



VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor John DuBois
Council Member Patrick Fiore (Seat 1)
Council Member David Singer (Seat 2)
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt
Village Attorney John C. Dellagloria
Acting Village Clerk Melissa Dodge

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

VIRTUAL REGULAR VILLAGE COUNCIL MEETING

MONDAY, JULY 13, 2020 – 7:00 PM

(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**
3. **APPROVAL OF MINUTES**
 - A. Virtual Regular Council Meeting (June 1, 2020)
4. **CONSENT AGENDA**
 - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; APPOINTING

MEMBERS TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY MAYOR AND THE BOARD OF COUNTY COMMISSIONERS TO DISTRIBUTE, FROM THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES), DIRECT FEDERAL FUNDS RECEIVED BY THE COUNTY TO THE VILLAGE OF PALMETTO BAY AND TO OTHER LOCAL GOVERNMENTS IN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; FURTHER DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO MAYOR AND BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 2, 2020; PROVIDING FOR SEVERABILITY AND 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, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

6. VILLAGE MANAGER'S REPORT

- Financial Audit Report
- Update on Franjo Road
- Update on COVID-19

- Village Police Commander Report

7. VILLAGE ATTORNEY'S REPORT

8. VILLAGE CLERK'S REPORT

- Calendar update

9. BOARD AND COMMITTEE REPORTS

- A. Charter Revision Commission Meeting (May 20, 2020)
- B. Charter Revision Commission Meeting (June 11, 2020)
- C. Education Advisory Board Meeting (June 3, 2019)
- D. Education Advisory Board Meeting (October 7, 2019)
- E. Parks & Rec. and Community Outreach Committee (February 19, 2020)

10. RESOLUTIONS WITH PUBLIC COMMENTS SUBMITTED

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE CHARTER POSITION OF VILLAGE MANAGER; OFFERING AN EMPLOYMENT AGREEMENT TO MICHEAL RENSHAW AND FOR HIS SUBSEQUENT APPOINTMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*
- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING AN EXTENSION OF THE EMPLOYMENT AGREEMENT OF GREGORY TRUITT, INTERIM VILLAGE MANAGER UNTIL AUGUST 31, 2020; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE INTERIM VILLAGE MANAGER TO REVIEW THE OBSERVATIONS IN THE 2018-2019 FISCAL YEAR AUDIT AS REPORTED BY THE AUDITING FIRM MBAF AND TO ESTABLISH FINANCIAL CONTROLS TO IMPLEMENT THE CORRECTIVE RECOMMENDATIONS MADE BY THE AUDITORS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE POTENTIAL PURCHASE OF THE 22 ACRES FOREST SITUATED EAST OF OLD CUTLER ROAD AND NORTH OF EUREKA DRIVE; DIRECTING THE INTERIM VILLAGE MANAGER TO COORDINATE AND OBTAIN APPRAISALS FOR THE PROPERTY; DIRECTING THE VILLAGE MANAGER TO RE-START NEGOTIATIONS WITH THE COUNTY ENVIRONMENTALLY ENDANGERED LANDS PROGRAM

AND INVESTIGATE THE POSSIBILITY OF PROTECTING OUR SENSITIVE PINE ROCKLAND / FOREST AREA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE EDUCATION ADVISORY BOARD; REQUESTING BUDGETARY SUPPORT FOR THE UPGRADE TO THE MIAMI PALMETTO SENIOR HIGH SCHOOL (MPSHS) FOOTBALL FIELD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*
- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*
- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GOLF CART RULES; DIRECTING THE INTERIM VILLAGE MANAGER TO STUDY AND PROVIDE GUIDANCE ON REVIEWING THE EXISTING RULES; DIRECTING THE INTERIM VILLAGE MANAGER TO PROVIDE FOR THE POSSIBILITY OF RECIPROCITY WITH CUTLER BAY ON REGISTRATION; DIRECTING THE INTERIM VILLAGE MANAGER AMEND AND UPGRADE REGISTRATION PROCEDURES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*
- H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PALMETTO BAY STREET IMPROVEMENTS: EXTENDING PARK DRIVE BETWEEN SW 175TH TERRACE AND SW 174TH STREET; PROVIDING SEVENTEEN (17) NEW PARK-ING SPACES ALONG SW 174TH STREET; ESTABLISHING A COMPLETE STREET NETWORK FOR BUSINESSES AND RESIDENTIAL USES ALONG PARK DRIVE; AUTHORIZING AN AGREEMENT BETWEEN ATLANTIC RESIDENTIAL LLC AND THE VILLGE OF PALMETTO BAY TO ESTABLISH IM-PROVEMENTS TO PUBLIC STREETS IN EXCHANGE FOR A TEMPORARY PARKING AREA IN THE SKATE PAVILION AND PARKING LOT AND TO IMPROVE THE SKATE PAVIL-ION AT PALMETTO BAY PARK AND CONSTRUCT THE STREET IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*
- I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING AN AMENDED

PUBLIC RECORD REQUEST POLICY; RESCINDING RESOLUTION 2017-20; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq., and Co-Sponsored by Administration)*

- J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PER SECTION 218.391 FLORIDA STATUTES, FOR THE PURPOSE OF ASSISTING THE VILLAGE COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

11. RESOLUTIONS REQUIRING PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING ORDINANCE NUMBER 2019-21; WHICH ADOPTED THE VILLAGE'S BUDGET FOR THE 2019-2020 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS SUBMITTED

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; ESTABLISHING OCTOBER 1, 2020 AS THE EFFECTIVE DATE OF THE NEW STORMWATER FEE AMOUNT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VACATION RENTALS; PROVIDING FOR DEFINITIONS; CERTIFICATE OF USE; RENTAL STANDARDS; DUTIES OF RESPONSIBLE PARTIES; ADVERTISING; PARKING; INSPECTIONS; SAFETY REQUIREMENTS AND ENFORCEMENT; REPEALING ORDINANCE

2019-05 AND ORDINANCE 2019-11; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois and Councilmember Marsha Matson)*

- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE OF PALMETTO BAY'S CODE OF ORDINANCES ENTITLED "ENVIRONMENT", BY AMENDING SECTION 15-2 STYLED "BIRD REFUGE"; PROVIDING FOR ADDITIONAL PROTECTIONS UNDER THE FEDERAL MIGRATORY BIRD TREATY ACT; PROVIDING FOR ADDITIONAL INFORMATION AND REQUIREMENTS REGARDING MUSCOVY DUCKS, AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Co-Sponsored by Councilmember Marsha Matson)*

- D. AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES, ENTITLED "ENVIRONMENT"; AT ARTICLE IV STYLED "WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT"; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

- E. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FLORIDA POWER AND LIGHT (FP&L) FRANCHISE FEE AGREEMENT; AMENDING ORDINANCE NO. 2019-22; REDUCING THE CURRENT FPL FRANCHISE AGREEMENT FROM 3.5% TO 2.75%; DIRECTING THE INTERIM VILLAGE MANAGER TO PROVIDE THE AMOUNT REVENUE THIS CHANGE WILL STILL PROVIDE TO THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

14. OTHER BUSINESS

15. COUNCIL COMMENTS

16. NEXT MEETING AND ADJOURNMENT

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

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

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.



AGENDA
ITEM NO. 3
(APPROVAL OF MINUTES)



**MINUTES
VIRTUAL REGULAR COUNCIL MEETING
MONDAY, JUNE 1, 2020 – 7:00 PM**

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

Mayor Cunningham called the meeting to order at 7:00 PM.

The following members of Council were present:

Mayor Karyn Cunningham
Vice Mayor John DuBois
Council Member Patrick Fiore
Council Member David Singer
Council Member Marsha Matson

The following members of staff were present:

Interim Village Manager Gregory Truitt
Village Attorney John C. Dellagloria
Acting Village Clerk Melissa Dodge

Interim Manager Truitt led the pledge of allegiance.

Interim Manager Truitt announced all Directors who were present virtually.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

3. APPROVAL OF MINUTES

Councilmember Matson made motion to approve the minutes of Regular Council Meeting on May 4, 2020. Seconded by Vice Mayor DuBois.

Vote: Passes (5-0) to approve the minutes of May 4, 2020.

4. CONSENT AGENDA

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

Mayor Cunningham opened public comments.

Acting Clerk Dodge read public comments submitted:

- Leslie Matus, 13941 SW 86th Court – Spoke about small communities opening up their pools with guidelines pertaining to their HOA suggestions for social distancing and if not what are the Village's or Counties rules.
- Chad Heffernan, 7490 SW 156th Street – Spoke regarding golf carts in the Village of Palmetto Bay relating to a safer and more golf cart accessible village similar to the Town of Cutler Bay.
- Helmuth Solis, 15000 SW 72 Court – Spoke regarding more access in the Village of Palmetto Bay related to golf carts.
- Ryan Rodriguez-Tellaheche, 17560 SW 88th Avenue – Spoke regarding golf cart access in the Village and a more sensible permitting process including severe penalties for unlicensed and underage drivers of golf carts.
- Michael Hyatt, 9220 SW 166th Street – Spoke regarding enhanced golf cart usage in the Village relating to access on pathways, more sensible permitting process, penalties for unlicensed and underage drivers of golf carts and access to all Village roads as a legitimate method of transportation within Palmetto Bay and Cutler Bay.
- Brian Binker, 9431 de 185 Terrace – Spoke regarding golf cart usage in the Village not just for recreational use but as a more fuel efficient or electric alternative to their cars on short trips.
- Jeremy Rodriguez, 7605 SW 173rd Street – Spoke regarding golf cart access on pathways in the Village and a more sensible permitting process; severe penalties for allowing unlicensed and underage drivers of golf carts.
- Tomas Gonzalez, 9254 SW 180 Street – Spoke regarding the current golf cart rules in the Village and provided improvement ideas to Council: Expand the current regulations to match the ones at Cutler Bay; increase golf cart accessibility and safety in Palmetto Bay; Ability to cross the bridges in Village; Golf cart access on pathways; more sensible permitting process; severe penalties for unlicensed and underage drivers of golf carts and golf cart and pedestrian bridges over Snowden's, 77th Avenue and 87th Avenue.
- Kelli Cajigas, 8120 SW 182 Street – Spoke in support of golf cart and pedestrian bridges over Snowden's, 77th Avenue, and 87th Avenue. Spoke in favor of stronger penalties for anyone that allows a minor to

operate a golf cart on public roads and fines for those operating a golf cart without proper licensing and permit.

- Eric Tullberg, 7884 SW 179 Terrace – Spoke regarding roads in the DUV having striping and marking and the connection of Park Drive with SW 175 Street requires FPL to move their poles.

Mayor Cunningham closed public comments.

6. VILLAGE MANAGER'S REPORT

Interim Manager Truitt provided Village Manager Report.

Lissette Rodriguez and Patrice Harrice provided presentation regarding Financial Audit Report.

Council posed questions to auditors regarding Financial Audit Report.

Village Attorney provided statement regarding the audit.

Council held discussion regarding Financial Audit Report.

Interim Manager Truitt provided report on Franjo Road.

Interim Manager Truitt provided update on COVID-19.

- Businesses opened with no incidents
- Palmetto Bay Park will open the parking lot.
- Library to reopen at Ludovici Park
- Independence Day July 4th Celebration is cancelled

Interim Manager Truitt stated working with Parks; ½ day Tennis Camp will open beginning June 29th from 9:00 am to 12:00 pm. Campers must bring their own water.

Interim Manager Truitt complimented the park employees with the job they're doing in the parks.

Interim Manager Truitt thanked Director Carmona for her hard work the past three months and for the Graduation Caravan held on Thursday, May 28, 2020.

Interim Manager Truitt stated that he will speak with Director Carmona regarding the opening of the Dog Park.

Lieutenant Rodriguez provided the Village Police Commander Report.

Lieutenant Rodriguez stated that curfew is in place for Miami-Dade County from 9:00 pm to 6:00 am.

Mayor Cunningham spoke that an email should be sent to businesses regarding the Miami-Dade County curfew in place.

Lieutenant Rodriguez provided information on the protests in the City of Miami with looting after sundown.

Lieutenant Rodriguez stated that enhanced patrols are out up and down US 1 corridor.

Mayor Cunningham thanked the Police Department for their efforts with recent events.

7. VILLAGE ATTORNEY'S REPORT

Attorney Dellagloria provided a statement regarding the report that he provided within the agenda.

Attorney Dellagloria spoke that a letter has been drafted for Sacyr but hasn't been sent yet due to more issue's forthcoming.

Attorney Dellagloria spoke that a deadline is coming up regarding the Luxcom claim.

Councilmember Singer questioned Attorney Dellagloria regarding the Luxcom claim.

Attorney Dellagloria provided information to Councilmember Singer.

8. VILLAGE CLERK'S REPORT

Acting Clerk Dodge provided calendar update for the month of June.

9. BOARD AND COMMITTEE REPORTS

- A. Charter Revision Commission Meeting (April 13, 2020)
- B. Charter Revision Commission Meeting (April 14, 2020)
- C. Charter Revision Commission Meeting (May 11, 2020)
- D. Charter Revision Commission Meeting (May 13, 2020)

Councilmember Singer moved to approved board and committee reports.
Councilmember Fiore seconded.

Vote: Passes (5-0) approve board and committee reports

Mayor Cunningham made a motion to move Item 12B to be heard before resolutions.

12. **ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)**

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE BORROWING OF MONEY AND THE INCURRENCE OF DEBT IN AN AMOUNT NOT TO EXCEED \$13,000,000, FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF AN OUTSTANDING LOAN PREVIOUSLY UNDERTAKEN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL BY THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AUTHORITY TO ENACT THE ORDINANCE; PROVIDING FOR AUTHORITY TO UNDERTAKE A LOAN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL FOR THE PURPOSE OF REFINANCING SAID OUTSTANDING LOAN; PROVIDING FOR AUTHORIZATION OF THE INTERIM VILLAGE MANAGER AND VILLAGE FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY IN ORDER TO REFINANCE SAID OUTSTANDING LOAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Councilmember Singer moved Item 12B. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 12B

Acting Clerk Dodge read public comment submitted:

- Eric Tullberg, 7884 SW 179 Terrace – spoke in support of Item 12B.

Mayor Cunningham called for a roll call vote for Item 12B.

Roll Call Vote: Passes (5-0)

Mayor Karyn Cunningham-Yes; Vice Mayor John DuBois-Yes; Councilmember Patrick Fiore-Yes; Councilmember David Singer-Yes; Councilmember Marsha Matson-Yes

Councilmember Matson moved to hear Item 12A and 13A out of order. Seconded by Vice Mayor DuBois.

Mayor Cunningham spoke that she doesn't support bringing budget forward but would support bringing 12A forward.

Mayor Cunningham called for vote to hear Item 12A out of order.

Vote: Passes (5-0) to hear Item 12A.

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(V) OF THE VILLAGE'S ZONING CODE; REQUIRING A NEW ZONING APPLICATION TO MAKE A PRESENTATION BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT; PROVIDING THAT A MEETING FOR THE PRESENTATION SHALL BE HELD BETWEEN TWO TO FOUR WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT NO MEETING BE SCHEDULED DURING MIAMI-DADE COUNTY PUBLIC SCHOOL SPRING, SUMMER OR WINTER BREAKS, FEDERAL HOLIDAYS, OR WHEN THE VILLAGE HAS A ZONING IN PROGRESS OR A MORATORIUM IN EFFECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKE PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR AN EXEMPTION FOR PROJECTS ONLY REQUIRING ADMINISTRATIVE APPROVAL; REPEALING RESOLUTION 2018-14, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 12A moved by Councilmember Matson. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 12A.

- Eric Tullberg, 7884 SW 179 Terrace – Spoke in favor of Item 12A.
- Bev Gerald, 14271 SW 74th Court – Spoke in favor of Item 12A.
- Graham Penn, 200 S. Biscayne Blvd., Suite 850, Miami – Spoke regarding Item 12A and provided suggestions to change some verbiage in Item 12A.

Councilmember Matson urged Council to support Item 12A.

Councilmember Singer stated would support item if Village Attorney states it's 100% legal.

Attorney Dellagloria answered Councilmember Singer and indicated it is legally supported.

Councilmember Fiore spoke in support of Item 12A.

Attorney Dellagloria stated the Village will be following model of Key Biscayne regarding virtual meeting related to quasi-judicial. We are working to have a developer and the applicant on the line so that the meeting can be quasi-judicial. The IT department and Communications are working on this issue.

Councilmember Fiore spoke regarding his concern regarding the developer having a zoom meeting as part of the workshop even if no one from the public would call in to the meeting.

Attorney Dellagloria spoke that only required having the quasi-judicial hearing in front of the Council.

Vice Mayor DuBois spoke that it could be deferred to later in the year.

Attorney Dellagloria spoke that Councilmember Matson did change the effective date of the Ordinance to September 1, 2020. If we cannot have in person meetings at that time; we can revisit.

Vice Mayor DuBois spoke that are we violating property owners who want to make a change such as a variance to put a bathroom on their house. Vice Mayor DuBois questioned what other cities have done in concern of comparable restrictions for zoning hearings by blacking out part of the calendar.

Councilmember Matson stated that this only applies to greater than five units or commercial properties in excess of 6,000 square feet.

Vice Mayor DuBois questioned black out period that other cities have with respect to their zoning hearings.

Attorney Dellagloria spoke that some cities only allow for comprehensive plans come forward. Miami-Dade County, South Miami and Miami Beach I could stand corrected but other cities have schedules as to when items can be presented.

Vice Mayor DuBois stated that his issue is more related to the annual calendar and the Village is blacking out 1/3 of the year.

Councilmember Matson spoke that it doesn't amount to a considerable amount of time: winter break when Village doesn't meet; 1 month in summer when Village doesn't meet and federal holidays and spring break timeframes.

Vice Mayor DuBois spoke that he wanted to focus on the summer period.

Councilmember Matson spoke that it's approximately 6 weeks during the summer; this is to allow residents to be home to attend hearing.

Councilmember Matson stated that it's approximately when school ends in June until school starts in August.

Vice Mayor DuBois spoke that its one third of the year.

Attorney Dellagloria spoke that Councilmember Matson initially had the amount of time greater than as stated in the ordinance.

Vice Mayor DuBois spoke that he cannot support if any other city in the County that also has a three-month summer restriction on zoning items.

Councilmember Matson spoke that she reduced the amount of time based on Councilmember Singer's suggestion. She stated that it's not a fair comparison; August if out (Council doesn't meet); when school is out until the beginning of August; approximately six weeks.

Vice Mayor DuBois spoke that the Village may not have meetings in August; but people are entitled to have a zoning hearing. He stated that this is a three-month black out period regardless whether we meet in August. If other areas in the County have done this; the beginning and end is when school ends and when school begins. The definition should be when school ends and school begins.

Mayor Cunningham spoke that it's approximately the first week in June and school returns approximately the third week in August.

Councilmember Matson spoke that the school calendar for the year 20-21; August 12th is teacher planning time and ends on June 10, 2021. It will be seven weeks timeframe.

Vice Mayor DuBois spoke that he would like to have clarification if it includes when the teachers or the students return to school. Without the clarification if other cities have the summer blacked out; I cannot support this item.

Councilmember Singer spoke that if we vote on this; will August be out. If we vote on this, the whole month of August would be eliminated.

Councilmember Singer would proffer that we do it from June 15 to August 15th, perhaps to August 21st.

Councilmember Matson spoke that she would accept the suggestion, but the developer meeting that inspired this ordinance was held in August.

Councilmember Singer made a motion to strike where it states summer break to state period of June 15 to August 15. Seconded by Vice Mayor DuBois.

