a “carve out” for the Village of Palmetto Bay
68 municipal boundaries, to remove the Village from the effects of any
69 potential changes to the Rapid Transit Zone or Urban Development
70 Boundaries adopted by the County.

71
72 **Section 5.** The Village Clerk is directed to send a certified copy of
73 this Resolution to all Board members of the County Commission and
74 the Mayors of all Villages and Cities in the County that would be
75 affected by the passage of an expanded Rapid Transit Zone and/or
76 Urban Development Boundary.

77
78 **Section 6.** This Resolution shall take effect upon adoption.
79
80



AGENDA ITEM

14B

1 RESOLUTION NO. 2021-__

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, UNEQUIVOCALLY
5 OPPOSING THE RECENT ACTION OF THE BOARD OF COUNTY
6 COMMISSIONERS WHICH IS PROPOSING THE CREATION OF A
7 RAPID TRANSIT ZONE (RTZ) THAT WILL USURP THE ZONING
8 SOVEREIGNTY OF THE VILLAGE AND OTHER MUNICIPALITIES IN
9 THE COUNTY AND REQUESTING THE COUNTY TO IMMEDIATELY
10 TERMINATE ALL ACTIONS REGARDING THE PLAN; AND
11 PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember*
12 *Marsha Matson)*

13
14 WHEREAS, the Board of County Commissioners is considering
15 the creation of a Rapid Transit Zone (RTZ), that will usurp the
16 sovereignty of the Village; and

17
18 WHEREAS, the effect of this action would be to destroy the
19 residential character of the Village by creating a County controlled area
20 from South Dixie Highway east to potentially expanding one mile into
21 the residential areas of the Village; and

22
23 WHEREAS, these actions would be incompatible with the zoning
24 rights, prerogatives, and home rule powers of the Village to exercise
25 local development control; and

26
27 WHEREAS, in addition, the implementation of the RTZ would
28 result in tax revenue being diverted to the County to fund sub-zones
29 established by the County proposal.

30
31 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND
32 VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,
33 FLORIDA, AS FOLLOWS:

34
35 Section 1. The above recitals are incorporated as if set forth in
36 full.

37
38 Section 2. The Mayor and Council unequivocally oppose the
39 creation of the RTZ which would usurp the powers and rights of the

40 Village to control local zoning and would adversely affect the tax
41 revenue of the Village.

42

43 **Section 3.** The Mayor and Council urge the County Board of
44 Commissioners to immediately terminate all actions to implement the
45 RTZ Zoning proposal.

46

47 **Section 4.** The Village Clerk is directed to send a certified copy of
48 this Resolution to all Board members of the County Commission, and all
49 elected officials of all Villages and Cities in the County.

50

51 **Section 5.** This Resolution shall take effect upon adoption.

52

53 **PASSED AND ADOPTED** this 13th day of September, 2021.

54

55 ATTEST:

56

57

58 _____
59 **Missy Arocha**
60 **Village Clerk**

58 _____
59 **Karyn Cunningham**
60 **Mayor**

61

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

64

65

66 _____
67 **John C. Dellagloria, Esq.**
68 **Village Attorney**

69

70 **FINAL VOTE AT ADOPTION:**

71

72 Council Member Patrick Fiore _____

73

74 Council Member Steve Cody _____

75

76 Council Member Marsha Matson _____

77

78 Vice-Mayor Leanne Tellam _____

79

80 Mayor Karyn Cunningham _____



AGENDA ITEM

14C

1 RESOLUTION NO. 2021-__

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE
5 EXECUTION OF AN INTERLOCAL AGREEMENT WITH MIAMI-
6 DADE COUNTY, PURSUANT TO SECTION 164.1057, FLORIDA
7 STATUTES, TO RESOLVE THE FLORIDA GOVERNMENTAL
8 CONFLICT ACTION FILED BY THE VILLAGE CONTESTING THE
9 CONSTRUCTION OF THE SW 87TH AVENUE BRIDGE,
10 CONDITIONED ON THE BOARD OF COUNTY COMMISSIONERS'
11 APPROVAL OF THE AGREEMENT; AND PROVIDING AN
12 EFFECTIVE DATE. *(Sponsored by Village Attorney John C.*
13 *Dellagloria, Esq.)*
14

15 WHEREAS, on February 2, 2021, the Board of County
16 Commissioners adopted a Resolution which authorized the County
17 Mayor to take all actions necessary to construct a bridge that would
18 extend SW 87th Avenue from SW 164th St to SW 163rd Terrace; and
19

20 WHEREAS, through the passage of Resolution 2021-18, the
21 Village took action pursuant to Chapter 164, Section 164.1052, Florida
22 Statutes, initiating the "Florida Governmental Conflict Resolution Act"
23 procedures, objecting to the construction prior to instituting litigation
24 against the County; and
25

26 WHEREAS, after months of mediation with the County, the terms
27 of an agreement to resolve the conflict has been memorialized in the
28 attached Interlocal Agreement.
29

30 NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND
31 VILLAGE COUNCIL AS FOLLOWS:
32

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

35 Section 2. The Village Manager and Village Attorney are
36 authorized to execute the attached Interlocal Agreement to resolve the
37 conflict and dismiss the dispute resolution action filed against the
38 County, on the condition that the Board of County Commissioners
39 approve the Interlocal Agreement as written.
40

41 **Section 3.** Village Resolution 2021-29, which instituted the
42 Florida Governmental Conflict Resolution action against the Miami-
43 Dade County's Transportation Planning Organization will be rescinded
44 upon the approval by the Board of County Commissioners of the
45 attached Interlocal Agreement as written.

