



## 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.

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### AGENDA

#### SPECIAL VILLAGE COUNCIL MEETING

#### THURSDAY, SEPTEMBER 23, 2021 – 7:00 PM

Village Hall Chambers, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157  
(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**
3. **RESOLUTION WITH PUBLIC COMMENT**
  - A. 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 87<sup>TH</sup> 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.*)

#### **4. NEXT MEETING AND ADJOURNMENT**

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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.

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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.

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**PUBLIC NOTICE:**  
INSTRUCTIONS  
FOR  
PUBLIC PARTICIPATION



## VILLAGE OF PALMETTO BAY NOTICE OF HYBRID SPECIAL COUNCIL MEETING

**NOTICE IS HEREBY GIVEN** that on **Thursday, September 23, 2021, at 7:00 p.m.** the Village of Palmetto Bay shall conduct a Hybrid Special Council Meeting at Village Hall Municipal Center, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. The purpose of the meeting is to discuss and take action on the following Resolution with public comment:

- 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 87<sup>TH</sup> 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.)*

This meeting will be conducted using a teleconferencing platform and broadcast live. **Members of the public may attend the meeting physically in-person and/or watch the virtual meeting via the Village's official Facebook page and/or our Granicus web stream on [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov).**

**PLEASE NOTE** that pursuant to the Village of Palmetto Bay's Declaration of COVID-19 Virus State of Emergency Order No. 2020-11, all Village Advisory Boards, Committees, Task Forces, Charter Officers, and staff shall continue to meet virtually. Commencing December 1, 2020, a minimum of three members such as the Mayor and Village Council shall be present to maintain a quorum at meetings requiring legislative actions. This Emergency Order allows any Councilmember who believes they are at high risk to not be required to be physically present in the Village Chambers but shall be permitted to participate virtually and vote provided they remain physically present in Village Hall, including waiving all applicable requirements in the Village Charter, Code of Ordinances, Resolutions, or other Village policy that may require the physical presence at any public meeting. All virtual meetings shall otherwise continue to comply with the Florida Constitution, Florida's Government in the Sunshine Law, and Chapter 286, Florida Statutes.

**For persons wishing to participate virtually and provide public comment, please refer to the options listed below:**

**Public comments forum (Option 1):** Prior to the meeting, the public can submit a web form available at this address: <https://www.palmettobay-fl.gov/FormCenter/Public-Comments-Form-10/Public-Comments-Form-52>. **Form submissions received prior to the meeting will be read before the item is heard. Form submissions received after 6:00 p.m. will remain part of the record.**

**Public comments forum (Option 2):** Public attendees wishing to provide real-time, audible public comments during the meeting may do so using GoToWebinar's desktop, laptop, tablet, or smartphone app. Once registered, attendees will receive GTW session information and call-in telephone numbers for those wishing to use a telephone. Telephone attendees may not participate in public comment as the system has no way to mute or unmute. Attendees wishing to speak during public comment time must use the GoToWebinar application on their desktop, laptop, or smart device. Attendees may not use a webcam whatsoever. In lieu of no availability to participate through the webinar, please submit your public comment using the web form as described above.

**Please register to attend the session as follows:**

**<https://attendee.gotowebinar.com/register/7462467199322931469>**

**After registering, you will receive a confirmation email containing information about joining the webinar.**

Any meeting may be opened and/or continued, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than twelve (12) hours prior to the proceedings. If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

**Missy Arocha**  
**Village Clerk**

**[www.palmettobay-fl.gov](http://www.palmettobay-fl.gov)**



## **AGENDA ITEM**

# **3A**

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 87<sup>TH</sup> 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 87<sup>th</sup> Avenue from SW 164<sup>th</sup> St to SW 163<sup>rd</sup> 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 23rd day of September 2021.

52  
53  
54 **ATTEST:**

55 \_\_\_\_\_  
56 **Missy Arocha**  
57 **Village Clerk**

58 \_\_\_\_\_  
59 **Karyn Cunningham**  
60 **Mayor**

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

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 \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN THE VILLAGE OF PALMETTO BAY  
AND MIAMI-DADE COUNTY**

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_ 20\_\_, by and between the VILLAGE OF PALMETTO BAY, FL, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County". The Village and County collectively referred to herein as "Parties."