Mayor Cunningham called for a roll call vote on motion.

Roll Call Vote on Motion: Passes (5-0).

Mayor Karyn Cunningham: Yes; Vice Mayor John DuBois-Yes; Councilmember Patrick Fiore-Yes; Councilmember David Singer-Yes; Councilmember Marsha Matson-Yes.

Mayor Cunningham called for vote on the Ordinance as amended.

Roll Call Vote on Amended Ordinance: – Passes (5-0).

Mayor Karyn Cunningham: Yes; Vice Mayor John DuBois-Yes; Councilmember Patrick Fiore-Yes; Councilmember David Singer-Yes; Councilmember Marsha Matson-Yes

Councilmember Matson made motion to hear Item 13A out of order. Seconded by Councilmember Patrick Fiore.

Vote: Passes (4-1) with Mayor Cunningham voting against.

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS SUBMITTED

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING ORDINANCE NUMBER 2019-21; WHICH ADOPTED THE VILLAGE'S BUDGET FOR THE 2019-2020 FISCAL YEAR; AUTHORIZING THE VILLAGE INTERIM MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Councilmember Fiore moved Item 13A. Seconded by Councilmember Matson.

Acting Clerk Dodge read Item 13A.

- Eric Tullberg, 7884 SW 179 Terrace – spoke regarding if COVID-19 has increased any anticipated expenditures through September 30, 2020, especially in parks.

Interim Manager Truitt provided staff report for Item 13A.

All the members of the Council spoke in support of item 13A.

Mayor Cunningham called for a roll call vote for item 13A.

Roll Call Vote: Passes (5-0)

Mayor Karyn Cunningham-Yes; Vice Mayor John DuBois-Yes;
Councilmember Patrick Fiore-Yes; Councilmember David Singer-Yes;
Councilmember Marsha Matson-Yes

10. RESOLUTIONS WITH PUBLIC COMMENTS SUBMITTED

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPLEMENTING THAT CERTAIN ORDINANCE ENACTED ON JUNE 1, 2020, WHICH AUTHORIZED THE BORROWING OF MONEY AND THE INCURRENCE OF DEBT; AUTHORIZING A LOAN IN AN AMOUNT NOT TO EXCEED \$13,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL TO REFINANCE ALL OR A PORTION OF AN OUTSTANDING LOAN PREVIOUSLY UNDERTAKEN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL BY THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FURTHER DESCRIBED HEREIN; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT IN CONNECTION WITH FLORIDA MUNICIPAL LOAN COUNCIL REFUNDING REVENUE BONDS, SERIES 2020A (VILLAGE OF PALMETTO BAY SERIES); PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.
(Sponsored by Administration)

Vice Mayor DuBois moved Item 10A; Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 10A.

Acting Clerk Dodge read public comment received:

- Eric Tullberg, 7884 SW 179 Terrace – Spoke in support of Item 10A.

Interim Village Manager provided staff report for Item 10A.

No questions were posed by Council.

Vote: Passes (5-0)

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGENDA PREPARATION PROCEDURES; REPEALING RESOLUTION 2019-49; ESTABLISHING A PROCESS FOR THE PREPARATION OF AGENDAS FOR COUNCIL MEETINGS; IDENTIFYING A TIMELINE FOR THE SUBMISSION OF REQUESTS AND DOCUMENTS RELATED TO AGENDA ITEMS; ESTABLISHING TIMELINES FOR COUNCIL MEMBERS AND CHARTER OFFICERS IN THE AGENDA PROCESS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration, Village Attorney, and Village Clerk)*

Councilmember Matson moved Item 10B. Seconded by Councilmember Singer.

Acting Clerk Dodge read Item 10B.

Attorney Dellagloria provided staff report for Item 10B.

No questions posed by Council.

Vote: Passes (4-1) with Vice Mayor DuBois voting against.

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO THE AGREEMENT TO BE ENTERED INTO WITH ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE STORM DRAIN CLEANING SERVICES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO INCREASE THE CONTRACT AMOUNT BY FIFTY THOUSAND DOLLARS (\$50,000), AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Mayor Karyn Cunningham)*

Councilmember Fiore moved Item 10C. Seconded by Councilmember Singer.

Acting Clerk Dodge read Item 10C.

Mayor Cunningham provided staff report on Item 10C.

Interim Manager Truitt provided comment on Item 10C.

Councilmember Fiore spoke that no complaints in District 1, will support item 10C.

Councilmember Matson spoke in support of Item 10C.

Vice Mayor DuBois questioned Interim Manager Truitt on amount of rainfall over the weekend related to Hurricane Irma.

Vice Mayor DuBois commented on the amount of rain recently in the Village.

Mayor Cunningham spoke to correction of 4th Whereas clause to expend \$125K; a Scribner's error.

Attorney Dellagloria spoke that correction will be made in the resolution.

Vote: Passes (5-0)

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE SELECTION OF A VILLAGE MANAGER; PROVIDING FOR THE RANKING OF THE THREE FINALISTS; ESTABLISHING PROCEDURES AND A TIMELINE AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney and Village Clerk)*

Councilmember Singer moved item 10D. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 10D.

Attorney Dellagloria provided staff report for Item 10D.

Attorney Dellagloria spoke that Ms. Higginbotham provided remaining finalist to Council. Council narrowed down to three finalist. Attorney Dellagloria stated that Ms. Higginbotham indicated that due to the timeframe needed for the extensive background checks that a special Council meeting should be held on June 25, 2020. Interviews would take place on June 23, 2020 and June 24, 2020.

Attorney Dellagloria spoke that he sent an email to Council to use the same process that was used for the Village Attorney selection. Vote will be virtual; each person will be called on to provide vote to Missy Arocha (Village Clerk) and Village Attorney Dellagloria. Depending on number of votes may take one or two vote processes. Attorney Dellagloria stated that Council needs to indicate if they want virtual or in person meetings.

Vice Mayor DuBois spoke that if one candidate is out of town; it would be better to have virtual interviews.

Attorney Dellagloria spoke that if the Council desires to hold interviews earlier; he would need to speak with Ms. Higginbotham to determine amount of time needed to do deep research on the candidates.

Mayor Cunningham spoke that upon researching all the resolutions; Ms. Higginbotham indicated that her firm needed approximately two weeks to get the background checks completed.

Vice Mayor DuBois spoke in support of June 25, 2020. He suggested virtual versus in person meetings.

Councilmember Fiore spoke against Vice Mayor's suggestion on virtual meetings. He stated that two of the candidates are local and the one from George could drive instead of flying.

Councilmember Matson spoke that she would prefer in person interviews.

Mayor Cunningham spoke that her preference is in person interviews with appropriate personal protection equipment to be worn.

Vice Mayor DuBois questioned if in Ms. Higginbotham's proposal was a number budgeted for travel for a candidate.

Attorney Dellagloria spoke that the contract for Ms. Higginbotham was \$17,750 for professional services.

Councilmember Matson spoke that if money was budgeted then the Village should assist the out of state candidate for reimbursement for travel.

Mayor Cunningham spoke that it is part of the proposal package.

Mayor Cunningham called for a roll call vote on Item 10D.

Roll Call Vote: Passes (5-0)

Mayor Karyn Cunningham-Yes; Vice Mayor John DuBois-Yes; Councilmember Patrick Fiore-Yes; Councilmember David Singer-Yes; Councilmember Marsha Matson-Yes.

Attorney Dellagloria spoke that the Council vote process will be virtual and if no candidate gets three votes then the methodology will be as addressed in his email. The vote will go round by round.

Attorney Dellagloria questioned if Council will first make motions or go by tabulated votes.

Vice Mayor DuBois spoke that there are three finalists; vote on candidates remaining; lowest score then that candidate is eliminated.

Vice Mayor DuBois spoke that we should follow procedure.

11. RESOLUTIONS REQUIRING PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

- A. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-30-10 OF THE VILLAGE'S CODE OF ORDINANCES, EXTENDING FOR SIXTY (60) DAYS THE CURRENT "ZONING-IN-PROGRESS" RESOLUTION BY AMENDING THE DOWNTOWN CODE (FORMERLY KNOWN AS THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT); PROVIDING FOR A NEW DOWNTOWN ZONING CODE MAP AS PER ATTACHMENT "A"; PROVIDING FOR A MAXIMUM RESIDENTIAL DENSITY OF FIFTY-FOUR (54) RESIDENTIAL UNITS PER GROSS ACRE FOR THE ISLAND SECTOR (FORMERLY KNOWN AS THE DOWNTOWN GENERAL (DG) SECTOR); FORTY-THREE (43) RESIDENTIAL UNITS PER GROSS ACRE FOR THE EUREKA SECTOR; THIRTY-TWO (32) RESIDENTIAL UNITS PER GROSS ACRE FOR THE MAIN STREET SECTOR (FORMERLY KNOWN AS THE DOWNTOWN VILLAGE (DV) SECTOR); TWENTY-FOUR (24) RESIDENTIAL UNITS PER GROSS ACRE FOR THE NEIGHBORHOOD SECTOR (FORMERLY KNOWN AS THE NEIGHBORHOOD VILLAGE (NV) SECTOR AND THE URBAN VILLAGE (UV) SECTOR); PROVIDING FOR MAXIMUM BUILDING HEIGHTS OF FIVE (5) STORIES FOR "RESIDENTIAL ONLY", "COMMERCIAL ONLY", AND "MIXED-USE" BUILDINGS IN THE ISLAND SECTOR; FIVE (5) STORIES FOR THE EUREKA SECTOR; FOUR (4) STORIES FOR "RESIDENTIAL-ONLY" BUILDINGS AND FIVE (5) STORIES FOR "MIXED-USE" BUILDINGS FOR THE MAIN STREET SECTOR; THREE (3) STORIES FOR ALL BUILDINGS IN THE NEIGHBORHOOD SECTOR; AMENDING THE SECTOR BOUNDARIES IN THE DOWNTOWN TO CHANGE FROM DUV TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) IN THE SOUTH EASTERN PORTION OF THE (DUV) PERIMETER FROM SW 97TH AVENUE TO SW 94TH COURT IN THE WEST TO EAST DIRECTION, AND FROM THE REAR LOT LINE OF PROPERTIES FRONTING THE NORTH SIDE OF SW 181ST TERRACE TO SW 184TH STREET IN THE NORTH TO SOUTH DIRECTION, AND INCLUDING PROPERTIES FRONTING THE WEST SIDE OF SW 94TH COURT FROM SW 180TH STREET TO SW 181ST TERRACE; PROVIDING FOR AMENDING THE DOWNTOWN CODE PARKING REQUIREMENTS AS PER ATTACHEMENT "B"; AMENDING THE ZONING CODE OF ORDINANCES BY THE ADDITION OF SECTION 30-50.23.2-07 WHICH PROVIDES FOR A MAXIMUM NUMBER OF TWO THOUSAND FIVE HUNDRED (2,500) RESIDENTIAL UNITS IN THE DOWNTOWN DISTRICT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Councilmember Matson moved Item 11A. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 11A.

Mayor Cunningham opened Public Hearing. Councilmember Singer made motion to open public hearing. Seconded by Councilmember Matson.

Acting Clerk Dodge read public comments submitted.

- Eric Tullberg, 7884 SW 179 Terrace – spoke regarding the parking spaces for Theaters are inadequate.
- Bev Gerald, 14271 SW 74th Court – spoke for Council to restrict building height in the DUV area to no more than five stories and in the residential area no more than three stories.

Mayor Cunningham closed Public Hearing.

Attorney Dellagloria provided staff report for Item 11A.

Councilmember Singer provided comments that I would not vote on more apartments but on the zoning in progress; will vote for townhouses, condos and office buildings.

Councilmember Singer stated that he cannot vote for the zoning code; he stated that it has been four years and hasn't been approved. No resident wants more apartments.

Councilmember Singer will not support this item and stated will not vote for comprehensive plan.

Councilmember Matson spoke that she doesn't agree with Councilmember Singer's timetable he spoke about. Councilmember Matson also agrees to no more apartment buildings; there is a lot in the code that deals with commercial. We are not excluding residences because of property rights.

Councilmember Matson spoke in support of Item 11A.

Councilmember Fiore spoke in favor of protecting the Morningside Acres area. He spoke that he agrees with one of the president's comments that nothing should be more than five stories.

Vice Mayor DuBois stated he would like to engage in constructive debate; but this item came up after 10:00 pm tonight. Would prefer to defer item and will probably vote against it if not deferred.

Mayor Cunningham commented that we are voting on Zoning in Process; will we be able to make changes to code in the future.

Attorney Dellagloria stated that amendments can be made on the Zoning Code and the Comprehensive Plan on second reading. If the amendments are extensive it may require a third reading.

Mayor Cunningham called for a Roll Call Vote:

Roll Call Vote: Passes (3-2) with Vice Mayor DuBois and Councilmember Singer voting against.

Mayor Karyn Cunningham-Yes, Vice Mayor John DuBois-No; Councilmember Patrick Fiore-Yes; Councilmember David Singer-No; Councilmember Marsha Matson-Yes

14. OTHER BUSINESS

Attorney Dellagloria spoke to remind Council about Special Council meeting on June 2, 2020 and that the applicant stated that he would prefer to have the item continued to September 1, 2020.

Mayor Cunningham stated would like to have supporting documents for Special Council meeting on June 2, 2020.

Councilmember Matson request the supporting documents be posted as soon as possible for the public to be able to view them.

15. COUNCIL COMMENTS

Councilmember Singer read a statement into the record regarding current events related to the murder of George Floyd.

Councilmember Fiore thanked Councilmember Singer for his words.

Councilmember Fiore spoke regarding unemployment claims and stated that the state is down to about fifteen thousand paper claims to be processed. He mentioned that is anyone has an issue to please email or contact him to help them reach out to elected officials.

Councilmember Fiore spoke regarding food drive with Senator Vance Aloupis. Councilmember Fiore thanked Mayor Cunningham regarding food drive.

Councilmember Matson spoke and congratulated the graduating seniors and to say thank you to the Parks Department who arranged the graduation caravan. Councilmember Matson spoke that it was a very positive moment in this time of COVID-19.

16. NEXT MEETING AND ADJOURNMENT

Councilmember Fiore made a motion to adjourn. Seconded by Vice Mayor DuBois.

Vote: Passes (5-0)

Mayor Cunningham adjourned the meeting at 10:25 pm.

Prepared and submitted by:

Melissa Dodge, Acting Village Clerk

Approved by the Village Council on this 13th day of July 2020.

Karyn Cunningham, Mayor

PUBLIC COMMENTS SUBMITTED INTO THE RECORD

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 9:22 AM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date June 1, 2020

Meeting Type Regular Council Meeting

Name Leslie Matus

Email Address lpm1102@aol.com

Address 13941 SW 86 CT

City Palmetto Bay

State FL

Zip Code 33158

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment Please advise if small communities can open their pools with guidelines pertaining to their HOA suggestions for social distancing...if not what are the villages/counties rules...

(Section Break)

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.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 11:16 AM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 06/01/2020

Meeting Type Regular Council Meeting

Name Chad Heffernan

Email Address chadheffernan@yahoo.com

Address 7490 SW 156 Street

City Village of Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

The residents of Palmetto Bay need to have a safer and more golf cart accessible village by unilaterally adopting the ordinances set forth in Cutler Bay. If you are a resident of Cutler Bay and you register your golf cart, you get access to the Village of Palmetto Bay as well. \$60 is a lifelong permit, where Palmetto Bay is \$50 up front and \$10 per year. For that cost, we don't have the same level of access that Cutler Bay residents have. They are allowed access to Old Cutler, Old Cutler paths, and almost all streets.

Also, the biggest problem facing the safety of golf carts right now are underaged and unlicensed drivers being allowed to use golf carts on public roads. I would like to propose that the VOPB police start impounding these vehicles and fining the owners. There have been two major accidents with injuries in golf carts in Palmetto Bay and Cutler Bay, both involved underage and unlicensed drivers.

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 12:13 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 06/01/2020

Meeting Type Regular Council Meeting

Name Helmuth Solis

Email Address hsolis@beckhamsolis.com

Address 15000 SW 72 Ct

City Palmetto Bay

State FL

Zip Code 33158

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment Palmetto Bay needs to grant more access to Golf Carts, we need more roads to be accessible and along with Golf Cart and pedestrian bridges over Snowdens, 77th avenue and 87th avenue. Golf Carting is one of the benefits to living in Palmetto Bay!

(Section Break)

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.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 12:18 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 06/02/2020

Meeting Type Special Council Meeting

Name Ryan Rodriguez-Tellaheche

Email Address ryanr1174@yahoo.com

Address 17560 SW 88th Ave

City Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

I would like the following to be addressed: Golf cart access on pathways, A more sensible permitting process, Severe penalties for allowing unlicensed and underage drivers of golf carts (i.e. impounds and fines) and Golf cart and pedestrian bridges over Snowden's, 77th ave, and 87th ave.

(Section Break)

Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

Agenda Item No. *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 1:33 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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Public Comments Form

Meeting Date 06/01/2020

Meeting Type Regular Council Meeting

Name Michael Hyatt

Email Address mikehyatt001@gmail.com

Address 9220 SW 166th Street

City Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment

Respectfully requesting enhanced golf cart usage in the Village.
Golf cart access on pathways
A more sensible permitting process
allowing For penalties for unlicensed and underage drivers of golf carts
Golf cart and pedestrian bridges over Snowden's, 77th ave, and 87th ave.
Access to all Village Roads to use golf carts as a legitimate method of transportation within Palmetto BAY and Cutler Bay

(Section Break)

Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 2:20 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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Public Comments Form

Meeting Date 6-1-2020

Meeting Type Regular Council Meeting

Name Brian Binker

Email Address G8binker@gmail.com

Address 9431 de 185 ter

City Cutler Bay

State Fl

Zip Code 33157

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

I believe that golf cart use throughout the village is important for multiple reasons. Not just for recreational use but they also allow residents to use either a more fuel efficient or electric alternative to their cars on short trips. This cuts down on fossil fuel emissions and traffic since carts also take up less space than your average vehicle. Golf cart usage should be promoted and supported by creating routes that allow full access through the Village of Palmetto Bay. Pedestrian/Golf cart bridges can be built over the canals in the neighborhoods so that carts don't have to illegally drive on roads they aren't supposed to be on to be able to get to all that the village has to offer. Thank you

(Section Break)

Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 3:09 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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Public Comments Form

Meeting Date 06/01/2020

Meeting Type Regular Council Meeting

Name Jeremy Rodriguez

Email Address jrod1014@gmail.com

Address 7605 SW 173RD ST

City Palmetto Bay

State Florida

Zip Code 33157

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment

Golf cart access on pathways
A more sensible permitting process
Severe penalties for allowing unlicensed and underage drivers of golf carts (i.e. impounds and fines)
Golf cart and pedestrian bridges over Snowden's, 77th ave, and 87th ave. I do not support automobile bridges on 87/77.

(Section Break)

Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

Agenda Item No. *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 3:12 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 06/01/2020

Meeting Type Regular Council Meeting

Name Tomas Gonzalez

Email Address tgonzale@bellsouth.net

Address 9254 SW 180 ST

City Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments - Mayor and Council members
Agenda Item No. 5 - I am one of the registered owners of Golf Carts in Palmetto Bay
Requests, Petitions & Public Comment And would like you to consider some improvements to the current golf cart rules in the Village.