46
47 **Section 4.** This Resolution shall take effect on the condition that
48 the Board of County Commissioners' approval of the attached Interlocal
49 Agreement as written.

50
51 **PASSED AND ADOPTED** this 13th day of September 2021.

52
53
54 **ATTEST:** _____
55 **Missy Arocha** **Karyn Cunningham**
56 **Village Clerk** **Mayor**

57
58
59 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
60 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
61 **FLORIDA ONLY:**

62
63
64 _____
65 **John C. Dellagloria, Esq.**
66 **Village Attorney**

67
68
69 **FINAL VOTE AT ADOPTION:**
70
71 Council Member Patrick Fiore _____
72
73 Council Member Steve Cody _____
74
75 Council Member Marsha Matson _____
76
77 Vice-Mayor Leanne Tellam _____
78
79 Mayor Karyn Cunningham _____



AGENDA ITEM

14D

**Party Membership Agreement
To The Florida Green Finance Authority**

WHEREAS, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the Village of Palmetto Bay (the “Village”) desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the Village of Palmetto Bay.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the Village of Palmetto Bay.
2. The Florida Green Finance Authority, together with its member Parties, and the Village of Palmetto Bay, with the intent to be bound thereto, hereby agree that the Village of Palmetto Bay shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.
3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the Village of Palmetto Bay, as the same may be more specifically designated by the Village of Palmetto Bay or amended from time to time.
4. The Village of Palmetto Bay designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

Village of Palmetto Bay:	Nick Marano, Village Manager 9705 E. Hibiscus Street Palmetto Bay, FL 33157
--------------------------	---

With a copy to:	John Dellagloria, Village Attorney 1111 Brickell Avenue, Suite 2200 Miami, FL 33131
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5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the Village of Palmetto Bay, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Party Membership Agreement may occur with 90 days written notice, and at the end of the 90-day period, this Party Membership Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 90-day period shall be permitted to be completed.

7. All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Interlocal Agreement. If there is a conflict between the terms of this Party Membership Agreement and the Interlocal Agreement, the terms of this Party Membership Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers on the dates set forth below.

ATTEST: **Florida Green Finance Authority**, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

By: _____
Authority Attorney

ATTEST:
its

Village of Palmetto Bay, through
Village Council

Missy Arocha, Village Clerk
Clerk of the Village Council of the
Village of Palmetto Bay

By: _____
Chair

____ day of _____, 2021.

{SEAL}

Approved as to form and legal sufficiency

By: _____
John Dellagloria, Village Attorney
1111 Brickell Avenue, Suite 2200
Miami, FL 33131



AGENDA ITEM

14E



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

Handwritten signature of Nick Marano in blue ink.

Re: Renewal of Interlocal Agreement
Relating to Canal Maintenance

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Administration)

BACKGROUND AND ANALYSIS:

On October 17, 1995, the Board adopted Ordinance 95-195, amending Section 24-61.2 of the Code of Miami-Dade County, Stormwater Utility Ordinance, thereby granting municipalities the option of obtaining an exemption from the Utility and in turn creating a local stormwater utility.

On July 11, 2005 via Resolution No. 2005-50, the Village of Palmetto Bay exercised its option to be exempt from provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes. The Village of Palmetto Bay entered an Interlocal Agreement with Miami-Dade County for Stormwater Management for a period of five (5) years. Under this Agreement (attachment A) the Village shall maintain, and repair shared stormwater systems located within the limits of the drainage service areas in accordance with the Agreement and the Village's stormwater management plan. The Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County for Stormwater Management is for a period of five (5) years. The Agreement is renewable every five - years and the attached Agreement will replace the current five-year Agreement which expires on September 30, 2021.

The intent of Miami-Dade County Stormwater Utility and the Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the maintenance of shared stormwater systems by the Village of Palmetto Bay and Miami-Dade Stormwater Utility. There are three canals within the boundaries for the Village of

Palmetto Bay: SW Maral Estates, the Bel-Aire Section, and the SW 160th Street Ditch. The only canal currently maintained by the County in the Village of Palmetto Bay is the SW 160th Street Ditch (map, attachment C), which is entirely within the Village of Palmetto Bay.

RECOMMENDATION:

Village administration is requesting authorization to execute the five - year Interlocal Agreement with Miami-Dade County Stormwater Utility for Stormwater management under the terms and conditions of the new Agreement commencing October 1, 2021 to September 30, 2026.