**WITNESSETH**

**WHEREAS**, on February 2, 2021, the Miami-Dade County Board of County Commissioners (the "Board") adopted Resolution No. R-88-21 (the "County Resolution"), which directed the County Mayor to take all actions necessary to construct a bridge that would extend SW 87th Avenue from SW 164th Street to SW 163rd Terrace crossing over the Cutler Drain Canal C-100 (the "87<sup>th</sup> Avenue Bridge Project"); and

**WHEREAS**, the County Resolution also identified \$3,100,000.00 in already budgeted and unencumbered road impact fee funds from the fiscal year 2020-2021 Countywide General Fund Budget for the design and construction of the bridge project; and

**WHEREAS**, the County Resolution further directed the County Mayor, should additional funds be necessary, to identify and appropriate, in accordance with section 2-1796 of the Code of Miami-Dade County, Florida, any legally available funds from the fiscal year 2020-2021 County Budget for the bridge project, and to include the implementation of said bridge project, as necessary, in the Mayor's Proposed Budget for



fiscal year 2021-2022; and

**WHEREAS**, on February 8, 2021, the Mayor and the Village of Palmetto Bay Council adopted Resolution No. 2021-18 (the “Village Resolution”), initiating the conflict resolution proceedings regarding the SW 87<sup>th</sup> Avenue Bridge Project against Miami-Dade County pursuant to Chapter 164 of the Florida Statutes; and

**WHEREAS**, on March 18, 2021, the Transportation Planning Organization (“TPO”) adopted Resolution # 08-2021 (the “TPO Resolution”), which amended the Long Range Transportation Plan and Fiscal Year 2021 Transportation Improvement Program to include the SW 87<sup>th</sup> Avenue Bridge Project over the Canal C-100; and

**WHEREAS**, on March 22, 2021, the Mayor and the Village of Palmetto Bay Council adopted Resolution No. 2021-29 (the “Village Resolution regarding TPO”), initiating the conflict resolution proceedings regarding the SW 87<sup>th</sup> Avenue Bridge Project against the TPO pursuant to Chapter 164 of the Florida Statutes; and

**WHEREAS**, the Parties wish to amicably resolve the disputes between them regarding the SW 87<sup>th</sup> Avenue Bridge Project and have agreed to the following terms which shall fully resolve the Chapter 164 conflict resolution proceedings between the Village and the County and the Village and the TPO pertaining to the SW 87<sup>th</sup> Avenue Bridge Project,

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, the Parties agree:

1. **RECITALS:** The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.
2. **EFFECTIVE DATE:** This Agreement shall become effective on the effective date of

the resolution of the Board of County Commissioners approving this Agreement.

**3. COUNTY OBLIGATIONS:**

- a. The County agrees to conduct a pre-construction traffic study prior to the completion of construction of the 87<sup>th</sup> Avenue Bridge Project. The pre-construction traffic study will be conducted during a time frame to be agreed upon between the County and the Village. The County and the Village will fund the pre-construction study equally between the two parties. The estimated cost of this study is \$50,000.00. The County and the Village will each contribute \$25,000.00 towards the pre-construction traffic study. The expenditure of funds above the \$25,000.00 for the pre-construction traffic study by either the County or the Village will require approval by the County's and Village's respective governing boards. The Parties agree that the scope of the pre-construction traffic study shall follow the applicable local, state, and federal engineering guidelines and standards. The Parties will jointly prepare the scope of the pre-construction traffic study prior to commencement of the study.
- b. The County agrees to commence a post-construction traffic study within six (6) months of the completion of construction of the 87<sup>th</sup> Avenue Bridge Project. The County and the Village will fund the post-construction study equally between the two parties. The estimated cost of this study is \$50,000.00. The County and the Village will each contribute \$25,000.00 towards the post-construction traffic study. The expenditure of funds above the \$25,000.00 for the post-construction traffic study by either the County or the Village will require approval by the County's and Village's respective governing boards. The Parties agree that the scope of the

post-construction traffic study shall follow the applicable local, state, and federal engineering guidelines and standards. The Parties will jointly prepare the scope of the post-construction traffic study prior to commencement of the study.

- c. As part of the post-construction traffic study, the County agrees to analyze the below enumerated traffic flow modifications. The County will analyze whether the enumerated modifications are appropriate according to applicable traffic engineering standards. If the post-construction traffic study supports implementation of the below listed measures pursuant to applicable local, state, and federal engineering guidelines and standards, including the Manual on Uniform Traffic Control Devices, the County will implement them subject to funding eligibility, availability, and any necessary approvals from the Board of County Commissioners. If the post-construction traffic study supports the implementation of the traffic circles referenced below and such traffic circles meet the eligibility for road impact fee ("RIF") funds and subject to funding availability, the Department of Transportation and Public Works will submit the necessary recommendations to seek approval of the use of RIF funds for the construction of such traffic circles. Alternatively, and so long as the post-construction traffic study supports the implementation of the traffic circles referenced below, the County will apply to the Florida Department of Transportation for County Incentives Grant Program funds to apply towards the construction of such traffic circles.