Expand the current regulations to match the ones at Cutler Bay
Increase golf cart accessibility and safety in Palmetto Bay.
Ability to cross the bridges in VOPB
Golf cart access on pathways
A more sensible permitting process
Severe penalties for allowing unlicensed and underage drivers of golf carts (i.e. impounds and fines)
Golf cart and pedestrian bridges over Snowden's, 77th ave, and 87th ave.

(Section Break)

Agenda Item No. *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 5:30 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 6/1/2020

Meeting Type Regular Council Meeting

Name Kelli Cajigas

Email Address 9bells@gmail.com

Address 8120 SW 182 ST

City Palmetto Bay

State FL

Zip Code 33157

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

My husband and I moved to Palmetto Bay last summer and were thrilled that golf carts are permitted here and in Cutler Bay enabling us to use our electric cart to get around locally without adding to pollution. We quickly realized that our ability to navigate to our favorite parks and restaurants is severely hampered by the restricted streets. We strongly support the addition of Golf cart and pedestrian bridges over Snowden's, 77th Ave, and 87th Ave. We also believe that there needs to be a severe penalty for anyone that allows their minor to operate a golf cart on public roads and hefty fines for those operating a golf cart without proper licensing and permit. Severe penalties for allowing unlicensed and underage drivers of golf carts (i.e. impounds and fines)

(Section Break)

Agenda Item No. *Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 2:49 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date June 01, 2020

Meeting Type Regular Council Meeting

Name Eric Tullberg

Email Address e341@bellsouth.net

Address 7884 SW 179 Tr.

City Palmetto Bay

State FL

Zip Code 33157-6213

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

I looked at the roads in the DUV a week ago. Most of them have a base course of asphalt laid down but not a wear course or striping & marking. PS Director Torres has told me most of those roads should be complete in a few months, so temporary striping of bike lanes etc. should be not be required. The connection of Park Dr. with SW 175 St. requires FPL to move their poles.

(Section Break)

Agenda Item No. 10A

Comments (type your comments in the box below) Refinancing the loan to change the payments from \$901K to \$699K each year with the same 20 year maturity date is a good deal.

Agenda Item No. 11A

Comments (type your comments in the box below)

The parking spaces for Theaters are inadequate. One parking space per 100 SF of seating area is about 1 car for every 8 seats. It is unlikely that 75% of the patrons will walk or bike to the show.

Agenda Item No.

12A

Comments (type your comments in the box below)

The developer should be allowed to put on their dog & pony show first with public questions after. The developer should be required to answer all questions before the Council hears the item.

Agenda Item No.

12B

Comments (type your comments in the box below)

As per 10A, this is a good deal.

Agenda Item No.

13A

Comments (type your comments in the box below)

Has Covid-19 increased any anticipated expenditures through 30 Sep. 20, especially in parks?

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.](#)

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 4:49 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date June 1, 2020

Meeting Type Regular Council Meeting

Name Bev Gerald

Email Address bevgerald@hotmail.com

Address 14271 SW 74th Court

City Palmetto Bay

State FL

Zip Code 33158

(Section Break)

General Public Comments - *Field not completed.*
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

(Section Break)

Agenda Item No. Resolution 11 A

Comments (type your comments in the box below)

Please consider the lowest possible height in the DUV areas. Our residents do not need to cram a large number of apartments with at least 5 floors in any of the designated areas. If any consideration is made to allow more than 5 stories, then it should only be in the island, but I feel that 5 stories are more than enough for any area. In the neighborhood area designation, please restrict to no more than 3 stories

Agenda Item No. Resolution 12 A

Comments (type your comments in the box below)

I totally agree with this resolution. Too many times we have had zoning approved during times when residents tend to be out of town (holidays) or during summer vacation. I agree with all the language in this proposed resolution.

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.

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.](#)

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, June 1, 2020 5:43 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date 6/1/2020

Meeting Type Regular Council Meeting

Name Graham Penn

Email Address gpenn@brzoninglaw.com

Address 200 S Biscayne Blvd, Suite 850

City Miami

State FL

Zip Code 33131

(Section Break)

General Public Comments - *Field not completed.*
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

(Section Break)

Agenda Item No. 12A

Comments (type your comments in the box below)

As I noted during the first reading, the draft ordinance prevents informational presentations being made during periods when the Village "has Zoning-in-Progress or a moratorium in effect."

This language should be modified to prevent an informational meeting from being held only if the proposed project itself is subject to Zoning-in-Progress or a moratorium. As currently written, the ordinance could prevent a landowner from moving forward based a moratorium or Zoning-in-Progress completely unrelated to the proposed development.

My suggested language would read as follows:

No meeting shall be scheduled during Miami-Dade County Public Schools spring, summer, or winter breaks, or federal holidays or when the Village has Zoning-in-Progress or a moratorium in effect that would prevent the application from being reviewed by the Council.

Thank you for your consideration.

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.*

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Comments (type your comments in the box below) *Field not completed.*

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RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; APPOINTING MEMBERS TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Mayor Karyn Cunningham)

WHEREAS, the Village Council of the Village of Palmetto Bay previously amended the membership appointments of the Youth Community Involvement Task Force via Resolution No. 2017-05 (copy attached as Exhibit "A"); and

WHEREAS, Resolution No. 2017-05 directs each Councilmember to appoint three students and each Charter Officer to appoint two students to serve on the Youth Community Involvement Board;

WHEREAS, the Youth Community Involvement Board shall consist of school students who reside within, are home schooled, or who attend public or private schools within the municipal limits of the Village of Palmetto Bay; and

WHEREAS, Charter Officers, known as Gregory Truitt, Village Manager and John C. Dellagloria, Esq, Village Attorney are desirous of appointing new members to the Youth Community Involvement Task Force;

WHEREAS, these students reside in the Village of Palmetto Bay and have expressed a huge interest in fostering a greater involvement of youth and teens in municipal government and community service.

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

Section 1. Interim Village Manager, Gregory Truitt appoints Minnie Ruzycki and Village Attorney, John C. Dellagloria appoints Natalie Knecht to the Palmetto Bay Youth Community Involvement Board in order to comply with the membership appointment

1 requirements.

2

3 **Section 2.** This Resolution shall take effect immediately upon
4 approval.

5

6 **PASSED** and **ADOPTED** this 13th day of July 2020.

7

8

9

10 Attest: _____

11 **Missy Arocha**
12 **Village Clerk**

Karyn Cunningham
Mayor

13

14

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

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

25

26

27 **FINAL VOTE AT ADOPTION:**

28

29 Council Member Patrick Fiore _____

30

31 Council Member David Singer _____

32

33 Council Member Marsha Matson _____

34

35 Vice-Mayor John DuBois _____

36

37 Mayor Karyn Cunningham _____

RESOLUTION NO. 2020- ____

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2
3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**
4 **VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-**
5 **DADE COUNTY MAYOR AND THE BOARD OF COUNTY COMMIS-**
6 **SIONERS TO DISTRIBUTE, FROM THE CORONAVIRUS AID, RE-**
7 **LIEF, AND ECONOMIC SECURITY ACT (CARES), DIRECT FEDERAL**
8 **FUNDS RECEIVED BY THE COUNTY TO THE VILLAGE OF PAL-**
9 **METTO BAY AND TO OTHER LOCAL GOVERNMENTS IN THE**
10 **COUNTY BASED ON POPULATION AND RATES OF COVID-19**
11 **CASES; FURTHER DIRECTING THE VILLAGE CLERK TO TRANSMIT**
12 **A COPY OF THIS RESOLUTION TO MAYOR AND BOARD OF**
13 **COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE**
14 **DATE.** *(Sponsored by Mayor Karyn Cunningham)*
15
16

17 **WHEREAS**, the Coronavirus Aid, Relief, and Economic Security
18 (“CARES”) Act was signed into law on March 27, 2020 and appropriated
19 \$150 billion of direct federal funding for state and local governments to
20 address unforeseen and immediate financial needs created by the Novel
21 Coronavirus (“COVID-19”) pandemic public health emergency; and
22

23 **WHEREAS**, states and units of local government with more than
24 500,000 residents received direct federal funding through the fund; and
25

26 **WHEREAS**, twelve (12) counties in the State of Florida (“State”)
27 received direct federal funds while no city in Florida (except the combined
28 city/county government of Jacksonville /Duval County) received direct
29 funding; and
30

31 **WHEREAS**, the CARES Act appropriated nearly half a billion dol-
32 lars (\$474,085,078.50) to Miami-Dade County (“County”), making this the
33 highest amount in direct federal funding to any eligible local government
34 in the State as indicated in the attached and incorporated list of Payments
35 to States and Eligible Units of Local Governments; and
36

37 **WHEREAS** the Village has taken unprecedented steps in response
38 to the impact of the COVID-19 pandemic on our community to include
39 hosting feeding sites that have served residents from the community; and
40

1 **WHEREAS**, the City has experienced unforeseen and significant
2 financial needs and concerns created by the COVID-19 pandemic; and
3

4 **WHEREAS**, in conversations with the Miami-Dade County League
5 of Cities, the County committed to transferring CARES Act funds to units
6 of local government within the County.
7

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

10 **Section 1.** The recitals above are incorporated as if fully set forth.
11
12

13 **Section 2.** The Mayor and Council urges Miami-Dade County
14 Mayor Carlos A. Gimenez and the Board of County Commissioners to
15 transfer CARES Act funds to the Village and to other units of local gov-
16 ernment within the County based on population and rates of COVID-19
17 cases.
18

19 **Section 3.** The Village Clerk is directed to transmit a copy of this
20 Resolution to Miami-Dade County Mayor Carlos A. Gimenez and the
21 Board of County Commissioners.
22

23 **Section 4.** This Resolution shall become effective immediately
24 upon adoption.
25

26 **PASSED AND ADOPTED** this 13th day of July 2020.
27

28 Attest:
29

30 _____
31 **Missy Arocha**
32 **Village Clerk**

_____ **Karyn Cunningham**
Mayor

33
34 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
35 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**
36
37

38 _____
39 **John C. Dellagloria, Esq.**
40 **Village Attorney**

1 **FINAL VOTE AT ADOPTION:**

2

3 Council Member Patrick Fiore _____

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5 Council Member David Singer _____

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7 Council Member Marsha Matson _____

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9 Vice-Mayor John DuBois _____

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11 Mayor Karyn Cunningham _____

RESOLUTION 2020-____

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 2, 2020; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (Sponsored by Village Attorney John Dellagloria, Esq.)

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay appointed a Charter Revision Commission pursuant to Article VI, Section 6.2 of the Charter, to review the Village Charter and to provide recommendations to the Village Council; and

WHEREAS, the Charter Revision Commission has made several recommendations for Charter Amendments; and

WHEREAS, based upon the foregoing, the Mayor and Village Council are submitting to the electorate proposed amendments to several sections of the Charter of the Village of Palmetto Bay, and

WHEREAS, in order to submit the proposed amendments to the electorate, the Council must provide ballot language, provide for copies of this charter amendment to be available for public inspection and provide for the Village Clerk to utilize the services of Miami-Dade County Supervisor of Elections.

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

Section 1. The above whereas clauses are incorporated as set forth in following:

1 **Section 2. Form of Ballot.** The form of ballot of the charter amend-
2 ments provided for in this Resolution shall be as follows:

3

4 ***CHARTER AMENDMENT NUMBER ONE***

5 **Question: Shall Candidates for Districts 1,2 and 3 be elected from**
6 **single member districts?**

7

8 **Yes** _____

9 **No** _____

10

11 **Summary: Section 2.3 of the Charter requires the Mayor, Vice Mayor**
12 **and the Council Members be elected at large. This Amendment**
13 **changes Districts 1, 2 and 3 to be single member Districts, and no**
14 **longer elected at large. The Mayor and Vice Mayor would still be**
15 **elected at large. This amendment would be effective for Districts 1**
16 **and 3 in 2022, and for District 2 in 2024.**

17

18

19 ***CHARTER AMENDMENT NUMBER 2***

20 **Question: Shall the Charter be amended requiring 65% of affected**
21 **electors approving private school expansion?**

22

23 **Yes** _____

24 **No** _____

25

26 **Summary: Section 10.1 of the Charter requires an affirmative vote**
27 **of 75% of the electors living within 2000 feet of a private school to**
28 **approve an expansion in the number of students attending the**
29 **school. This amendment would reduce the requirement to 65% of**
30 **the resident electors within 2000 feet of the school voting to ap-**
31 **prove the expansion before the Council thereafter decides to allow**
32 **the expansion.**

33

34

35 ***PROPOSED CHARTER AMENDMENT NUMBER THREE***

36 **Question: Shall “Mayor and Council” be changed to “Mayor and**
37 **Commission”?**

38

39 **Yes** _____

40 **No** _____

1 **Summary: The Village Charter and Code of Ordinances call the**
2 **elected officials “The Mayor and Council “ This amendment would**
3 **change that to “The Mayor and Commission”.**

4
5

6 ***PROPOSED AMENDMENT NUMBER FOUR***

7 **Question: Shall the Charter be amended to prevent decreasing the**
8 **boundaries of all park properties?**

9

10 **Yes** _____

11 **No** _____

12

13 **Summary: The parks in Palmetto Bay provide recreational activities**
14 **for the residents as well as being venues for Village sponsored**
15 **events. This amendment would prevent any park property being de-**
16 **creased in size preserving the existing boundaries of all parks in the**
17 **Village.**

18

19

20 ***PROPOSED AMENDMENT NUMBER FIVE***

21 **Question: Shall the Mayor and Council be allowed to make**
22 **informational inquiries of Village Employees?**

23

24 **Yes** _____

25 **No** _____

26

27 **Summary: Section 4.2(B)(1) of the Charter will be amended to read:**
28 **“ Council Members may make informational inquiries of employees,**
29 **but no Council Member shall give orders publicly or privately to**
30 **employees. Recommendations for improvements to Village**
31 **Government are made solely to and through the Manager. Council**
32 **Members may discuss with the Manager any matter of Village**
33 **business, but no Council Member shall give orders to the Manager.”**

34

35

36 ***PROPOSED AMENDMENT NUMBER SIX***

37 **Question: Shall the Charter require a 4/5 vote to buy, sell or lease**
38 **property over \$25,000?**

39

40 **Yes** _____

1 **No** _____

2
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Summary: Section 4.3(7) of the Charter allows the Council to pass an Ordinance to sell or lease Village land. This amendment would require four affirmative votes of the Council to buy, sell or lease Village land valued in excess of Twenty-Five (\$25,000) Thousand Dollars.

10 ***PROPOSED AMENDMENT NUMBER SEVEN***

11 **Question: Shall the Manager be required to post monthly reports about the state of the Village?**

13

14 **Yes** _____

15 **No** _____

16

17 **Summary: Section 3.3 of the Charter describes the powers and duties of the Manager. One responsibility is to provide reports regarding the operations of the Village and advise as to the financial conditions of the Village. This amendment will require the Manager to provide monthly reports to the Council and post them online for the public to be fully advised as to the administrative and financial status of the Village.**

24

25 **Section 3.** Charter Amendments to be Available for Public Inspection, and for the Village Clerk to utilize the services of Miami-Dade County Supervisor of Elections. The full text of the proposed Village Charter amendments are available at the office of the Village Clerk located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157. Copies of this Resolution providing the Charter amendments are on file in the office of the Village Clerk and available for public inspection during regular business hours. The Village Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

35

36 **Section 4. Providing for Inclusion in the Charter.** It is the intention of the Village Council and it is hereby Ordained that if adopted the Amendments shall become and made a part of the Charter of the Village of Palmetto Bay, Florida, as to each Charter amendment measure ap-

39

1 proved by a majority of voters on such measure in election; that the Sec-
2 tions of this Resolution may be re-numbered or re-lettered to accomplish
3 such intentions; and the word "Resolution" shall be changed to "Section"
4 or other appropriate word.

5
6 **Section 5. Providing for Adoption of Enabling Resolution.** The
7 Village Council shall enable the submittal of the proposed amendments
8 to the electorate pursuant to Section 6.03 of the Miami-Dade County
9 Charter.

10
11 **Section 6. Effective Date.** This Resolution shall become effective
12 upon adoption, and each of the Charter Amendment measures provided
13 herein shall be effective only upon approval of a majority of electors vot-
14 ing on the measure, effective upon certification of the election results.

15
16 **Section 7. Severability** If any section, clause, sentence, or phrase
17 of this Resolution is for any reason held invalid or unconstitutional by a
18 court of competent jurisdiction, the holding shall not affect the validity of
19 the remaining portions of this Resolution.

20
21 **Section 8.** This Resolution shall take effect immediately upon ap-
22 proval.

23
24 **PASSED AND ADOPTED** this 13th day of July 2020.

25
26 Attest:

27
28
29 _____
30 **Missy Arocha**
31 **Village Clerk**

Karyn Cunningham
Mayor

32
33 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
34 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**

35
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37
38 _____
39 **John C. Dellagloria, Esq.**
40 **Village Attorney**

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Contract Extension for Ins. Brokerage Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

On May 9, 2019, Palmetto Bay issued RFP No. 1819-43-013 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program. Following the Village's procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay. At the time the RFP was issued, the document indicated that the Village would contemplate a 3-year agreement with the successful proposer. However, since the Village had not had an opportunity to work with the new agent of record, a 1-year agreement was signed to better assess the service level and responsiveness of the new broker. For the past year, the broker has demonstrated to be responsive in assisting staff with employee health insurance issues and negotiate competitive rates with insurance carriers. The proposed resolution allows the Village to extend its contractual relationship with the broker for an additional period of two years at the cost of \$22,500 per year, which is the amount proposed by the broker in its response to the Village's RFP.

FISCAL IMPACT:

Brokerage representation under the existing agreement will cost \$22,500 per year. Funding is allocated annually in the Adopted budget.

ATTACHMENTS:

- A. Contract agreement between the Village of Palmetto Bay and Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors

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RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A TWO-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF \$22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, Palmetto Bay issued RFP No. 1819-43-013 on May 9, 2019 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village’s health insurance program; and,

WHEREAS, pursuant to the Village’s procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay; and

WHEREAS, the RFP indicated that the Village was considering a three-year contract with the successful proposer; and

WHEREAS, the Village entered into a one-year contract, a copy of which is attached hereto as Attachment A, which includes a provision for extensions under Article 9; and

WHEREAS, for the past year, the new agent of record for health insurance brokerage representation has demonstrated to be responsive to the Village and the Village desires to extend its contractual relationship with said company for an additional two years as provided for in the contract.

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

1 **Section 1.** The Village Council hereby approves a two-year
2 extension to the contract between the Village of Palmetto Bay and Risk
3 Management Associates, Inc. D/BA Public Risk Insurance Advisors, a
4 copy of which is included as Attachment A, at a cost of \$22,500 per year.
5

6 **Section 2:** The Village Manager is authorized to execute all
7 applicable documents, as approved by the Village Attorney, for the
8 purpose of extending said contract.
9

10 **Section 3:** This Resolution shall take effect immediately upon
11 approval.
12

13 **PASSED** and **ADOPTED** this 13th day of July 2020.
14

15 Attest:
16
17
18

19 _____
20 **Missy Arocha**
21 **Village Clerk**
22

_____ **Karyn Cunningham**
Mayor

23 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
24 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA
25 ONLY:
26
27
28

29 _____
30 **John C. Dellagloria, Esq.**
31 **Village Attorney**
32
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36
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38

1 **FINAL VOTE AT ADOPTION:**
2
3 Council Member Patrick Fiore _____
4
5 Council Member David Singer _____
6
7 Council Member Marsha Matson _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Karyn Cunningham _____

VILLAGE OF PALMETTO BAY
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of August, 2019, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Risk Management Associates, Inc. d/b/a Public Risk Insurance Advisors authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on May 9th, 2019, and

WHEREAS, Broker/Agent submitted a Proposal dated June 6th, 2019 in response to the Village's request, and

WHEREAS, the Village accepted the consortium FGHS with an annual rate of Twenty-Two Thousand Five Hundred Dollar and Zero Cents \$ 22,500.00, plus a PEPM fee to be received from the consortium.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Scope of Work and Proposal Documents prepared by the Village for Employee Benefits Agent/Broker of Record, RFP No. 1819-43-013 (Exhibit 1), Terms of Agreement were modified during contract negotiation, the prevailing terms will be set by this agreement.