FISCAL IMPACT:

The annual estimated maintenance cost of the canal will not exceed eight thousand dollars (\$8,000.00) and the five - year estimated maintenance cost of the canal is forty thousand dollars (\$40,000.00) (attachment B).

Attachments:

- A. Five (5) Year Interlocal Agreement
- B. Canal Maintenance Estimated Cost
- C. Canal and Drainage Maps

1 **WHEREAS**, the intent of Miami-Dade County Stormwater Utility
2 and the Village of Palmetto Bay, through this Agreement, is to establish
3 relationships and responsibilities for the maintenance of shared
4 stormwater systems by the Village of Palmetto Bay and Miami-Dade
5 Stormwater Utility; and

6
7 **WHEREAS**, there are three canals within the boundaries for the
8 Village of Palmetto Bay: SW Maral Estates, the Bel-Aire Section, and
9 the SW 160th Street Ditch; and

10
11 **WHEREAS**, the only canal currently maintained by the County in
12 the Village of Palmetto Bay is the SW 160th Street Ditch, which is
13 entirely within the Village of Palmetto Bay; and

14
15 **WHEREAS**, the annual estimated maintenance cost of the canal
16 will not exceed eight thousand dollars (\$8,000.00) and the five year
17 estimated maintenance cost of the canal is forty thousand dollars
18 (\$40,000.00); and

19
20 **WHEREAS**, Village administration is requesting authorization to
21 execute the five year Interlocal Agreement with Miami-Dade County
22 Stormwater Utility for Stormwater management under the terms and
23 conditions of the new Agreement commencing October 1, 2021 to
24 September 30, 2026.

25
26 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
27 **OF PALMETTO BAY, FLORIDA, THAT:**

28
29
30 **Section 1.** The Village Manager is authorized to enter in a five-
31 year Agreement with Miami-Dade County Stormwater Utility for
32 Stormwater Management (Canal Maintenance).

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34 **Section 2.** This Resolution shall become effective upon the date
35 of its adoption.

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38 **PASSED AND ADOPTED this 13th day of September 2021.**
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ATTEST: _____
Missy Arocha
Village Clerk

Karyn Cunningham
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 _____

MIAMI-DADE COUNTY, FLORIDA



**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

**THE VILLAGE OF PALMETTO BAY
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136



**FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE VILLAGE OF PALMETTO BAY (VILLAGE)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY"], and the VILLAGE of PALMETTO BAY, a Florida Municipal Corporation, through its governing body, the PALMETTO BAY VILLAGE Council of the VILLAGE of PALMETTO BAY, Florida [hereinafter sometimes referred to as "VILLAGE"], is entered into as follows:

WITNESSETH

WHEREAS, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the VILLAGE, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the VILLAGE and the UTILITY; and

WHEREAS, the UTILITY and the VILLAGE recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the VILLAGE want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the VILLAGE enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the VILLAGE to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the VILLAGE and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

VILLAGE Stormwater Utility Budget shall mean the VILLAGE's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the VILLAGE's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the VILLAGE or the UTILITY to which both the VILLAGE and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the VILLAGE shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the VILLAGE based on the VILLAGE's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the VILLAGE in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the VILLAGE.

Operating Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the VILLAGE or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the VILLAGE and by the UTILITY to serve as the representative of each for the purposes of exchanging communications

and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The VILLAGE AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The VILLAGE shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the VILLAGE's stormwater management plan. The VILLAGE shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the VILLAGE's boundary by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The VILLAGE's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system are depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2021 and ending on September 30, 2026, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V VILLAGE AND UTILITY RESPONSIBILITIES

A. Upon the request of either the VILLAGE or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The VILLAGE and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2021-2022, and after approval of the Agreement, the costs allocable to the VILLAGE and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The VILLAGE may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the VILLAGE shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the VILLAGE are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the VILLAGE may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the VILLAGE, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the VILLAGE are to be made within 30 days. In the event of an overpayment by the VILLAGE, the UTILITY shall reimburse the VILLAGE within 30 days after verification of the overpayment by the UTILITY.

F. The VILLAGE and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The VILLAGE and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The VILLAGE and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the VILLAGE within 48 hours prior to commencing work in the VILLAGE. The UTILITY contact for maintenance activities will be the Division Director of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

**ARTICLE VI
COMPENSATION/CONSIDERATION**

A. It is the intent and understanding of the parties that this Agreement is solely for the VILLAGE and the UTILITY. No person or entity other than the VILLAGE or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**ARTICLE VII
DEFAULT**

VILLAGE Event of Default

Without limitation, the failure by the VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "VILLAGE event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a VILLAGE event of default has occurred, the UTILITY shall provide written notice of such default to the VILLAGE and allow the VILLAGE a thirty (30) calendar day period to rectify the "VILLAGE event of default".