- i. Traffic circles at SW 87th Avenue at the following intersections: SW 152nd Street and SW 144th Street.
- ii. "No left turn" sign on northbound SW 82<sup>nd</sup> Avenue at SW 139<sup>th</sup> Terrace,

effective 6:00 A.M. through 10:00 A.M.

- iii. “No right turn” signs on eastbound SW 136<sup>th</sup> Street at SW 84<sup>th</sup> Avenue, SW 83<sup>rd</sup> Court, SW 83<sup>rd</sup> Avenue, and SW 82<sup>nd</sup> Court, effective 4:00 P.M. through 7:00 P.M.
  - iv. “No right turn” signs on northbound SW 87th Avenue at the following intersections: 163rd Terrace, 162nd Street, 161st Terrace, 159th Street, 155th Terrace, 147th Terrace, 147th Street, 146th Street, 142nd Street, and 141st Street, effective 6:00 A.M. through 10:00 A.M.
- d. The County agrees that it will consider in good faith, and implement as appropriate, any additional requests from the Village for traffic calming, safety, or mitigation features deemed warranted by the findings of the post-construction traffic study. The implementation of any such additional measures shall be subject to any necessary approval procedures, including the approval of any necessary funding.
- e. Miami-Dade County Department of Transportation and Public Works (DTPW) representatives will present at Village Hall at a mutually agreeable time and date to provide information on the 87<sup>th</sup> Avenue Bridge project. The presentation will address the following topics: Project Overview, Design Geometric Constraints, Conceptual Design and Typical Section, plans for the pre- and post-construction traffic studies identified above, and Project Schedule. This meeting will be open to the public and questions regarding the presentation will be entertained by the DTPW representatives.
- f. The County agrees to include the Village Manager as of 1 of 3 members of the Aesthetics Working Group which will review and make determination regarding the

design of the 87<sup>th</sup> Avenue Bridge.

- g. Within 30 days of the effective date of the resolution of the Board of County Commissioners approving the revisions to the guidelines for interlocal agreements with municipalities for traffic calming devices, the County will provide the Village with an interlocal agreement incorporating the revised guidelines, as approved by the Board, for traffic calming devices within the Village.
- h. The County will expedite the implementation of the Advanced Traffic Management System traffic light synchronization within the Village with completion targeted for mid-2023.
- i. The County will post signage to notify the community of each public participation meeting relating to the construction of the bridge and place such signage at a reasonable number of intersections to be identified in coordination with the Village.

**4. VILLAGE OBLIGATIONS:**

- a. The Village hereby acknowledges that the conflict resolution proceedings initiated against the County pertaining to the 87<sup>th</sup> Avenue Bridge Project have been fully resolved, completed, and terminated with prejudice upon the effective date of this Agreement. The Village hereby waives any and all rights to any claims or demands pertaining to the County Resolution whether or not raised in its February 8, 2021 letter or in the Village Resolution.
- b. The Village hereby acknowledges that the conflict resolution proceedings initiated against the TPO pertaining to the 87<sup>th</sup> Avenue Bridge Project have been fully resolved, completed, and terminated with prejudice upon the effective date of this Agreement. The Village hereby waives any and all rights to any claims or

demands pertaining to the TPO Resolution whether or not raised in its March 22, 2021 letter or in the Village Resolution regarding the TPO. Within 3 days of the effective date of this Agreement, the Village shall notice the TPO in writing that upon the effective date of this Agreement, the conflict resolution proceedings against the TPO have been terminated with prejudice.

5. The County and the Village are negotiating a separate agreement to authorize the Village, subject to certain conditions being met, to modify the speed limit in specific enumerated locations from 30 miles per hour to 25 miles per hour.
6. **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.
7. **SEVERANCE:** In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.
8. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original

signatures.

**Intentionally Left Blank**

**IN WITNESS WHEREOF**, the Parties hereto set their hands and official seals the day and year first above written.

ATTEST:  
HARVEY RUVIN  
CLERK OF THE BOARD

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Mayor or County Mayor's Designee

Approved by County Attorney  
as to form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

ATTEST:

VILLAGE OF PALMETTO BAY, a municipal  
corporation of the State of Florida

BY: \_\_\_\_\_  
Missy Arocha, City Clerk

BY: \_\_\_\_\_  
Karyn Cunningham, Mayor

(Affix City Seal)

Approved by Village Attorney  
as to form and legal sufficiency:

\_\_\_\_\_  
John C. Dellagloria, Village Attorney