(ii) Broker/Agent's Proposal for the Village of Palmetto Bay in response to Exhibit 1 and dated June 6th, 2019. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

VILLAGE OF PALMETTO BAY
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of August, 2019, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Risk Management Associates, Inc. d/b/a Public Risk Insurance Advisors authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on May 9th, 2019, and

WHEREAS, Broker/Agent submitted a Proposal dated June 6th, 2019 in response to the Village's request, and

WHEREAS, the Village accepted the consortium FGHS with an annual rate of Twenty-Two Thousand Five Hundred Dollar and Zero Cents \$ 22,500.00, plus a PEPM fee to be received from the consortium.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

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All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

A. Broker/Agent agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Broker/Agent shall furnish all the materials, software programs, supplies and labor necessary to perform the Services.

B. Broker/Agent agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1st. The Village Manager may extend this time in circumstances which are beyond the Broker/Agent's control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Broker/Agent if the Village's benefits plan year changes.

Article 3 Qualifications

A. Broker/Agent represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1. Broker/Agent assumes professional and technical responsibility for the performance of its services to be provided under this Agreement in accordance with recognized professional standards of good consulting and management practices.

B. Broker/Agent and the individual executing this Agreement on behalf of the Broker/Agent warrant to the Village that the Broker/Agent is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Broker/Agent possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Broker/Agent shall comply with all local, state and federal regulations that apply. Broker/Agent shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Broker/Agent for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2. The Village will pay 50% percent of \$ 22,500.00 or \$ 11,250.00 as down payment following execution of this agreement. The other 50% or final balance shall be made 6-months from the date of the executed contract.

Article 2 Scope of Work

A. Broker/Agent agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Broker/Agent shall furnish all the materials, software programs, supplies and labor necessary to perform the Services.

B. Broker/Agent agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1st. The Village Manager may extend this time in circumstances which are beyond the Broker/Agent's control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Broker/Agent if the Village's benefits plan year changes.

Article 3 Qualifications

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B. Broker/Agent and the individual executing this Agreement on behalf of the Broker/Agent warrant to the Village that the Broker/Agent is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Broker/Agent possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Broker/Agent shall comply with all local, state and federal regulations that apply. Broker/Agent shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Broker/Agent for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2. The Village will pay 50% percent of \$ 22,500.00 or \$ 11,250.00 as down payment following execution of this agreement. The other 50% or final balance shall be made 6-months from the date of the executed contract.

B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Human Resources Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

State Auditor General – Mandatory Disclaimers

4.1 It is understood and agreed that Broker, or Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement and will not be credited against the balance of any fee owed to Broker pursuant to this Agreement or paid to the Village.

4.2 Broker may utilize insurance intermediaries (such as wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Village's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be an Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village, but will be disclosed prior to binding coverage and if approved by the Village, the Broker will include and disclose such amounts paid in the Schedule of Insurance.

4.3 If the Village chooses to finance its premiums, Broker may assist the Village in the arrangement of such financing. Any payments or allowances paid to the Broker for arranging premium financing are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

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4.4 Broker may, in the ordinary course of business, receive and retain interest on premiums paid by the Village from the date received by Broker until the date the premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

4.5 Compensation for the Services and premium for the Lines of Insurance specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by the Village upon request.

4.6 The Village acknowledges and agrees that the Broker Service Fee is reasonable in relation to the Services to be provided by the Broker hereunder.

Article 7 Termination

A. Termination/Cancellation of Agreement without Cause

Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, except that if the Broker/Agent desires to terminate the Agreement within three months prior to the open enrollment period, ninety (90) days prior written notification shall be required from the Broker/Agent to the Village. Termination or cancellation of the agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post agreement audit of money due on Broker/Agent's performance). Termination or cancellation of the agreement will not relieve the Broker/Agent of any obligations or liabilities resulting from any acts committed by the Broker/Agent prior to the termination of the agreement.

B. Termination Because of Default

Without waiving the right to terminate without cause on as provided in Section A above, a party may issue a written notice to the other claiming that the other party is in breach of agreement and giving the other party ten (10) calendar days to cure the default. If the alleged breach of agreement is not cured, then the party serving the notice may terminate the Agreement and be excused from further performance following termination. However, termination of the Agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement.)

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Article 8 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Agreement. Additionally, the Broker/Agent agrees that in the event this Agreement is terminated for the Village's breach, the damages that Broker/Agent may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 9 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a one (1) year period or enrollment period 2019-2020. The Village has the option to renew on a yearly basis at its discretion.

Article 10 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Broker/Agent under this Agreement, audit, or cause to be audited, those books and records of Broker/Agent which are related to Broker/Agent's performance under this Agreement. Broker/Agent agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Broker/Agent's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Broker/Agent under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Broker/Agent shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 11 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Broker/Agent. The Broker/Agent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Broker/Agent authorized to use the Village's Tax Exemption Number in securing such materials.

The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

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The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 12 Indemnification

Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent 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 Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 13 Insurance

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Broker/Agent. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Broker/Agent liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent 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 Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Broker/Agent of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Broker/Agent shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Broker/Agent fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Broker/Agent shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Broker/Agent shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Broker/Agent shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Agreement until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this agreement.

Article 14 Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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Article 15 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 16 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 17 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Broker/Agent of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Broker/Agent requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Broker/Agent, whether or not similar to the act so consented to or approved.

Article 18 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

For VILLAGE:
Village of Palmetto Bay
Edward Silva, Village Manager
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: esilva@palmettobay-fl.gov

Copy to:
Village of Palmetto Bay
Olga Cadaval, Deputy Manager/Human
Resource
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: ocadaval@palmettobay-fl.gov

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Copy to:
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Olga Cadaval, Deputy Manager/Human
Resource
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: ocadaval@palmettobay-fl.gov

Article 19 Independent Broker/Agent

Broker/Agent is and shall remain an independent Broker/Agent and is not an employee or agent of the Village. Services provided by Broker/Agent shall be by employees of Broker/Agent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Broker/Agent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Broker/Agent. The rights granted to Broker/Agent hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Broker/Agents to perform services including those hereunder.

Article 20 Assignment

The Broker/Agent shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Broker/Agent shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Broker/Agent from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Broker/Agent to the Village. None of the work or services under this Agreement shall be subcontracted unless the Broker/Agent obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Broker/Agent shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 21 Prohibition Against Contingent Fees

Broker/Agent warrants that it has no employees or retained any Broker/Agent or person, other than a bona fide employee working solely for Broker/Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Broker/Agent, corporation, individual or Broker/Agent, other than a bond fide employee working solely for Broker/Agent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 22 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Broker/Agent all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

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Article 23 Conflict of Interest

Broker/Agent agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 23 Conflict of Interest

Broker/Agent agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

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Article 30 Jurisdiction and Venue

For the purposes of this agreement, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

Article 31 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 32 Permits, Licenses and Filing Fees

The Broker/Agent shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Broker/Agent's work.

Article 33 Preservation of Village Property N/A

~~The Broker/Agent shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Broker/Agent's operations, it shall be replaced or restored at the Broker/Agent's expense. The facilities shall be replaced or restored to a condition as good as when the Broker/Agent began work.~~

Article 34 Immigration Act of 1986

The Broker/Agent warrants on behalf of itself and all sub-Broker/Agents engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35 Broker/Agent Non-Discrimination

In the award of subcontracts or in performance of this work, the Broker/Agent agrees that it will not engage in, nor permit such sub-Broker/Agents as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

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Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Broker/Agents are cautioned to undertake an independent analysis of any results in the specifications, as Village does not guaranty the accuracy of its interpretation of results contained in the specifications package. In preparing its proposal, the Broker/Agent and all sub-Broker/Agents named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the scope or accurate data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Broker/Agent to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity to be construed against the Broker/Agent. An ambiguity shall be considered patent if it is of such a nature that the Broker/Agent, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Broker/Agent or sub-Broker/Agents to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Broker/Agent to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the agreement, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Broker/Agent shall immediately notify the Village in writing, and the Broker/Agent and all sub-Broker/Agents shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Broker/Agent's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

The signatories to this agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

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Article 38 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

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RFP Proposal Sheet

Village of Palmetto Bay, Florida • Employee Benefits Broker/Agent of Record • RFP No. 1819-43-013

COMPENSATION METHOD

The Village of Palmetto Bay is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

Section A. Proposed Annual Rate:

The fee stated below shall be inclusive of all labor, materials, travel, etc...

| | Annual Rate |
|--------|-------------|
| Year 1 | \$ 35,000* |
| Year 2 | \$ 35,000* |
| Year 3 | \$ 35,000* |

*In the event that the Village decides to join our FGHS consortium, we would reduce our annual fee to \$22,500. This is due to the built-in and transparent PEPM (per employee per month) fee our company receives as the broker for the consortium.

Section B. Optional Services

At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional." Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

| | Annual Flat-Rate |
|---------|------------------|
| Service | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |



Authorized Signature

Matthew Montgomery, Executive Vice President

Printed Name & Title

Risk Management Associates, Inc. dba
Public Risk Insurance Advisors

Firm's Name

6/4/2019

Date

RFP Proposal Sheet

Village of Palmetto Bay, Florida ¹³ Employee Benefits Broker/Agent of Record ¹⁴ RFP No. 1819-43-013

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| Year 3 | \$ 35,000* |

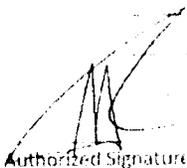
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| Service | Annual Flat-Rate |
|---------|------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |



Authorized Signature

Risk Management Associates, Inc. dba
Public Risk Insurance Advisors
Firm's Name

Matthew Montgomery, Executive Vice President
Printed Name & Title

6/4/2019
Date

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

BROKER/AGENT

Village of Palmetto Bay

Public Risk Insurance Advisors

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS
P.O. Box 2416
Daytona Beach, Florida 32115

BY [Signature]
Edward Silva

BY [Signature]
Mr. Matthew Montgomery

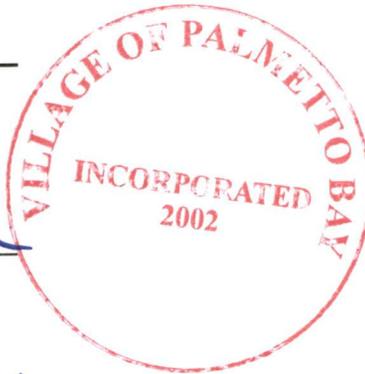
Print Name

Print Name

Village Manager
Title

Executive Vice-President
Title

ATTEST
[Signature]
Missel Arocha
Village Clerk



[Signature]
Witness

[Signature]
Print Name

APPROVED AS TO FORM BY
[Signature]
Dexter Lehtinen
Village Attorney

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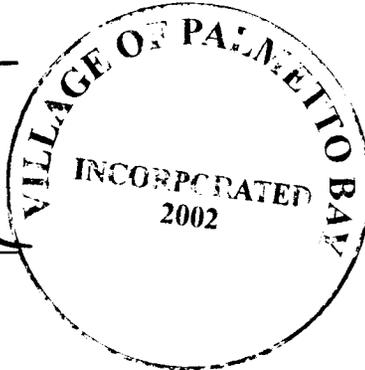
BY [Signature]
Edward Silva
Print Name

BY [Signature]
Mr. Matthew Montgomery
Print Name

Village Manager
Title

Executive Vice-President
Title

ATTEST
[Signature]
Missel Arocha
Village Clerk



[Signature]
Witness
Robin Russell
Print Name

APPROVED AS TO FORM BY
[Signature]
Dexter Lehtinen
Village Attorney



AGENDA
ITEM NO. 7
(VILLAGE ATTORNEY'S REPORT)

VILLAGE ATTORNEY REPORT
June 1, 2020 – July 6, 2020

1. WRITE WASTE SERVICE AGREEMENT
2. AMEND FARMER'S MARKET AGREEMENT
3. RE-WRITE FRANJO MEDICAL COVENANT AND PARKING AGREEMENT
4. REVIEW 2019-2020 FISCAL YEAR AUDIT
5. WRITE MANAGER SELECTION PROCEDURE MEMO
6. REVIEW AND SIGN H&R ROADWAY AGREEMENT
7. ATTEND 4 CHARTER REVIEW MEETINGS
8. ATTEND SACYR MEETINGS AND WRITE LETTER TO COUNSEL
9. RE-WRITE THALATTA PARK SEAWALL AGREEMENT
10. WRITE CHARTER AMENDMENTS 7&8
11. AMEND BIRD SANCTUARY ORDINANCE - 16 USC 703-12
12. DRAFT ENVIROWASTE RESOLUTION
13. DRAFT PEACOCK RELOCATION RESOLUTION
14. REVIEW AND AMEND THREE EXECUTIVE ORDERS
15. REVIEW AND ADVISE ON ALL PUBLIC RECORD REQUESTS
16. RE-WRITE VILLAGE CENTER DEVELOPMENT RESOLUTION
17. AMEND PUBLIC RECORDS RESOLUTION
18. 6/10-6/12: 7WEB-EX MEETINGS; 2 CALL-INS
19. REVIEW AUDITOR LETTER
20. REVIEW HEALTH PROVIDER AGREEMENT
21. REVIEW AND REVISE SUMMER PARK PROGRAM RELEASE
22. LUXCOM MEMO
25. BUDGET AND COW MEETINGS
26. REVIEW AND RE-DRAFT FP&L EASEMENT AGREEMENT
27. REVIEW AND ADVISE RE FRANJO COUNTY GRANT
28. REVIEW 5G MEMO
29. REVIEW SCHOOL TRADEMARK LICENSE
30. CORRECT STORM DRAIN AGREEMENT AGAIN
31. REVIEW SFWMD ORDINANCE
32. REVIEW RESPONSE TO SACYR FROM PUBLIC WORKS
34. REVIEW ZONING NOTICES
35. REVIEW EMERGENCY CONTACT DOCUMENT
36. REVIEW AND AMEND SKATE PARK WAIVER
37. NEGOTIATE VILLAGE MANAGER CONTRACT
38. WRITE VILLAGE MANGER CONTRACT AND RESOLUTION
39. REVIEW AND AMEND WATER CONSERVATION ORDINANCE
40. REVIEW AND AMEND STREET CONNECTIVITY ORDINANCE
41. REVIEW COVID-19 RELEASE
42. REVIEW AND ADVISE ON FFCRA SICK PAY/LEAVE POLICY
43. REVIEW SCHOOL INTERLOCAL AGREEMENT
44. REVIEW/ PREPARE AGENDA RESOLUTIONS AND ORDINANCES



AGENDA
ITEM NO. 9
(BOARD AND COMMITTEE REPORTS)

MINUTES OF THE CHARTER REVISION COMMITTEE

May 20, 2020
9705 E. Hibiscus Street
Palmetto Bay, Fl

1. Call to Order: The meeting was called to order at approximately 6:35 pm.

The following members of the Charter Review Commission were present:

David Zisman

Mitchell Mandler

Shelley Stanczyk

Marc Levy

Tim Schaffer

Councilman Patrick Fiore, serving as the non-voting Council member.

The following staff members were present:

Greg Truitt, Interim Village Manager

Also present:

Joseph Bier, resident and member of NPC

Jerry Proctor

Gary Pastorella

Beth Gerald

Council member Marsha Matson

Brett Lotsfield

2. It was confirmed that a quorum present.
3. Public Comments, including comments from Village Council, Village Manager, or staff:
 - a. Gary Pastorella said he supports the 45-foot height limit. He said Pinecrest is not looking to change the 45-foot height requirement in their Village.
 - b. Beth Gerald said she also supported the 45-foot height limit. She also said she doesn't think that it takes away from what's been approved and that the height limit also affects traffic by limiting traffic flow. She said that the height restriction should also apply to 136th street to 168th street and again asked for support of the height limit.
 - c. Joe Bier spoke and said he and his family support the height limit of 45-feet throughout the Village. He said its about quality of life in the Village.
 - d. Gerry Proctor spoke and said he wants to close the issue on school expansion.

4. Approval of Meeting Minutes: Tim Schaffer moved to approve minutes from last meeting and was seconded by M. Levy. Vote to approve the minutes was unanimous.
5. Old Business: Certain proposed Charter Amendments were distributed to the Committee members prior to the meeting. Charter Amendment #2 says "Shall the Charter be amended to require 65% of the affected electors approving private school expansion." Mandler moved to approve of Charter Amendment #2. The Motion was seconded. Zisman, Schaffer, Mandler and Levy voted in favor of Charter Amendment #2. Stanczyk voted no. The Amendment passed 4-1.
6. There was discussion on whether to adopt proposed Charter Amendment # 1 as drafted. This proposed Amendment provides "Shall candidates for Districts 1, 2 and 3 be elected from single member districts." Levy moved to approve. Mandler seconded. Zisman, Mandler, Schaffer and Levy voted to approve. Stanczyk voted no. the amendment passed 4-1. Thereafter, it was decided to table the vote to the May 27th meeting to ask the Village attorney his opinion on giving some time limits or taking that part out.
7. There was discussion on proposed Charter Amendment #4 which provides "shall the term Council Member in the Charter and Village Code be changed to "Commissioner"? A Motion to adopt this amendment was made by Mandler, seconded by Levy. The vote was unanimous in favor of the proposed Amendment #4. An amendment was proposed to Amendment #4 reflect that the Village Council may have changed the name of the Council to Commission. Chairman Zisman said he will discuss that with the Village attorney. There was no additional vote on the amendment.
8. New Business/Agenda Items: Discussion of Proposed Amendment #5 which reads: Shall the Charter be amended to establish grounds for the termination of the Village Manager? Zisman asked if the County limits the number of amendments we can put on ballot. There was no discussion on the item, and it was deferred to next meeting when the Village attorney will be present for discussion.
9. Stanczyk brought up a discussion of whether the Village residents should vote on all land purchases greater than \$750,000. Stanczyk then proposed that any purchase or sale by the Village of Palmetto Bay should require the approval of 4/5ths of the Village council. Short discussion concluded with Stanczyk saying she will go back and discuss with Village attorney and present the topic at next meeting.
10. There was additional discussion on the revised height restriction and the limit of 45 feet. Tim Schaffer spoke and said he felt that a change like the one proposed could be a violation of due process. Stanczyk proposed to move this discussion to next week's

meeting when the Village attorney is present. There was also discussion on increasing requirements of the Council that would only approve variances by a supermajority for 10.2.2. This was also tabled to the next week meeting.

11. The next meeting is scheduled for May 27th at 6:30pm.

12. A Motion to Adjourn was made and seconded. Motion passed by unanimous vote. The meeting was adjourned at 8:45pm.

Respectfully submitted:

Approved by the Charter Revision
Commission this ____ day of
_____, 2020.

Missy Arocha, Village Clerk

David Zisman, Chairperson

MINUTES OF THE CHARTER REVISION COMMITTEE

**June 11, 2020
9705 E. Hibiscus Street
Palmetto Bay, Fl**

1. Call to Order: The meeting was called to order at 6:33 pm.

The following members of the Charter Review Commission were present:

David Zisman

Mitchell Mandler

Marc Levy

Tim Schaffer

Shelly Stanczyk

Councilman Patrick Fiore, serving as the non-voting Council member.