In the event that the UTILITY determines that the VILLAGE event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the VILLAGE are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The VILLAGE shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the VILLAGE determines that a UTILITY event of default has occurred, the VILLAGE shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the VILLAGE determines that the UTILITY event of default has not been rectified, the VILLAGE shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the VILLAGE.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

ARTICLE VIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the VILLAGE agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

**ARTICLE XII
REPRESENTATION OF VILLAGE**

The VILLAGE represents that this Agreement has been duly authorized, executed and delivered by the VILLAGE Council of the VILLAGE of PALMETTO BAY, as the governing body of the VILLAGE and it has the required power and authority to perform this Agreement and has granted the VILLAGE Manager or the VILLAGE Manager's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII
REPRESENTATION OF UTILITY**

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIV
WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

**ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**ARTICLE XVI
INDEPENDENT CONTRACTOR**

The VILLAGE shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. VILLAGE shall have control of the work performed in accordance with the terms of this Agreement and of all

persons performing the same, and VILLAGE shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the VILLAGE. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the VILLAGE.

ARTICLE XVII INDEMNIFICATION

The VILLAGE shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY 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 VILLAGE or its employees, agents, servants, partners, principals or subcontractors. VILLAGE 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 UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the VILLAGE arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the VILLAGE.

The UTILITY does hereby agree to indemnify and hold harmless the VILLAGE to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or any unrelated third party.

ATTACHMENT "B"

CANAL MAINTENANCE ESTIMATED COSTS (FY 2021/22 to 2025/26)
Village of Palmetto Bay

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Villages's Cost at Selected Level of Service (0 cycles) \$0
Line Item 1

Culvert Cleaning - Below Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycle) \$0
Line Item 2

Mechanical Harvesting

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total						\$0

Village's Cost at Selected Level of Service (0 cycles) \$0
Line Item 3

Herbicide Treatment (submersed, bank and emergent areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$1,300	\$2,600	\$3,900	\$5,200	100	\$5,200
sub-total	\$1,300	\$2,600	\$3,900	\$5,200		\$5,200

Village's Cost at Selected Level of Service (4 cycles) \$5,200
Line Item 4

Mowing - Flat

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0
Line Item 5

ATTACHMENT "B"

**CANAL MAINTENANCE ESTIMATED COSTS (FY 2021/22 to 2025/26)
Village of Palmetto Bay**

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 6

* Obstruction Removal / Emergency Repair / Preventative Mitigation - Contingency

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$1,400	\$2,800	\$4,200	\$5,600	100	\$2,800
sub-total	\$1,400	\$2,800	\$4,200	\$5,600		\$2,800

Village's Cost at Selected Level of Service (2 cycles) \$2,800

Line Item 7

ANNUALLY SCHEDULED TASKS (Line Item #1 through #6)	\$5,200
UNSCHEDULED TASKS / CONTINGENCY (Line Item #7)	\$2,800
PALMETTO BAY ANNUAL MAXIMUM COST (Line Item #1 through #7)	\$8,000
PALMETTO BAY 5-YEAR MAXIMUM COST	\$40,000

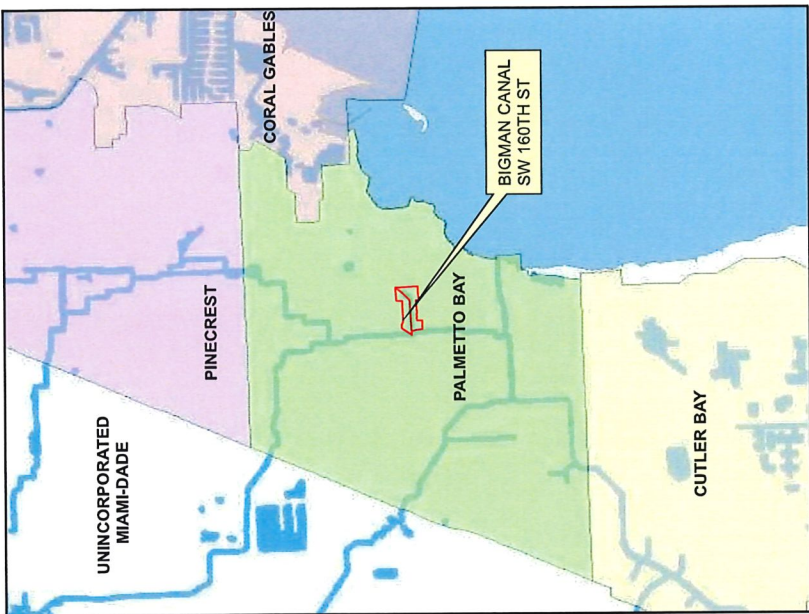
NOTES:

- Includes two cycles of obstruction / debris removal to be performed annually at the request of the Village's Public Works Director. Requires Village and County staff approval prior to performance of task.