The following staff members were present:

Greg Truitt, Interim Village Manager

John Delagloria, Village Attorney

Also present:

Mark Merwitzer, resident

Gary Pastorella, resident

2. It was confirmed that a quorum present.

3. Public comments:

Gary Pastorella spoke and discussed his views on any changes to the Charter that would include changing to a ranked choice for elections. He wanted it to remain as it is in the Charter now with runoffs and expressed concern that a change in voting election process could change the power structure and politics in the Village.

4. Old Business.

- a. John Delagloria said that the Village clerk had been instructed to call the County to see if seven proposed amendments would be too many for the Village to list on the ballot. He said they had not gotten back to him before the meeting.
- b. Mr. Delagloria read the new proposed Amendment #6 which reads "Shall the Charter require a 4/5 vote to buy, sell or lease property over \$25,000". There was

a motion to approve which was seconded by Marc Levy. The vote was unanimous, and all were in favor of the amendment as written.

- c. Mr. Delagloria read the newly written proposed Amendment #7 which reads “Shall a Charter Amendment allow Council Members to Make Informational Inquires of Village Employees?” There was no discussion. Tim Schaffer moved to adopt as written. The motion was seconded. The vote was unanimous to adopt the Amendment #7 as written.
- d. Mr. Delagloria read the newly written proposed Amendment #4 which states “Shall the term “Council Member” in the Charter and Village Code be changed to “Commissioner.” Mr. Delagloria said that this needs to be changed to address the title with the use of Mayor. He then suggested “Shall the term Mayor and Council be changed to Mayor and Commissioner of Palmetto Bay”. He said that the summary portion of the Amendment would also have to change. Mr. Delagloria suggested that this proposed amendment should be re-written and presented at the next meeting for approval.

5. New Business

- a. Mark Merwitzer was introduced by Tim Schaffer. Mr. Merwitzer presented a slide presentation related to instant runoff voting. His presentation included certain statistics regarding past elections in Palmetto Bay and he explained the issues with the current top two runoff procedure as used in Palmetto Bay. He also explained “Ranked Choice Voting” and how that would work in the Village. He gave his view on how Ranked Choice Voting would save taxpayers money. There was a discussion of other locations in Florida and the U.S. where this system has been implemented. This presentation was followed by a discussion and questions by the Committee members about the pros and cons. No motion was made at the conclusion of the presentation and no vote was taken.
- b. After the presentation, Mr. Delagloria said he had re-written proposed amendment #4 and read the following out loud “Shall the Mayor and Village Council be changed to Commissioners and Mayor of Palmetto Bay, Florida”. Tim Schaffer moved to adopt the proposed Amendment #4 as written. The motion was seconded by Shelly Stanczyk. The vote to approve Amendment #4 as written passed by unanimous vote.
- c. The Committee members agreed that the next meeting of the Charter Revision Committee would be held on June 30th at 6:30pm.
- d. Remaining items for next meeting are Marc Levy’s proposal to have mail in ballots only; Shelly Stanczyk proposal to eliminate runoffs and to bring back Mark Merwitzer for further discussion on his proposal.

6. Adjournment: A motion to adjourn was made by Tim Schaffer, seconded by Mitchell Mandler. The vote to adjourn was unanimous. The meeting adjourned at 8:42pm.

Respectfully submitted:

Approved by the Charter Revision
Commission this ____ day of
_____, 2020.

Missy Arocha, Village Clerk

David Zisman, Chairperson

MINUTES
VILLAGE OF PALMETTO BAY
EDUCATION ADVISORY BOARD MEETING
Monday, June 3, 2019 at 9:00 a.m.
9705 E. Hibiscus Street – Municipal Center
Palmetto Bay, FL 33157

Attendance

Members Present: Greg Zawyer, Laura Metka, Patrick Fiore and Josh Clarin

Members of the Public: Refer to sign in on file with the Village of Palmetto Bay

1. Call to Order at 9:02 am
 - a. Diane Quick cannot attend due to award ceremony.
2. Welcome
 - a. Josh Clarin welcomed the committee.
3. Approval of Minutes from May 6, 2019 will take place at August meeting.
4. Public Comments
 - a. Nancy Lawther president MDCPS PTA PTSA President thanked VPB in offering the event. Nancy announced new county wide PTA Municipal advisory committee. Someone from the committee will be in attendance, at the Palmetto Bay meetings and in all municipalities. This is to coordinate common concerns. Nancy congratulated Palmetto Bay who responded to surveys and confiscation of referendum 362. It passed but she thanked the community for responding. Next legislative session starts early in January so bills are being discussed now. PTA on a county level will be in attendance.
5. Education Compact
 - a. Principals Update: Greg Zawyer stated that all schools in area schools increased in points. Coral Reef 8 points, Howard Drive 8 points, Perrine 11 points. Palmetto High School has 2 silver nights and 3 honorable mentions.
 - b. District Update: No Update
 - c. PTA Update: Jane Cannings from Howard Drive Elementary spoke about upcoming award ceremonies and the new board recently appointed.
6. Prior Business
 - a. Update on Area Schools' Needs with MDCPS

1. Mayor Cunningham stated that a rep from MDCPS, the village, and Diane Quick met jointly at Perrine Elementary to go over traffic concerns. Delineators were placed and other concerns were reviewed. Olga Catavolt, deputy manager updated police, MDCPS and the Mayor and made suggestions but the school felt the traffic flow is working on the side of the school that recommendations were made.
2. Southwood will meet this Wednesday the June 5th. Confirmation needed. Committee agreed we can meet.
3. The Mayor has reached out to the district 3 times, she asked Olga Catavolt to reach out to the district as well to asses traffic patterns before schools let out. Easier to implement change at the beginning of the school year. She suggested to Look at traffic at Southwood in afternoon, afternoon at Coral Reef as well. If this can be done on Wednesday at early dismissal times that would work best. Clarin agreed this needed to be done before school as discussed from march. Dr. Feldman's representative is concerned as well. Hopefully can be approved although Wednesday before school might ot be as accurate.
4. Josh Clarin said Howard drive is the biggest safety concern due to crossing over 136th. Clarin emphasized the need. Greg Zawyer stated that there are Installed 15 second signs for cross walks. Fiore said its double safety for residents. Fiore spoke with Corradino to put a cross walk from 77th ct. Mayor confirmed this is an issue and needs to be looked at along with redesign for Howard Drive. Zawyer reiterated the left turn signal on 136th and 77th.
5. Greg Zawyer said that Palmetto High School has been in the Miami herald and The Florida Villager.

diane attended and principal was happy.

b. Joint Use Agreement Workshop

1. A future date will be made. The current date was unable to be attended. Principals will not likely be able to attend. Mayor Cunningham and the deputy manager stated we can vote now and hold s workshop to update the parks master plan at the JUA meeting specific to each school site. More than one meeting might need to happen. Meeting will be in the evening in September so that the district the school board each one of the JUAs can all be in attendance. The residents can have proper notice as well. Clarin asked the location and if it Can be at the schools to encourage stake holders to be in attendance possibly

following a PTA meeting. Mayor stated by meeting in September, the municipality can prepare with the school board prior and engage PTAs, schools and residents. It will be a sunshine meeting. Palmetto High School is not in the JUA. Dr. Feldman's rep suggested to meet in August to keep updated on JUA earlier before school is hectic.

c. Rosemary Fuller Award

1. Clarin explained the award. During the State of the Village, in October, is when the award will be given. Winner will be selected in the September meeting. The new form was passed around. Diane Quick assembled the new application. Mayor stated they should go through the clerk.

7. June Business

a. Additional Meetings for Specific Planning

b. Mobility Hubs Planning

1. Mayor is following up with Diane Quick.
2. The Deputy Manager said they are working on getting the contract language finalized. Mobility is currently undergoing. Mobility hub is a study that followed traffic patterns in and out of the Village and recommending park and ride locations. St. Richards works well and can incorporate freebie. The village has two freebies. First launch of two buses and one golf cart. They will have two launches hopefully before school.
3. Committee recommends to table this until August

c. Nancy Lawther Day in Palmetto Bay and PTA Gala at Thalatta Estates

Clarin Congratulated Nancy Lawther in attendance. H informed that May 18, 2019 was proclaimed as Nancy Lawther Day in recognition of all of her service to area schools as PTA president and legislative advocate. The proclamation was awarded during the Miami-Dade Council of PTA/PTSA gala held at Thalatta Estates that evening. Coral Reef Elementary PTA and Southwood Middle School PTSA won a number of awards that evening for the work they did this year at their respective schools.

d. Proposed Topics for 2019-2020 Meetings

i. Publication

- a. August meeting we will discuss final layout. Fiore agreed to try to approve for the new budget. Mayor recommends providing the

village with additional information prior to September. Suggested to make a recommendation for the village to have something to present.

- b. Committee suggests placing this on august agenda.
 - c. Fiore needs content. The process is extensive. Th Deputy Manager agreed the village can reach out.
 - d. Mayor would like recommendations to come to fruition. The Deputy Manager and The Mayor will work on providing something prior to September. The Deputy Manager said staff time is required and depending what the time line is and scope this might be outsourced.
 - e. Greg Zawyer said recruitment fairs by the district are in November and in October at Palmetto High School. Hopefully the publication will be ready.
- ii. Realtors Event
 - a. Laura Metka spoke about what was mentioned at the previous meeting. There could be a round table for each school providing information on the school. The Mayor recommended that the venue be during the Principals breakfast event. Perrine community house or another venue are possibilities for the village to accommodate a place. This would be October. Laura Metka helped describe the event. Mayor is happy to sit down and discuss.
 - b. Dr. feldmans rep, followed up suggesting school tours.
 - c. Fiore recommended Florida association of realtors, Pinecrest business association be contacted.
 - d. The Mayor would like to have a sunshine meeting to discuss business association involvement. Two awards are being given to business in the community. The Mayor likes the connection to the schools. The Mayor Recommended to Fiore to meet with Palmetto Bay Business Association. They are having a women’s event this week.
 - iii. WBAY Showcasing Village Schools
 - iv. Outreach to Community on Needs/Wants
 - 1. Collaboration with Other Groups
 - a. Livius tutoring is a local business for Hightschool students Hightschool college applications. The Mayor, asked that they attend the next meeting. There is a Hackathon proposed to Hightschool students, provide a large space, for students to attend and provide a free opportunity to view the program and have the opportunity to win a scholarship. This can be Beneficial for students and the business. The Mayor will reach out to Children’s Trust to provide a grant to the municipality to provide the services.
 - v. Other Recommendations

8. New Business

- a. Greg Zawyer wishes everyone a safe summer and great new school year. On behalf of the committee he expressed condolences to the victims in Virginia Beach.

9. Recommendations to Council

- a. Clarin made a recommendation second by Greg Zawyer suggested a summer/ June July or August meeting for the traffic situation so that all concerns can be met in a timely manner.
- b. Greg Zawyer made a recommendation second by Clarin. Monday August 5th Palmetto Bay Education Advisory meeting.
- c. Clarin made a Motion second by Greg Zawyer for the forms for the Award to be received by August 4th. The forms are to be submitted by email to the clerk.
- d. Clarin made a recommendation second by Greg Zawyer that the realtors be invited to the principals breakfast.
- e. Clarin made a recommendation second by Greg Zawyer to follow up with Palmetto Bay business association to hold an event and open communications.
- f. Clarin made a recommendation second by Greg Zawyer that Livius Tutoring are added to the August or September agenda.
- g. Clarin made a recommendation for palmetto bay to provide a sample publication to be done before October. Keep this in house. Greg Zawyer seconds.

10. List of Agenda Items for Next Meeting

- a. Mobility Hubs Planning
- b. Follow up on school traffic concerns.
- c. Rosemary Fuller award.
- d. Joint Use agreement Workshop.
- e. Publication.
- f. Realtors Event.

11. Next meeting is scheduled for September 9, 2019 at 9:00 a.m. at Village Hall.

12. Adjourned 10:22 a.m.

VILLAGE OF PALMETTO BAY
EDUCATIONAL ADVISORY COMMITTEE MINUTES
Meeting of June 3, 2019
Meeting of October 7, 2019

June 3, 2019 meeting:

Followed agenda with no recommendations or comments. Principals were not in attendance.

October 7, 2019 meeting:

a. School dates

b. Working on Bell times for primary secondary and upper schools. District wide approach. Britney Robinson is the contact.

Palacio stated that Miami Dade County Public schools is responsible for observing conditions and making recommendations to contact public works.

Signalized turn lanes and request to county will be made by Village. Jane walking on 78 court teachers and staff are helping but not effective. Reach out to discuss delineators

RECOMMENDATIONS

Recommendations made by Clarin, second by Zawyer. Village traffic representative from county to attend next meeting for concerns.

MINUTES
VILLAGE OF PALMETTO BAY
PARKS & RECREATION AND COMMUNITY OUTREACH COMMITTEE
WEDNESDAY, FEBRUARY 19, 2020 AT 7:00 PM

In attendance:

David Greenwell, Acting Chair

Heidi Feder, Acting Secretary

Beatriz Hermann

Leo Llinas

Sheila Frazier

Fanny Carmona, Parks & Recreation Director, staff liaison

Greg Truitt, Acting Village Manager

Excused absences: Chris Olson, Beth Adler and Ed Feller

Welcomed Guests:

Sandra St. Hilaine

Stephanie Cornejo

Rachael Kardys

Eric Tullberg

Mary Pilarian

1. Call to Order – the meeting was called at 7:10 pm
2. The Chair recognized Eric Tullberg: He passed out lists of Parks and Pathways. Bike lane at 136 will need to have a lot of trees removed and need places to put them. He would like the committee to look into it. He is advocating for passive parks. Plant native plants.
3. The Chair recognized Hugo Gussman. He stated that he is advocating for curtailing the use of fertilizer in the communities in Miami Dade. This should be of interest in any community (like Palmetto Bay) that borders water.
4. Chair recognized a presentation by parks team from the Miami Dade Office of Resilience. Resilience 305 is strategy that Miami Dade County released in May regarding shocks/stresses. To address climate change for funding some of these issues. They are planning for sea level rise and how it will amplify different type of flooding. There will be increased heat, so the need is there to plan for shading and equal access to parks. Strategies for managing storm water naturally. Plan for green strategies (Bioswell). There should be permeable pavements/asphalt for parking lots and basketball courts. Store water in vegetative gardens. Water retention parks to be used as public space, education. The park does its job in collecting water.

In 2060, we expect 2 feet sea level rise. What resources do we have? 1. Green infrastructure in park, 2. Open space system master plan. We view parks as a connected system. When we build, we need to take into account all the ecological factors.

Goal for Palmetto Bay (Blue and greenways and use of parks as adaptive tools. Find small places for water to go and how to live with more water. Always have green areas lower than paved areas.

5. Beatriz made a motion to approve the minutes and Sheila provided a second. Minutes were approved.
6. Old Business: Fanny stated that they replaced the two water heaters for the Coral Reef Park Food Vendor. When the inspector went back, they now were told they need to replace the dropped ceiling. Hence it is still delayed.
7. The recommendations made by this committee were heard in regards to Ludovici and Wayside Park. They approved the ADA Bathroom and for Ludovici they nixed suggestions that were made by this committee i.e., boardwalk, tower, etc. David expressed his concerns that the ADA bathroom will become a bathroom for the homeless. Beatriz expressed her displeasure that this committee's recommendations were not followed. Heidi expressed that this has been a two-year process of meeting with the public and then reviewed by our committee to just be pushed aside.
8. The status of Veterans Park and the Shores Development project will be deferred to the next meeting.
9. Mayor Cunningham was appointed to be the Council-Liaison to our committee. She was not at tonight's meeting as she was sick.
10. Leo stated that the presentation by the Miami Dade Office of Resilience was very informative and we should all digest the information and discuss it at a later time.
11. Welcome packets are deferred to the next meeting. Discussions of report cards for review of the parks is also deferred.
12. Mary Pilafian spoke to the committee about Tinkergarten. She plans items of play outside in gardens. They have had positive results in reducing stress and ultimately spending more time in parks. Children 1 ½ - 3 years old. The class involves movements, music, reading books and playful activity. Mr. Truitt stated that he will be recommending the program.
13. The clock tower at Ludavichi is patched up.
14. Leo stated that Javier Cortada will come and present at the next meeting.
15. Next month's meeting agenda was made
16. Leo motion to adjourn which Sheila second
17. Adjournment 8:15

MINUTES

Parks & Recreation and Community Outreach Committee Meeting

Wednesday, February 19, 2020

Page 2 of 2

RESOLUTION NO. 2020-__

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE CHARTER POSITION OF VILLAGE MANAGER; OFFERING AN EMPLOYMENT AGREEMENT TO MICHEAL RENSHAW AND FOR HIS SUBSEQUENT APPOINTMENT; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Village Attorney John Dellagloria, Esq.)

WHEREAS, pursuant to Article III, Section 3.2, of the Village Charter, the Village Council, at its Special Council Meeting of June 25, 2020, selected Michael Renshaw to be its' Village Manager; and

WHEREAS, Village Council directed the Village Attorney to draft a contract, subject to approval of the Mayor and Council at its meeting of July 13, 2020; and

WHEREAS, the Mayor and Village Council shall review an agreement to be submitted for a vote at the Council meeting.

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

Section 1. The Employment Agreement will be reviewed for approval by the Mayor and Village Council.

Section 2 This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 13th day of July 2020.

Attest:

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

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

3

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6 **John C. Dellagloria, Esq.**
7 **Village Attorney**

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10 **FINAL VOTE AT ADOPTION:**

11

12 Council Member Patrick Fiore _____

13

14 Council Member David Singer _____

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16 Council Member Marsha Matson _____

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18 Vice-Mayor John DuBois _____

19

20 Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-_____

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3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF**
4 **THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING**
5 **THE INTERIM VILLAGE MANAGER TO REVIEW THE OBSERVA-**
6 **TIONS IN THE 2018-2019 FISCAL YEAR AUDIT AS REPORTED BY**
7 **THE AUDITING FIRM MBAF AND TO ESTABLISH FINANCIAL**
8 **CONTROLS TO IMPLEMENT THE CORRECTIVE RECOMMENDA-**
9 **TIONS MADE BY THE AUDITORS; AND PROVIDING AN EFFEC-**
10 **TIVE DATE. (Sponsored by Mayor Karyn Cunningham)**

11
12 **WHEREAS**, the auditing firm of MBAF has concluded the Village
13 of Palmetto Bay's 2018-2019 Fiscal Year audit; and

14
15 **WHEREAS**, the audit contained observations and made recom-
16 mendations to correct the financial issues raised; and

17
18 **WHEREAS**, the Village will have a permanent Village Manager
19 who will be taking office on August 1, 2020; and

20
21 **WHEREAS**, it is necessary for the incoming Village Manager to
22 have a comprehensive understanding of the Village's financial condi-
23 tion.

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

27
28 **Section 1.** The Interim Village Manager is hereby authorized to
29 review the observations issued by MBAF, create procedures and pro-
30 cesses in writing and begin the implementation of financial controls to
31 ensure future compliance with the matters raised in the audit report.

32
33 **Section 2.** The procedures and processes for the financial con-
34 trols of each of the audit observations shall be received in writing by
35 Council no later than August 1, 2020.

36
37 **Section 3.** This Resolution shall take effect immediately upon its
38 adoption.

39
40 **PASSED and ADOPTED** this 13th day of July 2020.

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RESOLUTION NO. 2020-_____

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE POTENTIAL PURCHASE OF THE 22 ACRES FOREST SITUATED EAST OF OLD CUTLER ROAD AND NORTH OF EUREKA DRIVE; DIRECTING THE INTERIM VILLAGE MANAGER TO COORDINATE AND OBTAIN APPRAISALS FOR THE PROPERTY; DIRECTING THE VILLAGE MANAGER TO RE-START NEGOTIATIONS WITH THE COUNTY ENVIRONMENTALLY ENDANGERED LANDS PROGRAM AND INVESTIGATE THE POSSIBILITY OF PROTECTING OUR SENSITIVE PINE ROCKLAND / FOREST AREA; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilmember David Singer)

WHEREAS, the 22 acres of land located east of Old Cutler Road and North of Eureka Drive has sensitive pine Rocklands situated within the forested area; and

WHEREAS, this parcel of land has been threatened with development in the past and is designated for protection through Miami-Dade County Environmentally Endangered Lands Program; and

WHEREAS, through work taken in 2008, this parcel was evaluated and placed on the “B” List for EELs purchasing; and

WHEREAS, Palmetto Bay Resolution No. 2009-11 was passed on January 12, 2009, as part of the process to work to acquire this parcel with help from the Environmental Endangered (EEL) Funds from the County; and

WHEREAS despite this clear statement of policy toward purchase and preservation, these 22 acres were nearly approved for development of 40 units and a fire station by the then Mayor and Village Council in July 2014; and

WHEREAS, Palmetto Bay Resolution No. 2017-53 was passed on May 1, 2017, reaffirming support for the purchase of the 22 acres of the Palmetto Bay Village Center Lands through the Environmentally

1 Endangered Lands (EEL) program, reaffirming support of prior
2 resolution 09-11; and

3
4 **WHEREAS**, through a simple phone call, the sponsor was able to
5 confirm that the 22 acres remains open for sale and negotiation, that
6 the owners remain interested in pursuing this course of action although
7 no discussions from any elected officials have occurred since 2018,
8 and;

9
10 **WHEREAS** through this Resolution an appraisal process shall be
11 performed to provide the Village with a potential price and start
12 negotiations with the property owners before the EEL program expends
13 its funding allotment.

14
15 **NOW, THEREFORE, BE IT RESOLVED BY THE**
16 **MAYOR AND VILLAGE COUNCIL AS FOLLOWS:**

17
18 **Section 1.** The Interim Village Manager is hereby directed to
19 evaluate the possibility of purchasing this land with Miami-Dade
20 County as a 50% partner.

21
22 **Section 2.** The Interim Village Manager is hereby directed to
23 obtain two independent appraisals, not to exceed a total of \$7,500.00,
24 to determine the value of the land, coordinating with both the Miami-
25 Dade County Environmentally Endangered Lands (EEL) program as
26 well as the owners of the Palmetto Bay Village Center.

27
28 **Section 3.** The Interim Village Manager shall report back prior to
29 the September meeting as to the appraised values of the property and
30 its status on the County EEL list.

31
32 **Section 4.** This Resolution shall become effective upon approval.

33
34 **PASSED** and **ADOPTED** this 13th day of July 2020.

35
36
37
38 **Attest:**

39 _____
40 **Missy Arocha**
Village Clerk

_____ **Karyn Cunningham**
Mayor

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

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

11

12 **FINAL VOTE AT ADOPTION:**

13

14 Council Member Patrick Fiore _____

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16 Council Member David Singer _____

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18 Council Member Marsha Matson _____

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20 Vice-Mayor John DuBois _____

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22 Mayor Karyn Cunningham _____

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RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE EDUCATION ADVISORY BOARD; REQUESTING BUDGETARY SUPPORT FOR THE UPGRADE TO THE MIAMI PALMETTO SENIOR HIGH SCHOOL (MPSHS) FOOTBALL FIELD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, at its' March 2nd, 2020 meeting, the Education Advisory Board (EAB) recommended to the Village Council that it consider budgetary support for the upgrade to the Miami Palmetto Senior High School (MPSHS) football fields as the high school serves the students of Palmetto Bay; and

WHEREAS, at the time of this meeting, MPSHS PTA was spearheading an effort to upgrade the fields through several financial sources, including state appropriations, private funding, the Miami-Dade Public School District, and the Village of Pinecrest; and

WHEREAS, during the EAB's June 24th meeting, an update to this effort was provided; and

WHEREAS, due the pandemic, there is much uncertainty with funding sources, but efforts continue, with more focus on private funding due to budgetary constraints in the public sphere; and

WHEREAS, at the meeting, the EAC voted to reaffirm to the Village Council its March 2nd recommendation that the Council consider support for the upgrade however it can, recognizing both the budgetary constraints the Village may be facing and delays in the efforts by MPSHS. The EAC will continue to receive updates from MPSHS on its efforts.

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

Section 1. The Village Council is desirous in endorsing budgetary support for the upgrade to the Miami Palmetto Senior High School (MPSHS) football fields as the high school serves the students in the

1 community.

2

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

5

6 **PASSED** and **ADOPTED** this 13th day of July 2020.

7

8

9 Attest:

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

_____ **Karyn Cunningham**
Mayor

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19 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
20 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLOR-
21 IDA ONLY:

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25 _____
26 **John C. Dellagloria, Esq.**
27 **Village Attorney**

28

29

30 **FINAL VOTE AT ADOPTION:**

31

32 Council Member Patrick Fiore _____

33

34 Council Member David Singer _____

35

36 Council Member Marsha Matson _____

37

38 Vice-Mayor John DuBois _____

39

Mayor Karyn Cunningham _____



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: FY 20-21 Maximum
Millage Rate and Budget
Hearings

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. This resolution deals with two (2) important TRIM rules – establishment of the maximum millage rate and scheduling of formal budget public hearings.

Maximum Millage Rate:

A primary source of revenue for municipal government is the property or ad valorem tax base. Property taxes apply to commercial and residential real property, and also commercial personal property. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each \$1,000.00 of assessed property value.

Local jurisdictions are required, at the beginning of the budget process, to establish a maximum millage rate. This rate will be advertised by the Village and mailed by the Miami-Dade Property Appraiser. The initial maximum rate may be decreased by the Village Council during the

budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Palmetto Bay at approximately \$3,191,000,000. This valuation represents a 4.5% increase from Fiscal Year 2019-20 level of \$3,053,651,042.

It is important to highlight that while the total market value of property within the Village might have increased, this is not necessarily reflected in an individual homeowner's assessment. Homeowners are taxed based on the assessed value of their home, as compared to the appraised or fair market value of their home. Changes in the overall assessment are due primarily to three factors: new construction, resale of existing homes, and increased value of commercial property now capped at 10%. A Palmetto Bay homeowner may have realized a 4.5% increase in the market value of their home this past year, but the assessed value will only increase by the lesser of 3% or the Consumer Price Index (CPI), which is 2.3% as of December 2019. The Save Our Home (SOH) recapture clause, allows the assessed value to increase as long as the market value is not exceeded. Palmetto Bay homeowners that have owned their property for a long time generally have a larger spread between their assessed value and market value, and therefore might still see an increase in the assessed value.

Budget Hearing Schedule:

The Village is required to hold two formal Budget Public Hearings. There are guidelines on when these hearings must be held. Additionally, a local municipality cannot hold a budget hearing on the same date as either the County (9/3/2020 and 9/17/2020) or the School Board (7/29/2020 and 9/9/2020). There are also special advertising requirements for these hearings. The Village Charter requires that the budget be adopted no later than September 30.

It is recommended, given these constraints, that the following schedule be established:

First Budget Hearing:

Monday, September 14, 2020
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Second Budget Hearing:

Monday, September 28, 2020
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

FISCAL IMPACT:

Increase the current millage rate to 2.447 will add approximately \$740,000 to the Ad-Valorem receipts.

RECOMMENDATION:

The Administration is recommending using the millage rate of 2.447 as the maximum millage for the Village of Palmetto Bay for Fiscal Year 2020-2021. Approval is recommended.

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RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Administration)

WHEREAS, the Village has received the Certification of Taxable Value from the Miami-Dade County Property Appraiser; and,

WHEREAS, the Village is required under State Statutes to establish and furnish to the Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at which public hearings will be held to consider the FY 2020-2021 millage rate and budget; and,

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

Section 1. The proposed maximum millage rate for the Village of Palmetto Bay for FY 2020-2021 is established at 2.447 mills, which is \$2.447 for each \$1,000.00 of assessed property within the Village of Palmetto Bay.

Section 2. The proposed date and place of the first and second public hearings are scheduled as follows:

| | |
|----------------------------|-------------------------|
| First Budget Hearing: | |
| Monday, September 14, 2020 | Village of Palmetto Bay |
| 7:00 PM | Municipal Center |
| | 9705 E Hibiscus Street |
| | Palmetto Bay, FL 33157 |

1 Second Budget Hearing:
2 Monday, September 28, 2020
3 7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

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6
7 **Section 3.** This Resolution shall take effect immediately upon
8 enactment.

9
10 **PASSED AND ADOPTED** this 13th day of July 2020.

11
12 Attest:

13
14 _____
15 **Missy Arocha**
16 **Village Clerk**

Karyn Cunningham
Mayor

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18
19 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
20 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**

21
22
23 _____
24 **John C. Dellagloria, Esq.**
25 **Village Attorney**

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28 **FINAL VOTE AT ADOPTION:**

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30 Council Member Patrick Fiore _____

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32 Council Member David Singer _____

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34 Council Member Marsha Matson _____

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36 Vice-Mayor John DuBois _____

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38 Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-_____

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GOLF CART RULES; DIRECTING THE INTERIM VILLAGE MANAGER TO STUDY AND PROVIDE GUIDANCE ON REVIEWING THE EXISTING RULES; DIRECTING THE INTERIM VILLAGE MANAGER TO PROVIDE FOR THE POSSIBILITY OF RECIPROCITY WITH CUTLER BAY ON REGISTRATION; DIRECTING THE INTERIM VILLAGE MANAGER AMEND AND UPGRADE REGISTRATION PROCEDURES, AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilmember David Singer)

WHEREAS, the Village adopted rules and regulations referred to as Article II, Section 28 of the Village’s Code of Ordinances attached as (“Exhibit A”) on golf cart use that has not proven effective; and

WHEREAS, through this Resolution the Interim Village Manager is directed to create new guidelines that will make the use of golf carts more effective by upgrading our rules to match those of the State and of the Town of Cutler Bay, Florida; and

WHEREAS, through this Resolution reciprocity with our sister city of Cutler Bay on registration and use can be achieved; and

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

Section 1. The Interim Village Manager is hereby directed to evaluate the procedures in place and provide guidance in improving golf cart usage and rules specifically on the roadway system.

Section 2. The interim Village Manager is hereby directed to investigate reciprocity for registration and use with the Town of Cutler Bay.

Section 3. The Interim Village Manager shall establish a task force to look at issues with the use of golf carts, low speed vehicles and connectivity in the Village and return with suggestions within a ninety (90) day period.

ARTICLE II. - GOLF CART USE ON CERTAIN DESIGNATED STREETS OR ROADS

Sec. 28-51. - Golf carts, legislative intent.

It is the intent of this section to permit and regulate the operation of golf carts upon the designated streets of the village, during nonrestricted hours by licensed drivers operating golf carts which have passed a safety inspection. This article is adopted to address the interest of public safety. Golf carts, also known as GCVs, is to be regulated to address safety issued. Adoption of this article is not to be relied upon as a determination that operation of the GCV or golf cart on roads is safe or advisable. All persons who operate or ride in golf carts, GCVs, on roads do so at their risk and peril, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists and pedestrians. The village has no liability under any theory of law for permitting golf cars, GCVs to be operated on roads under this chapter. Any person who operates a golf cart, GCV, is responsible for procuring liability insurance as required under this chapter, and Florida law, which requirement is a condition to using a golf cart, GCV, on the roads of the village.

(Ord. No. 08-14, § 1(14-10.1), 9-8-2008; Ord. No. 09-06, § 1(14-10.1), 2-2-2009)

Sec. 28-52. - Definitions.

The following words and phrases when used in this chapter shall have the definitions respectively ascribed to them in this section. Whenever any words or phrases used in this chapter are not defined but are defined in the F.S. ch. 316 and any amendments thereto, such definitions shall apply.

Designated streets means all streets within the village except Old Cutler Road, U.S. Highway 1 (a/k/a Palmetto Bay Parkway); SW 136 Street; SW 152nd Street; SW 168th Street; SW 184th Street; SW 67th Avenue; SW 77th Avenue; SW 87th Avenue; and SW 97th Avenue; (no use of Old Cutler Road or bridges permitted, except as specifically designated below).

Golf cart means a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes as defined in F.S. § 316.003(68) and 320.01(22).

Permit. An official authorization designating that the golf cart to which the authorization is affixed meets the requirements of state law and the Village Code and/or code of adjacent municipalities.

(Ord. No. 08-14, § 1(14-10.2), 9-8-2008; Ord. No. 09-06, § 1(14-10.2), 2-2-2009; Ord. No. 2010-06, § 1, 5-3-2010; Ord. No. 2015-03, § 1, 4-6-2015)

Sec. 28-53. - Operation of golf cart.

The operation of a golf cart within the Village of Palmetto Bay is strictly prohibited unless the golf cart is operated and equipped in full compliance with this chapter.

(Ord. No. 08-14, § 1(14-10.3), 9-8-2008; Ord. No. 09-06, § 1(14-10.3), 2-2-2009)

Sec. 28-54. - Authorized use.

- (a) Licensed drivers may operate golf carts which have registered and been issued a permits by the village on all designated streets within the village or a neighboring jurisdiction's drivers on all designated streets of the village and must have all required equipment (in working order), as defined in section 28-58.
- (b) A permit to use a golf cart on a designated street does not permit entry onto private property or semi-private property, including retail parking lots, private roads or common areas in condominiums. Access to these areas may be regulated by the property owners and/or property managers.

(Ord. No. 08-14, § 1(14-10.4), 9-8-2008; Ord. No. 09-06, § 1(14-10.4), 2-2-2009; Ord. No. 2010-06, § 1, 5-3-2010; Ord. No. 2015-03, § 1, 4-6-2015)

Sec. 28-55. - Prohibited use.

The operation in the village of any golf cart in the following manner or under the following conditions is prohibited:

- (1) Without a valid, current driver's license;
- (2) Without a valid, current permit issued by the village or a neighboring jurisdiction and affixed to the golf cart in a conspicuous location;

- (3) In violation of state or county traffic and insurance regulations;
- (4) Anywhere on the roadway surface of Old Cutler Road, except to cross that thoroughfare at marked intersections or intersections regulated by a traffic signal upon the nondesignated streets solely for the purpose of reaching the immediately next intersection. The operation of golf carts upon nondesignated streets pursuant to this subsection;
- (5) Shall be subject to authorization from Miami-Dade County pursuant to F.S. § 316.212(1);
- (6) On the sidewalks, swales or parks of the village;
- (7) Parking in violation of posted regulations;
- (8) Obstructing or interfering with normal traffic flow;
- (9) Carrying more occupants in a golf cart than the number of persons for whom factory seating is installed and provided on the golf cart;
- (10) Standing and extending body parts outside the perimeter of the golf cart while the golf cart is being operated; and
- (11) The operation of an ATV, as defined in F.S. § 317.0003, upon the public roads or streets is prohibited.

(Ord. No. 08-14, § 1(14-10.5), 9-8-2008; Ord. No. 09-06, § 1(14-10.5), 2-2-2009; Ord. No. 2010-06, § 1, 5-3-2010)

Sec. 28-56. - Registration.

- (a) All golf carts, GVCs, operated on village designated streets must first be registered through the village or through a neighboring jurisdiction and a registration sticker must be placed on the rear fender of the golf cart, GVC.
- (b) Registration of golf carts, GCVs, must be made by the owner who is at least 18 years of age.
- (c) The owner of the golf cart, GCV, will be charged an initial permit application/registration fee of \$50.00. The renewal permit/registration fee thereafter shall be \$10.00.

- (d) Driving a golf cart without a current village registration will result in a noncriminal, civil citation of \$150.00.
- (e) A list of all golf carts, GCV, registrations will be maintained by the village.
- (g) Funds from registration fees will support costs of village administration of the golf cart, GCV, and registration stickers.
- (h) At registration, and annually thereafter, the applicant shall file a notarized, verified affidavit that the golf cart, GCV, being registered complies with all the conditions contained in this chapter, including all safety requirements required under section 28-58. Failure to execute and provide the notarized, verified affidavit shall result in the village's rejection of the permit request.
- (i) The village shall issue a permit to a golf cart, GCV, which complies with all requirements identified herein. The permit shall be displayed in a conspicuous location on the golf cart, GCV.
- (j) Proof of insurance through a homeowner's policy of liability and property damage coverage shall be provided to the village, annually. Failure to provide proof of coverage shall result in termination of registration of the golf cart or GVC.

(Ord. No. 08-14, § 1(14-10.6), 9-8-2008; Ord. No. 09-06, § 1(14-10.6), 2-2-2009; Ord. No. 2010-06, § 1, 5-3-2010)

Sec. 28-57. - Reserved.

Sec. 28-58. - Required equipment.

In order to be permitted for use in the village, a golf cart, GCV, is to be equipped with:

- (1) Efficient locking brakes;
- (2) Reliable steering apparatus;
- (3) Safe tires;
- (4) Rear view mirrors;
- (5) Red reflectorized warning devices, both in the front and the rear;

- (6) Front headlights, rear tail lights, and rear brake lights, meeting the minimum standards of F.S. § 316.234(1);
- (7) Turn signals, meeting the minimum standards of F.S. § 316.234(2);
- (8) Safety belts for drivers and passengers;
- (9) Reverse warning device;
- (10) Horn;
- (11) Safety labels;
- (12) Manufacturer's serial number plate; and
- (13) Windshield.

(Ord. No. 08-14, § 1(14-10.8), 9-8-2008; Ord. No. 09-06, § 1(14-10.8), 2-2-2009; Ord. No. 2015-03, § 1, 4-6-2015)

Sec. 28-59. - Reserved.

Sec. 28-60. - Operators.

Drivers must hold a current, valid driver's license and insurance in order to operate a golf cart, GCV, upon the streets of the village.

(Ord. No. 08-14, § 1(14-10.10), 9-8-2008; Ord. No. 09-06, § 1(14-10.10), 2-2-2009)

Sec. 28-61. - Traffic laws.

- (a) Operators of golf carts, GCVs, using designated streets within the village are required to observe all applicable state and local traffic laws as if they were operating any other motor vehicle.
- (b) While traveling on designated streets, operators and passengers of golf carts, GCVs, must comply with applicable state law as to the requirements and usage of safety belts and child restraint equipment.
- (c) Owners and operators of golf carts shall comply with applicable state law pertaining to insurance requirements.
- (d) Golf carts, GCVs, may be ticketed for traffic violations in the same manner as motor vehicles.

(Ord. No. 08-14, § 1(14-10.11), 9-8-2008; Ord. No. 09-06, § 1(14-10.11), 2-2-2009)

Sec. 28-62. - Penalty.

A violation of any provision of this chapter shall constitute a violation of Chapter 28 of the Code of Ordinances of the Village of Palmetto Bay. Upon a finding that an owner, lessee or operator of a golf cart, GCV, has violated any provision of this chapter, such person shall be subject to a noncriminal, civil citation not to exceed \$150.00 for each offense relating to a violation of this chapter, including but not limited to the failure to obtain a permit/registration, and as per Florida Statutes for every other violation of state law.