Costs based on the previous 4 years' invoices and cost projections



**VILLAGE OF PALMETTO BAY
CANALS AND DRAINAGE AREAS**



KEY MAP

Legend

- DRAINAGE AREAS
- PALMETTO BAY
- PINECREST
- CORAL GABLES
- UNINCORPORATED MIAMI-DADE
- CUTLER BAY



AGENDA ITEM

14F

40 **Section 3.** Monies may be placed in this fund from the General
41 Fund, Reserve Funds, Grants, General or Special Obligation Bonds, or
42 any other lawful source of funding.

43
44 **Section 4.** This Resolution shall take effect immediately upon
45 approval.

46
47 **PASSED AND ADOPTED** this 13th day of September 2021.

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49
50
51
52 **ATTEST:**

53 _____
54 **Missy Arocha**
55 **Village Clerk**

56 _____
57 **Karyn Cunningham**
58 **Mayor**

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

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63 _____
64 **John C. Dellagloria, Esq.**
65 **Village Attorney**

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68 **FINAL VOTE AT ADOPTION:**

69
70 Council Member Patrick Fiore _____

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72 Council Member Steve Cody _____

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74 Council Member Marsha Matson _____

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76 Vice-Mayor Leanne Tellam _____

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78 Mayor Karyn Cunningham _____



AGENDA ITEM

14G

1 RESOLUTION NO. 2021-__

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC
5 COMMENT AT COUNCIL MEETINGS; RE-INSTITUTING THE
6 VILLAGE'S PAST PROCEDURE OF ALLOWING THREE MINUTES
7 FOR READING INTO THE PUBLIC RECORD THE COMMENTS
8 SENT BY RESIDENTS REGARDING THE AGENDA; AND
9 PROVIDING AN EFFECTIVE DATE. (*Sponsored by Councilmember*
10 *Marsha Matson*)

11
12 **WHEREAS**, the Citizen's Bill of Rights contained in the Charter of
13 the Village provides, in part, at Section 5 that: "The Village Council shall
14 adopt agenda procedure and schedule hearings in a manner that will
15 enhance the opportunity for public participation"; and

16
17 **WHEREAS**, there are residents of the Village who are disabled,
18 or otherwise concerned about their health considering the continuing
19 Covid-19 pandemic, and cannot or do not want to jeopardize their
20 health by attending meetings in person; and

21
22 **WHEREAS**, not all residents have either access, or the technical
23 ability, to communicate their respective positions on Village business
24 virtually; and

25
26 **WHEREAS**, allowing three minutes for each written comment to
27 be read into the record by the Village Clerk, sent by those who have
28 taken the time to express their opinion on matters they deem
29 important, is in keeping with the rights afforded in the Charter of the
30 Village.

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

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

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Section 2. That three minutes shall be allowed for each written comment received at Village Council meetings to be read into the record by the Village Clerk.

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

PASSED AND ADOPTED this 13th day of September, 2021.

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

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

John 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

14H



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

*OK
to MM*

Re: Accepting State Appropriation for Sub-Basin 61 Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO GRANTS; ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND (\$150,000) DOLLARS FOR STORMWATER IMPROVEMENTS WITHIN SUB-BASIN 61; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The State of Florida's Legislature has appropriated \$150,000.00 to the Village for stormwater improvements which will significantly alleviate or eliminate flooding to the impacted area. The state annually appropriates funds to selected projects that they deem will impact the community and benefit the State. This appropriation will be used to help fund the 25% Village share of the Sub-Basin 61 Improvements projects partially funded at 75% by the Hazard Mitigation Grant Program (HMGP) under FEMA.

FISCAL IMPACT:

Budget for Project #4337-370-R		Cost Share %
Project Total	\$847,772.00	100%
HMGP Share	\$635,829.00	75%
State Appropriation	\$150,000.00	17.7%
Village Share	\$211,943.00	7.3%

Attachments:

Exhibit 1 - Project Agreement between the Florida Department of Environmental Protection (FDEP) and the Village of Palmetto Bay.

1 **Section 3.** This Resolution shall take effect immediately upon
2 its adoption.

3
4 **PASSED** and **ADOPTED** this 13th day of September, 2021.

5
6
7 Attest:

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10 _____
11 **Missy Arocha**
12 **Village Clerk**

_____ **Karyn Cunningham**
Mayor

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15 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

16
17
18 _____
19 **John C. Dellagloria, Esq.**
20 **Village Attorney**

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22
23 **FINAL VOTE AT ADOPTION:**

24
25 Council Member Patrick Fiore _____

26 Council Member Steve Cody _____

27 Council Member Marsha Matson _____

28 Vice-Mayor Leanne Tellam _____

29 Mayor Karyn Cunningham _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **Palmetto Bay Sub-basin 61 Construction** Agreement Number: **LPA0202**

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

Grantee Name: **Village of Palmetto Bay** Entity Type: **Local Government**

Grantee Address: **9705 E. Hibiscus Street, Palmetto Bay, FL 33157** FEID: **05-0541068** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2026**