(Ord. No. 08-14, § 1(14-10.12), 9-8-2008; Ord. No. 09-06, § 1(14-10.12), 2-2-2009)

Sec. 28-63. - Enforcement.

The village police department with the assistance of code compliance shall be responsible for enforcing this Chapter 28 of the Code of Ordinances of the Village of Palmetto Bay.

(Ord. No. 08-14, § 1(14-10.13), 9-8-2008; Ord. No. 09-06, § 1(14-10.13), 2-2-2009)

Secs. 28-64—28-100. - Reserved.



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Palmetto Bay Street Improvement
Options

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PALMETTO BAY STREET IMPROVEMENTS: EXTENDING PARK DRIVE BETWEEN SW 175TH TERRACE AND SW 174TH STREET; PROVIDING SEVENTEEN (17) NEW PARKING SPACES ALONG SW 174TH STREET; ESTABLISHING A COMPLETE STREET NETWORK FOR BUSINESSES AND RESIDENTIAL USES ALONG PARK DRIVE; AUTHORIZING AN AGREEMENT BETWEEN ATLANTIC RESIDENTIAL, LLC AND THE VILLAGE OF PALMETTO BAY TO ESTABLISH IMPROVEMENTS TO PUBLIC STREETS IN EXCHANGE FOR A TEMPORARY PARKING AREA IN THE SKATE PAVILION AND PARKING LOT AND TO IMPROVE THE SKATE PAVILION AT PALMETTO BAY PARK AND CONSTRUCT THE STREET IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has been actively developing the Franjo Road Project and intends to complete the street network to improve pedestrian, bike and vehicular mobility and connectivity.

Since the adoption of Downtown Redevelopment Task Force (DRTF) which formulated a Redevelopment Plan whose mission was to transform the FT&I into a vibrant and inviting work-live-play community and continuing with the inclusion of the street map in the DUV code, the goal and vision has been to transform the area into the Village's future downtown district, providing pedestrian friendly facilities, bike friendly pathways and connectivity in the Downtown District. The Staff and Administration were approached by Atlantic Residential, LLC to create possible synergies and develop the area during the development and construction of Park View Project zoning application VPB-16-012. Staff and Administration have discussed the different opportunities and have analyzed the options of best interest for the Village and alignment with the Village Vision.

Atlantic Residential, LLC has approached the Village to introduce options in developing the extension of Park Drive and SW 174th Street and to redevelop the Skate Pavilion at Palmetto Bay Park, in exchange for the use of park land for a period of time as specified in the resolution and presentation. The options presented to Council have been presented and discussed with at a Parks and Recreation Community Meeting on June 17, 2020.

The Village Administration is presenting the item to Council for information and for clarity of all stakeholders. The Village Administration and Staff seek input on the options and approval from Council to engage in agreement with the developer in order to complete the extension of Park Drive, complete the other half of SW 174th Street and the Redevelopment of the Skate Pavilion.

FISCAL IMPACT:

Fiscal Impact of this resolution is estimated in page 13 of the Power Point Presentation, attached to this memo. The negotiations are at an early stage, and there are preliminary costs associated with the options and proposal.

RECOMMENDATION:

Review and Discussion is Appreciated. Approval is recommended in order to develop the extension of Park Drive, Development of SW 174th Street and the new Skate Park at a lower overall project cost and a combined construction schedule, impacting residents with one construction schedule versus two different project schedules.

ATTACHEMENTS:

Attachment A - Power Point with Options presented to Council.

RESOLUTION NO. 2020-____

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PALMETTO BAY STREET IMPROVEMENTS: EXTENDING PARK DRIVE BETWEEN SW 175TH TERRACE AND SW 174TH STREET; PROVIDING SEVENTEEN (17) NEW PARKING SPACES ALONG SW 174TH STREET; ESTABLISHING A COMPLETE STREET NETWORK FOR BUSINESSES AND RESIDENTIAL USES ALONG PARK DRIVE; AUTHORIZING AN AGREEMENT BETWEEN ATLANTIC RESIDENTIAL, LLC AND THE VILLAGE OF PALMETTO BAY TO ESTABLISH IMPROVEMENTS TO PUBLIC STREETS IN EXCHANGE FOR A TEMPORARY PARKING AREA IN THE SKATE PAVILION AND PARKING LOT AND TO IMPROVE THE SKATE PAVILION AT PALMETTO BAY PARK AND CONSTRUCT THE STREET IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, under the FT&I code, and the DUV code, Park Drive was intended to be created to provide a continuous street extending from SW 180th street to SW 174th street; and

WHEREAS, the Village of Palmetto Bay adopted in 2013 a Downtown Redevelopment Task Force (DRTF) which formulated a Redevelopment Plan whose mission was to transform the FT&I into a vibrant and inviting work-live-play community; and

WHEREAS, consequently, the Downtown Urban Village (DUV) was adopted with the same vision and purpose; and

WHEREAS, the new Downtown Palmetto Bay code, also proposes to have the same goal of transforming the area into the Village’s future downtown district, providing pedestrian friendly facilities, bike friendly pathways and connectivity in the Downtown District; and

WHEREAS, the Village is close to completing the \$10.8 million-dollar Franjo Road project, which includes the addition of Park Drive from SW 180th Street to SW 175th Terrace; and

1 **WHEREAS**, due to budget, the Franjo Road project did not
2 include the extension on Park Drive from SW 175th Terrace to SW
3 174th Street; and
4

5 **WHEREAS**, Atlantic Residential, LLC is developing folio
6 numbers 33-5033-000-0650, 33-5033-00-0680 and 33-5033-000-0670
7 located at 9420, 9450 and 9500 SW 174th Street, and
8

9 **WHEREAS**, the Village Council approved this development
10 under zoning application VPB-16-012; and
11

12 **WHEREAS**, the Development order holds Atlantic Residential,
13 LLC responsible for developing Park Drive from SW 174th Street to the
14 southernmost property line of their development parcel; and
15

16 **WHEREAS**, the developer is also responsible for developing the
17 half of SW 174th Street as part of their development order; and
18

19 **WHEREAS**, Atlantic Residential, LLC is responsible for paying
20 into the Village's Mobility Impact Fee Ordinance 2018-14; and
21

22 **WHEREAS**, Atlantic Residential, LLC has approached the
23 Village to introduce options in developing the extension of Park Drive
24 and SW 174th Street; and
25

26 **WHEREAS**, the developer will also be responsible to redevelop
27 the Skate Pavilion at Palmetto Bay park; and
28

29 **WHEREAS**, in exchange for the use of park land for a period of
30 time as specified herein; and
31

32 **WHEREAS**, the Village Administration and Staff have held
33 conversations with Atlantic Residential in order to provide options to
34 the Council on possible synergies in order to maximize the Village
35 benefit and provide an immediate street network system to provide
36 connectivity to the residents in the area; and
37

38 **WHEREAS**, the Village Administration and Staff did a
39 presentation to the Parks and Recreation Community Committee to
40 present the item; and

1 **WHEREAS**, three (3) improvement options were presented to
2 the Parks and Recreation Community Committee and Option Number
3 3 was chosen; and
4

5 **WHEREAS**, the Village Administration is presenting the item to
6 Council for information and for clarity of all stakeholders; and
7

8 **WHEREAS**, the Village Administration and Staff seek input on
9 the options and approval from Council to engage in agreement with
10 the developer in order to complete the extension of Park Drive,
11 complete the other half of SW 174th Street and the Redevelopment of
12 the Skate Pavilion.
13

14 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
15 **OF PALMETTO BAY, FLORIDA, THAT:**
16

17
18 **Section 1. Effective Date.** This Resolution shall become
19 effective and executed as directed upon approval.
20

21 **Section 2. Findings of Fact.**
22

23 1. The following options have been presented.
24

25 **Option 1:**

26 Park Drive Extension Development- Park Drive Aligns from SW
27 175th Terrace to SW 174th Street (southern property line of Atlantic
28 Residential Property line). Development of SW 174th Street with
29 (17) seventeen new on street parking spaces. Area for New Skate
30 Pavilion- reduced by approximately 4,000 sf with a new up-to-date,
31 improved Skate Pavilion. Provides a second entrance to Palmetto
32 Bay park and increases vehicle, bike and pedestrian connectivity.
33

34 **Option 2:**

35 Park Drive Extension Development- Park Drive Curves from SW
36 175th Terrace to SW 174th Street (southern property line of Atlantic
37 Residential Property line). Development of SW 174th Street with
38 (17) seventeen new on street parking spaces. Area for New Skate
39 Pavilion reduced approximately 2,000 sf (to be verified) with a new
40 up-to-date, improved Skate Pavilion. Provides second entrance to

1 Palmetto Bay Park and increases vehicle, bike and pedestrian
2 connectivity. (This option is not a preferred option since the street
3 curvature may present issues with site lines, will be confirmed
4 during road design).

5
6 **Option 3:**

7 No Park Drive Extension Development, Park Drive will end at a
8 dead-end street on SW 175th Avenue. No encroachment to the
9 Skate Pavilion and no street improvement connectivity.

10
11 **PASSED and ADOPTED** this 13th day of July 2020.

12
13
14 Attest: _____
15 **Missy Arocha** **Karyn Cunningham**
16 **Village Clerk** **Mayor**

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

21
22
23
24 _____
25 **John C. Dellagloria, Esq.**
26 **Village Attorney**

27
28
29 **FINAL VOTE AT ADOPTION:**

30
31 Council Member David Singer _____
32
33 Council Member Patrick Fiore _____
34
35 Council Member Marsha Matson _____
36
37 Vice-Mayor John DuBois _____
38
39 Mayor Karyn Cunningham _____

Palmetto Bay Street Improvement Options

Park Drive Extension

SW 174th Street Improvement

Palmetto Bay Skate Pavilion Improvement

Analysis for potential
Agreement with Atlantic
Residential and Village of
Palmetto Bay
Scope Negotiation Stage
6/10/20

Goals and Possibilities

Improvements to SW 174th Street and a complete street section with new on street parking.

Extension and Completion of Park Drive from SW 175th Terr. to SW 174th Street

Update and Improve Skate Pavilion.

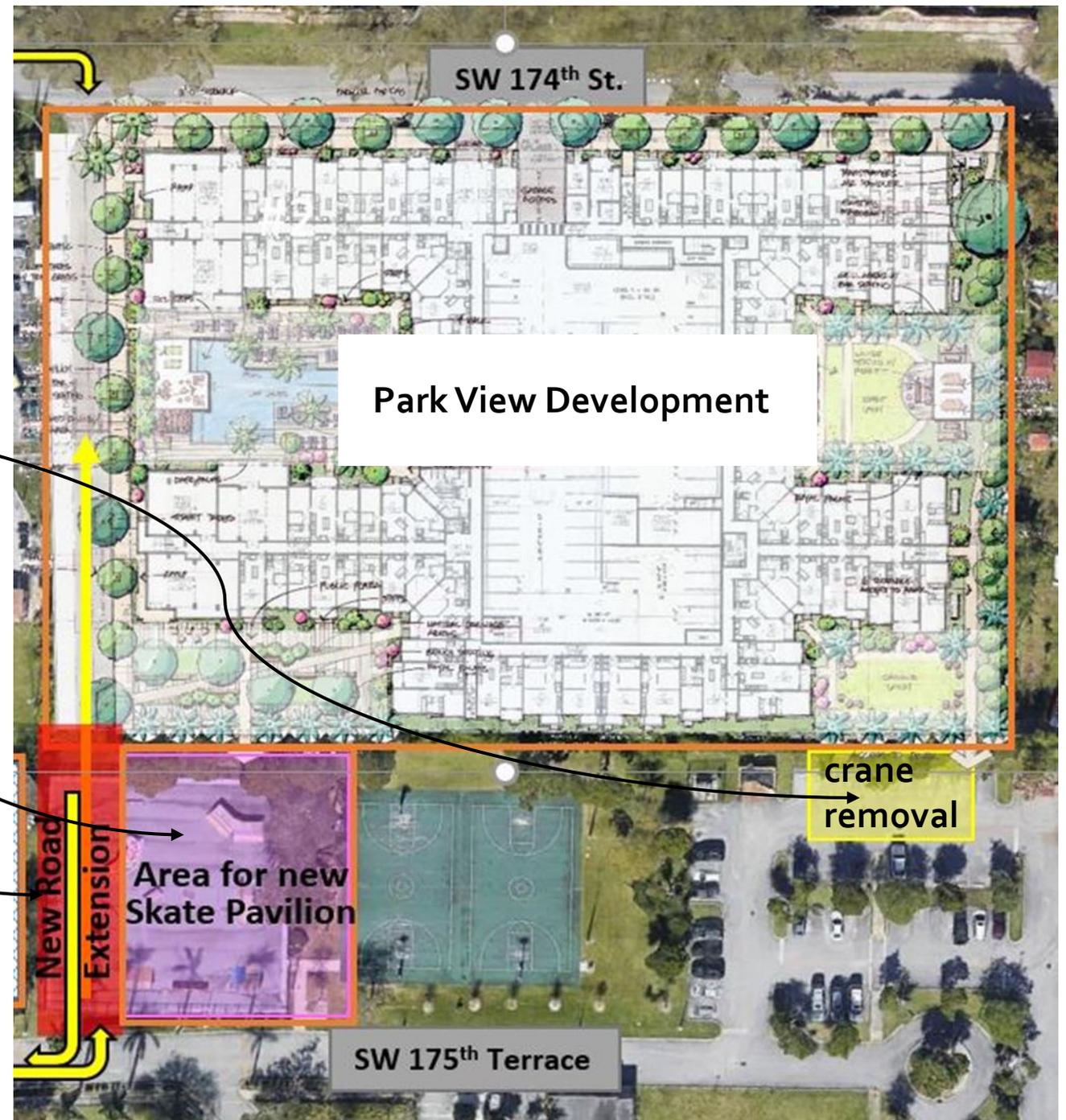


Developer Request

Use of 625 sf area for crane removal at parking lot for a period of 10 days

Use of Skate Pavilion for 22 months

Use of park view extension road to transport materials via construction trucks for the construction duration



Skate Park is approximate 14,000 sf.

The developer has requested to use the skate park as construction parking.

They developer has also requested to use the new road extension to transport construction materials stored at the vacant private lot adjacent to the park.

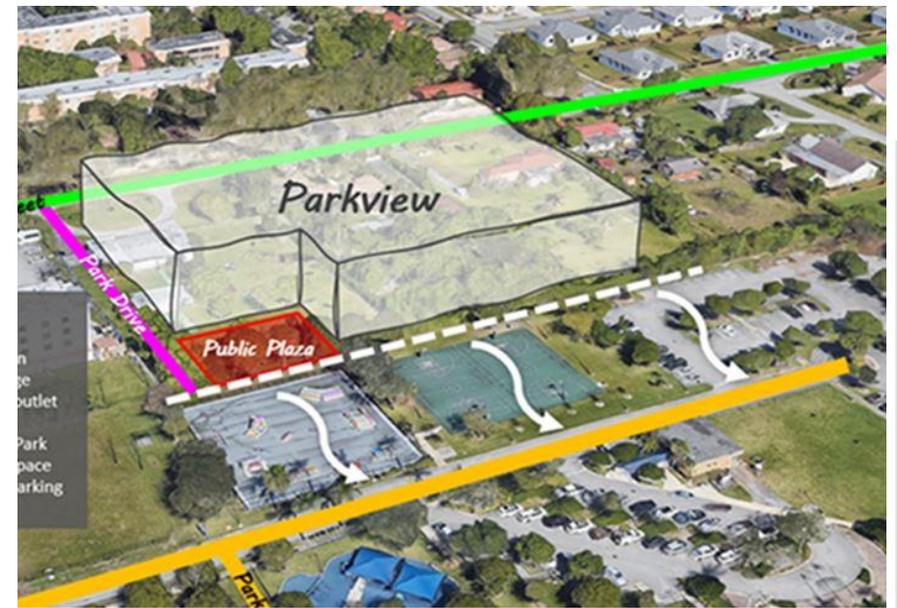
Developer has also requested a 625 sf crane removal area.

New Road Extension is not part of the development order and is not being developed as part of Franjo Road Project



Existing Street Network

- Franjo Road
- SW 180th Street
- SW 179th Street
- SW 178th Street
- Park Drive from SW 180th to SW 175th Terrace
- Park View Development will build as part of the development approval Park Drive from SW 174th Street to the south end of their property

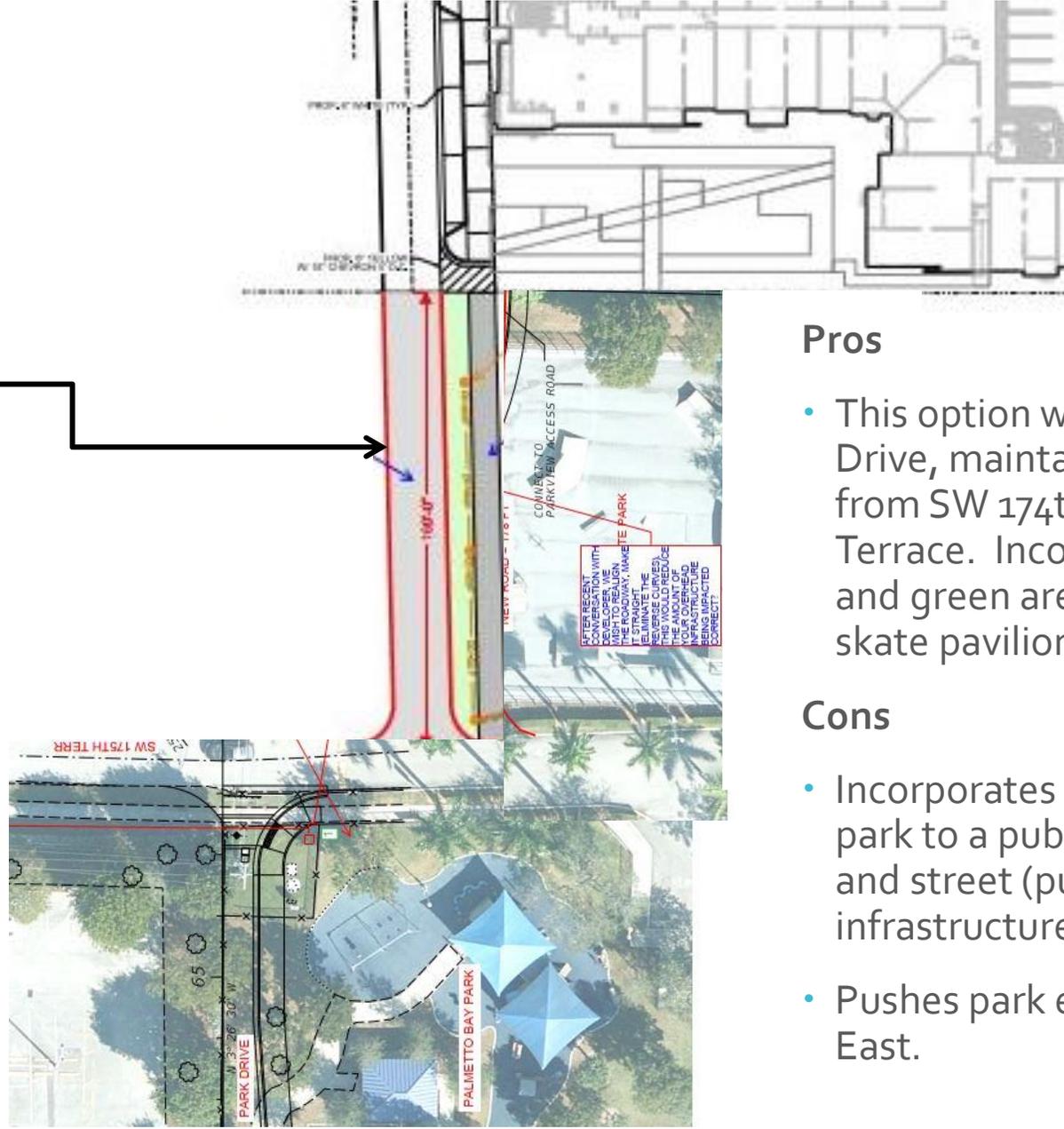


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Option 1

Park Drive Extension -Park Drive Aligns from SW 175th Terrace to SW 174th Street.