4. Project Number: _____ Project Location(s): **Miami-Dade County**
(If different from Agreement Number)

Project Description: **The Grantee will construct the Palmetto Bay Sub-basin 61 Construction project to alleviate continued flooding and improve stormwater treatment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$150,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA Line Item 1607A, FY 21-22, GR	\$150,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$150,000.00

6. Department's Grant Manager Name: **Michael Barr** Grantee's Grant Manager Name: **Djenepha 'Jenny' Polynice-Hall**
or successor or successor

Address: **3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000** Address: **9705 E. Hibiscus Street
Palmetto Bay, FL 33157**

Phone: **850-245-2947** Phone: **305-259-1277**

Email: **Michael.Barr@FloridaDEP.gov** Email: **dhall@palmettobay-fl.gov**

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

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Village of Palmetto Bay **GRANTEE**

Grantee Name

By _____ Date Signed
(Authorized Signature)

Nicholas Marano, Village Manager

Print Name and Title of Person Signing

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

By _____ Date Signed
Secretary or Designee

Trina Vielhauer, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Michael Barr, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0202**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Palmetto Bay Sub-basin 61 Construction. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and end as the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Palmetto Bay Sub-basin 61 Construction

PROJECT LOCATION: The Project will be located in the Village of Palmetto Bay within Miami-Dade County; Lat/Long (25.626105, -80.31878 and 25.624018, -80.3208). See Figure 1 for a location map.

PROJECT BACKGROUND: Impassible roadway(s) due to flooding in Sub-Basin 61 areas, generally located at SW 156th Street, SW 160th Street, and SW 77th Court, have reduced accessibility to community lifeline services such as food, water, medical service, or transportation. The negative impact of standing water can also lead to unsanitary conditions and presence of unwanted animals like mosquitoes. Hydrologic calculations for this sub-basin confirmed the existing drainage infrastructure does not discharge adequate runoff to meet the desired performance criteria. This project will reduce flooding hazards and prevent weakening of roadways from standing waters.

PROJECT DESCRIPTION: The Village of Palmetto Bay (Grantee) will construct the Palmetto Bay Sub-basin 61 Construction project to alleviate continued flooding and improve stormwater treatment. These improvements include recommended drainage improvements to clean and flush all sediment and debris from existing catch basins, pipes, outfalls, and adjust catch basin elevations and locations to minimize accumulation of sediment and debris. Existing catch basins will be modified or reconstructed as needed to provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench. Outfall improvements will be performed as needed. Construction includes additional catch basins, manholes, culverts, stormwater pipe, and an exfiltration trench to interconnect the catch basins. Adding street trees in community swales and installing permeable surfaces will also provide a more porous and natural landscape close to the stormwater runoff drains.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the Palmetto Bay Sub-basin 61 Construction project in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$150,000	07/01/2021	12/31/2025
Total:			\$150,000		

Figure 1. Location Map



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	General Appropriations, Line Item 1607A	2021 - 2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	140047
State Program B					
	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$150,000
-------------	-----------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0202
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



AGENDA ITEM

141

40 **WHEREAS**, to ensure an environment that is conducive to
41 learning, class size is limited to 20 participants and all participants shall
42 be expected to attend all classes in order to be eligible for graduation
43 from this program; and
44

45 **WHEREAS**, at the conclusion of the program, participants will be
46 honored with a graduation ceremony at the Village of Palmetto Bay and
47 will receive a Certificate of Completion; and
48

49 **WHEREAS**, the number and frequency of sessions for the
50 Citizen's Academy is as follows:
51

52 A. In honor to showcase the 2021 Municipal Florida City
53 Government Week which is celebrated nationally during the
54 week of October 18-24, the Citizens Academy shall begin
55 the week of October 18, 2021, and will meet monthly for a
56 total of ten (10) months (excluding December).
57

58 B. Each session will include instruction, conversations,
59 observations, and hands-on activities, exposing participants
60 to the variety of Village services that are provided to
61 residents.
62

63 C. A maximum of two (2) absences is permitted in order to be
64 eligible for a Certificate of Completion from the program.
65

66 **WHEREAS**, the curriculum and program for the Citizen's
67 Academy is as follows:
68

69 Session 1: Introduction of Class, Village Council, Village Charter
70 Officers, & Department Directors, including program overview and
71 expectations. Introduction of local and state government (City
72 Government 101: Village History and Organization)
73

74 Session 2: Knowing the Right: Public Records Requests,
75 Sunshine Laws, purpose of Advisory Boards and Committee, and
76 Running for Elected Office.
77

78 Session 3: Dollars & Sense: Budget and Funding (i.e.,
79 revenues/expenditures).

80 **Session 4:** Developing and Maintaining the Community:
81 Community and Economic Development (topics covered – planning,
82 zoning, building, permitting) and business applications.

83
84 **Session 5:** Building and Maintaining the Village: Public Works,
85 Public Services, and Construction.

86
87 **Session 6:** Keeping Citizens Safe: Policing Services and safety
88 programs.

89
90 **Session 7:** Something for Everyone: Age-Friendly Palmetto Bay,
91 Parks and Recreation, Special Events, and Programs.

92
93 **Session 8:** Staying Connected with the Village: Communications,
94 Grants, and Human Resources.

95
96 **Session 9:** Village Council Simulation Preparation Class – mock
97 meeting

98
99 **Session 10:** Graduation Ceremony

100
101 **WHEREAS,** each session shall run approximately two hours each
102 on dates to be determined by the Village.

103
104 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
105 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
106 **FLORIDA, AS FOLLOWS:**

107
108 **Section 1.** That the above recitals are incorporated as if set forth
109 in full.

110
111 **Section 2.** The Village Council hereby supports and approves
112 the first Annual Citizen’s Academy, program, and curriculum for fiscal
113 year 2021-2022.

114
115 **Section 2.** The Village Manger is authorized to expend up to
116 \$1,000 for refreshments, supplies, and materials to cover the expenses
117 related to the Citizen’s Academy.



REGISTRATION FORM FOR

MAYOR'S CITIZENS ACADEMY FY 2021-22

Please print the following information.

All participants will be considered on a first come first-serve basis and must be a resident or business owner of the Village.

To participate, all applicants are required to execute a registration form intended to provide the background of each individual participating in the Citizen's Academy. To ensure an environment that is conducive to learning, class size is limited to 20 people. Participants are expected to attend all classes. A maximum of two (2) absences is permitted, in order to be eligible for graduation from this program. Each session is approximately 1-2 hours.

At the conclusion of the program, participants are honored with a graduation ceremony at a Village of Palmetto Bay meeting and will receive recognition, including a certificate of completion of the Citizen's Academy program.

Participants will meet Elected Officials, Department Directors, and other Village staff for unique and informative sessions, all while gaining a better understanding of Village government operations.

PERSONAL INFORMATION

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____

Email address: _____

Preferred Method of Contact: _____

EDUCATION

School: _____

Degree(s): _____ Year Graduated: _____

OCCUPATION

Occupation: _____

Employer: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DISCLAIMERS: (A) Pursuant to Florida Statutes Chapter 119, the Public Records act, all municipal records are open for personal inspection and copying by any person. All registration forms may be subject to public disclosure upon request unless certain information is exempt from public disclosure and is therefore deemed confidential. As provided by s. 119.071, Florida Statutes, the home addresses and telephone numbers of certain occupational groups is exempt from public disclosure (i.e., active or former: Law Enforcement Personnel, Correctional/Probation Officers, Judges, Code Enforcement Officers, Guardians Ad Litem, Human Resource Personnel, State Prosecutors, et. Al., For a complete listing of occupational groups who qualify for exemption, please contact the Village Clerk.

(B) All participants of the Mayor's Citizens Academy **ARE NOT** subject to the requirements of Florida Statutes Chapter 286 of the sunshine law.

THANK YOU FOR YOUR INTEREST IN THE FIRST ANNUAL MAYOR'S CITIZENS ACADEMY FOR FISCAL YEAR 2021-2022. IN AN EFFORT TO LEARN MORE ABOUT YOU, PLEASE RESPOND TO THE ENTIRE APPLICATION/QUESTIONNAIRE.

QUESTIONNAIRE:

1. Is your home address and contact information exempt from public disclosure pursuant to s. 119.071, Florida Statutes? **YES** ____ **NO** ____

2. How did you learn of the academy? _____

3. Have you ever served on any Advisory Board or Committee for the Village? If yes, please list the name of the group in which you served on.

4. What prompted your interest in joining the Mayor's Citizens Academy and what are you hoping to learn or gain from this program?

5. Will you commit to attend all sessions? A maximum of two (2) absences is permitted.

REQUIREMENTS/REGULATIONS:

- Attend and participant in each session while arriving on time. A maximum of two (2) absences is permitted.
- Participant may not be on an active Village Advisory Board, Committee, or Task Force.
- Participant may not be a registered and/or qualified candidate for Village of Palmetto Bay elected office for fiscal year 2021-2022.
- Interact with classmates and officials, participate in activities, and have fun!

CERTIFICATION: I have read and understand Resolution 2021-___ relating to the curriculum and program of the Mayor's Citizens Academy for Fiscal Year 2021-22 and agree to abide by the rules set forth in this registration form.

Signature

Date

Printed Name

PHOTO/MARKETING RELEASE: Photos, videotape, and information of participants obtained during this program may be used by the Village in marketing efforts for the future. I understand that photos used of me will be used by the Village and I hereby give consent.

Signature

Date

Printed Name

REQUIRED ATTACHMENTS:

1. **Proof of Village of Palmetto Bay residency** (must be a resident of the Village, or be employed within the Village, or own a property or business within the Village)

Please return the completed and signed registration form to:

Village Clerk
 Village of Palmetto Bay Municipal Center
 9705 East Hibiscus Street, Palmetto Bay, FL 33157
 Telephone: (305) 259-1234
 Email: clerk@palmettobay-fl.gov



AGENDA ITEM

14J



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

*Del
for NM*

Re: Median Beautification Project:
SR5/US1 from 157th Street to 168th
Street

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PLANT PROFESSIONALS, INC. TO CONSTRUCT A MEDIAN BEAUTIFICATION PROJECT AT SR5/US1 FROM 157TH STREET TO 168TH STREET PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2021-11-013; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITHIN THE AMOUNT OF \$246,953.31; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Village accepted a grant (G0N93) from the State Department of Transportation Reso# 2016-75. The grant's scope is to beautify the medians along US1 from 157th Street through 168th Street with attractive landscaping welcoming visitors and residents in the area with lush, beautiful landscaping created by landscape architects with native Florida species and approved by our own Tree Committee.

FISCAL IMPACT:

The Grantor portion:	\$ 100,000.00
Village portion:	\$ 151,808.00 (Capital Improvements)
Total Investment is:	\$ 251,808.00

Attachments:

- A. Recommendation, Tabulation and Score Sheets
- B. RFP# 2021-11-013 (Median Beautification Project: SR5/US1 from 157th Street to 168th Street)
- C. Proposal – Plant Professionals
- D. Proposal – VisualScape
- E. Proposal - Arazoza Brothers, Inc.
- F. Proposal - SFM Services, Inc.



AGENDA ITEM

14K



To: Honorable Mayor and Village Council

Date: September 13, 2021

From: Nick Marano, Village Manager

Re: Local Mitigation Strategy Adoption

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) FOR THE NEXT FIVE YEARS (5) (2021-2026) IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS TO ENSURE COMPLIANCE WITH FEDERAL STANDARDS AND GUARANTEE THE VILLAGE'S CONTINUOUS ELIGIBILITY TO RECEIVE LMS FUNDING; PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

As a participant in the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS), it requires the Village to adopt a Local Mitigation Strategy (LMS) in order to comply with the federal standards and guarantee the Village's eligibility or within the program. In addition, the State of Florida requires local governments to adopt an LMS every five years to be eligible to receive funding under various grant programs. Because Miami-Dade County created an LMS with input from local municipalities, it will act as the Village's Floodplain Management Plan.

RECOMMENDATION:

Administration recommends the approval for the adopted LMS as the Village's Floodplain Management Plan.

FISCAL IMPACT:

None.

Attachments:

- A. Miami-Dade County Local Mitigation Strategy Whole Community Hazard Migration Part I: The Strategy

1 **WHEREAS**, Miami-Dade County, with input from all participating
2 municipalities in the County, has prepared a Multi-Hazard Local
3 Mitigation Strategy ("LMS"), as amended, that will act as the Village's
4 Floodplain Management Plan; and

5
6 **WHEREAS**, to be eligible to apply for and/or receive LMS funds,
7 payments and reimbursement under the hazard mitigation grant
8 programs including Hazard Mitigation Grant Program (HMGP), Business
9 Resilient Infrastructure and Communities (BRIC), Flood Mitigation
10 Assistance Program (FMA), and the Community Development Block
11 Grant - Mitigation Grant Program (CDBG-MIT), the Village must adopt
12 the Miami-Dade County LMS; and

13
14 **WHEREAS**, it is in the best interest of the health, safety and welfare
15 of the Village to adopt the Miami-Dade County Local Mitigation Strategy
16 to ensure compliance with Federal standards and guarantee the Village's
17 continuous eligibility to receive LMS funding, as the programs funded are
18 designed to reduce or eliminate the long-term risks to human life and
19 property from hazards faced by our community, while enhancing public
20 safety, reducing risks of damage to public infrastructure, and economic
21 loss.

22
23 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF**
24 **PALMETTO BAY, FLORIDA, THAT:**

25
26 **Section 1. Recitals.** The above recitals are confirmed, adopted,
27 and incorporated herein and made a part hereof by this reference as of
28 fully set forth herein.

29
30 **Section 2. Effective Date.** The Village of Palmetto Bay, Florida
31 hereby adopts the Miami-Dade County Local Mitigation Strategy Plan
32 (LMS) for the next five (5) years (2021-2026).

33
34 **Section 3.** This Resolution shall take effect immediately upon
35 approval.

36
37 **PASSED and ADOPTED** this 13th day of September 2021.
38
39
40

1 Attest: _____
2 **Missy Arocha** **Karyn Cunningham**
3 **Village Clerk** **Mayor**

4
5 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
6 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**
7 **ONLY:**

8
9
10 _____
11 **John Dellagloria, Esq.**
12 **Village Attorney**

13
14 **FINAL VOTE AT ADOPTION:**

- 15
16 Council Member Patrick Fiore _____
17
18 Council Member Steve Cody _____
19
20 Council Member Marsha Matson _____
21
22 Vice Mayor Leanne Tellam _____
23
24 Mayor Karyn Cunningham _____