Area for New Skate Pavilion-reduced by 4,000 sf., up- to - date, improved Skate Pavilion.



Pros

- This option will extend Park Drive, maintaining alignment from SW 174th St. to SW 175th Terrace. Incorporates sidewalk and green area to buffer from skate pavilion.

Cons

- Incorporates 4,000 sf from park to a public right-of-way and street (public infrastructure)
- Pushes park entrance to the East.

Option 2

Park Drive Extension -Park Drive Aligns from SW 175th Terrace to SW 174th Street.

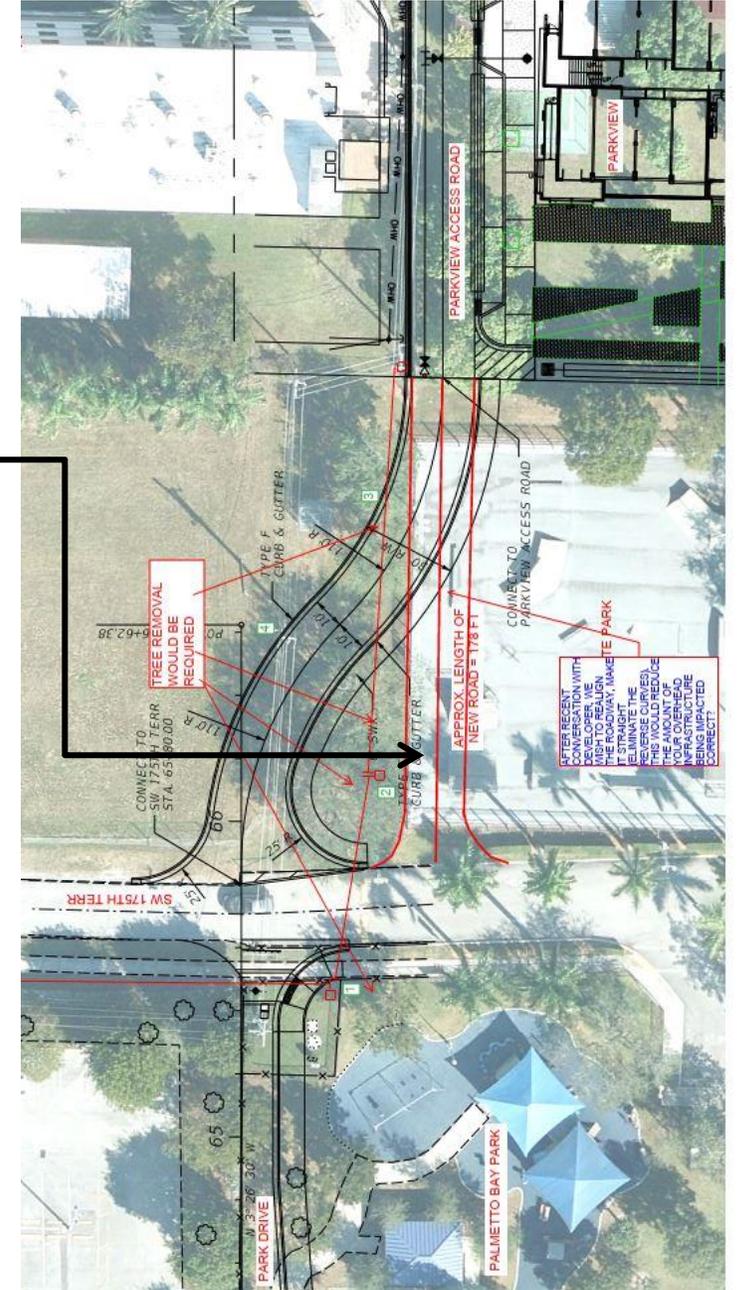
Area for New Skate Pavilion-reduced at the northern corner, up-to-date, improved Skate Pavilion.

Pros

- Less redirection of square footage is necessary due to the curve.
- Aligns with Park Drive street on SW 175th Terrace.

Cons

- Not ideal road section due to the curvature (sight line).



Option 3

No Park Drive Extension

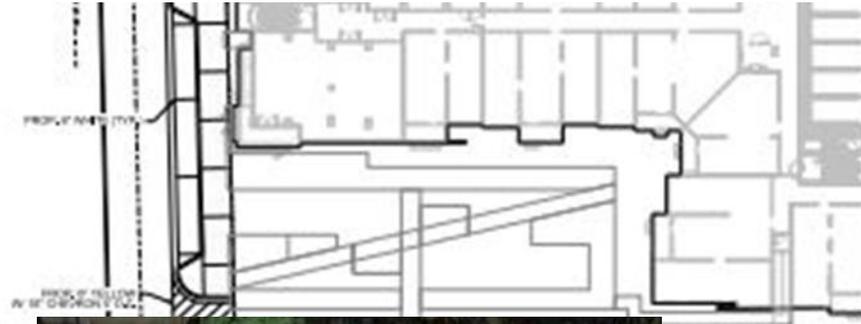
No improvement along SW 174th

No Skate Park Improvement

Funding allocation for improvement needed as part of the Palmetto Bay Park Masterplan

Allows for a dead-end street

All construction traffic to be circulating through SW 174th street



Pros

- No redirection of park land to public infrastructure.

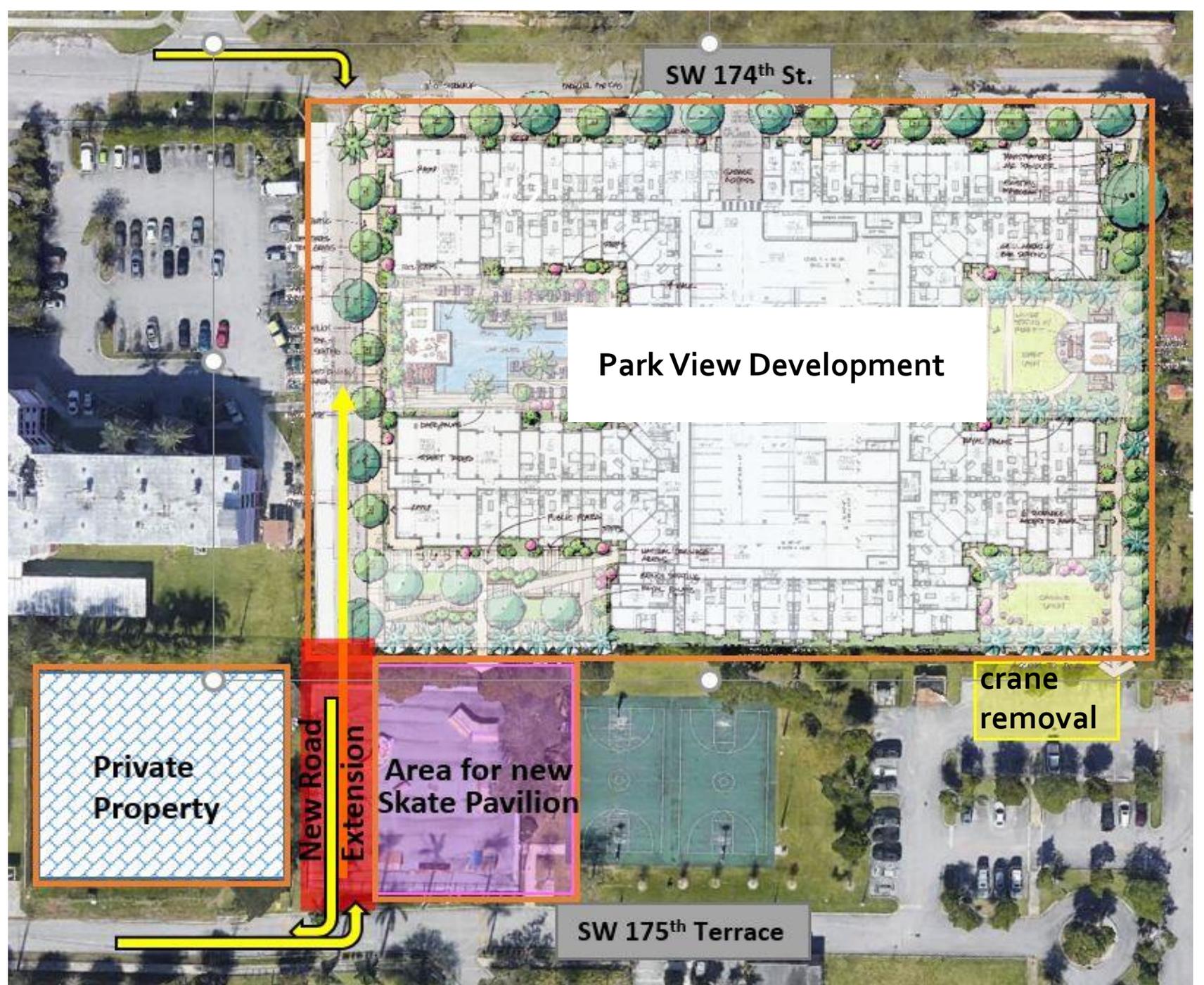
Cons

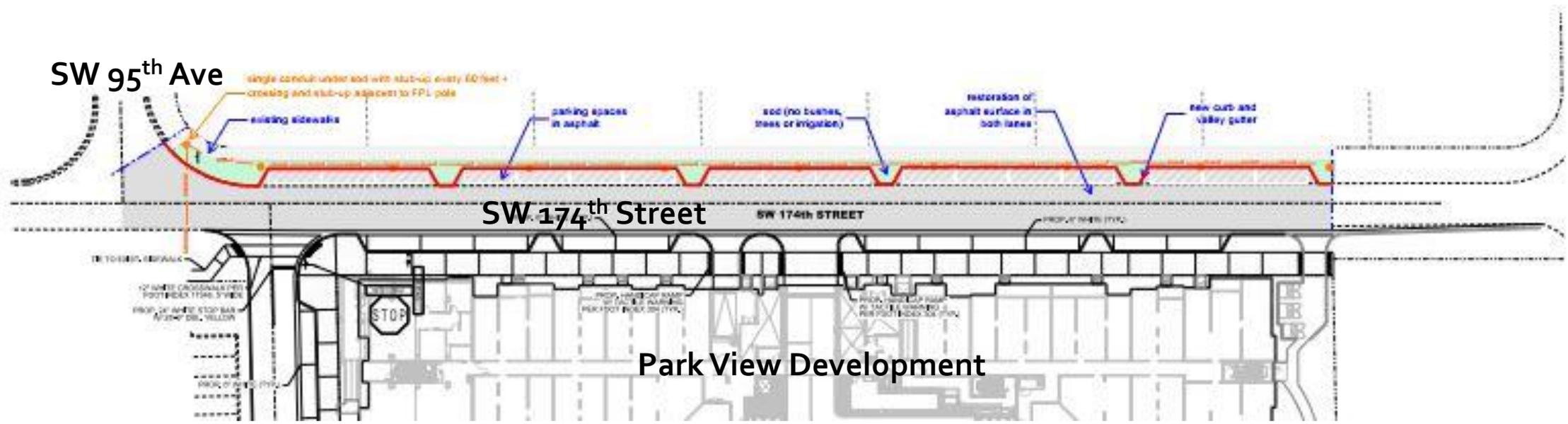
- No street network completion.
- There is no funding in place for the projects.
- Higher project cost- By doing the improvements with the park view construction, some construction costs such as mobilization are included in the contractor's cost. If project is done by the Village, such fees will make the project cost higher by approximately 10% to 15 % percent.

Park Drive Extension -Park Drive Aligns from SW 175th Terrace to SW 174th Street.

Area for New Skate Pavilion-reduced, up to date, improved Skate Pavilion.

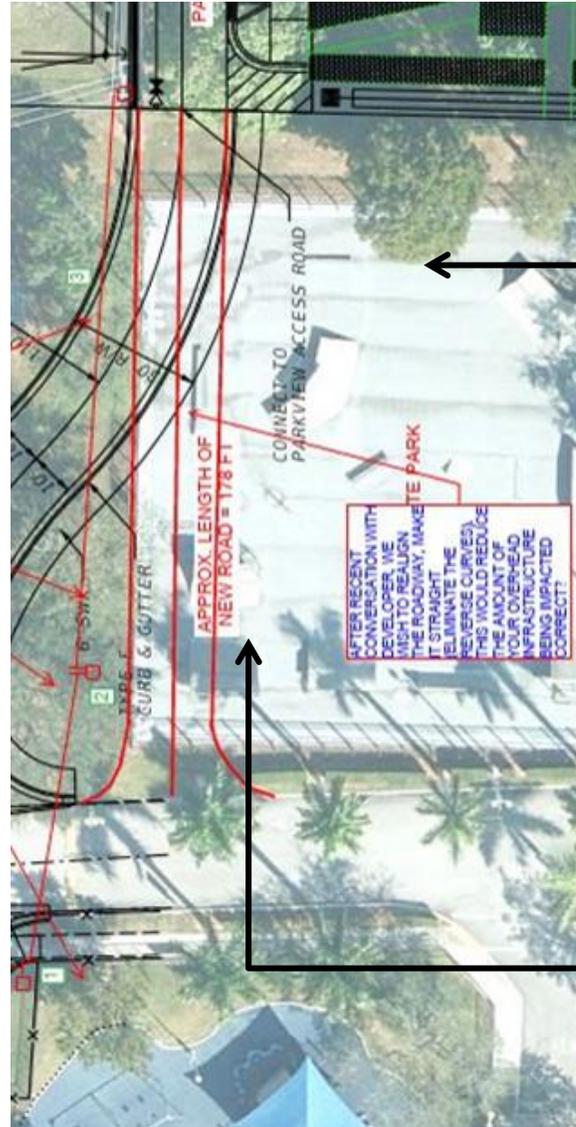
Crane removal area is to be used for 10 days only to disassemble the crane. To be coordinated with the Village.





For Option 1 and 2- Improvements to SW 174th Street as per Village's Parking Study Analysis. The developer will be responsible for the addition of seventeen (17) new parking spaces, complete street built out including underground utilities. Exceptions are landscape, hardscape and street lighting. All conduit work prep will be included such as light pole conduits and manholes for future installation of light poles and trees by Village.

Update and Improve Skate Pavilion-
Coordinated with Village's master plan including the upgrade to the 2007 original skate park design. The developer will be responsible for updating the skate park in exchange for the use of the current area as a temporary construction staging area.



Skate pavilion existing area-
14,000 sf.

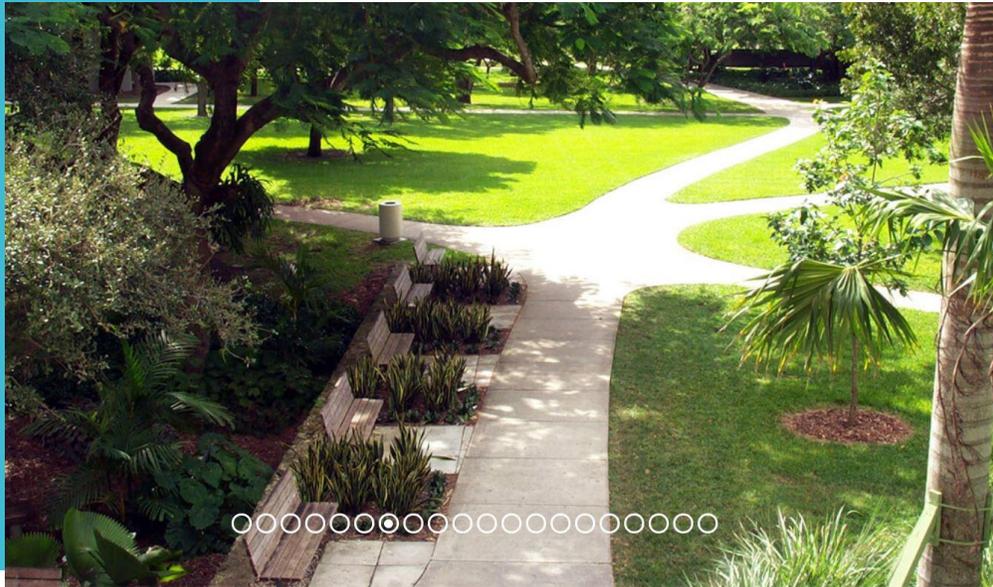


Skate pavilion new area- 10,000 sf.
4,000 sf for ROW street improvement



The Village's masterplan introduced the idea of incorporating a sensory garden in Palmetto Bay park.

Option of building a sensory garden in the area where the Skate Pavilion is located.



University of Miami Geomatic Design

Fees Due to Village
 Mobility Impact Fees approx.
 \$380,000
 AIPP fee
 \$400,000

Total Fees Due \$ 780,000

Total Project Cost approx.
 SW 174 Street and Park Drive
 \$394,000

Skate Park Project Cost approx.
 \$150,000

Total Project Cost \$ 544,000

Total AIPP available for Park View
 Development \$236,000

| STREET IMPROVEMENTS BUDGET, SW 174TH ST & EXTENSION PARK DRIVE | |
|--|----------------------|
| Hard Costs | Amount |
| Park Drive, road extension to SW 175th | \$ 74,000.00 |
| Park Drive, water main extension | \$ 35,000.00 |
| Park Drive, drainage extension | \$ 38,500.00 |
| SW 174th St, parallel parking | \$ 69,000.00 |
| SW 174th St, street lights provisions | \$ 15,500.00 |
| SW 174th St, drainage extension | \$ 27,500.00 |
| General Conditions (4%) | \$ 10,380.00 |
| Insurance (1%) | \$ 2,595.00 |
| General Contractor fee (4%) | \$ 10,483.80 |
| Total Hard Cost | \$ 282,958.80 |
| Soft Costs | Amount |
| Roadway Design & Plan Preparation | \$ 10,000.00 |
| Drainage Calculations & Plans | \$ 5,000.00 |
| Surveys and As-builts | \$ 5,000.00 |
| Total Soft Costs | \$ 20,000.00 |
| Contingency (15%) | \$ 45,443.82 |
| Fee (15%) | \$ 45,443.82 |
| Total Project Cost | \$ 393,846.44 |

| | |
|------------------|-----------------|
| Mobility Fee DUE | \$ (382,147.46) |
| Difference | \$ 11,698.98 |

| SKATE PAVILION RECONSTRUCTION | |
|---|----------------------|
| Hard Costs | Amount |
| Skate Pavilion, reconstruction with new perimeter & new equipment | \$ 101,000.00 |
| Skate Pavilion, relocation of (02) existing site light poles | \$ 8,000.00 |
| Insurance (1%) | \$ 1,090.00 |
| General Contractor fee (4%) | \$ 4,403.60 |
| Total Hard Cost | \$ 114,493.60 |
| Soft Costs | Amount |
| Design, Engineering & Specialty Drawings | \$ 10,000.00 |
| Total Soft Costs | \$ 10,000.00 |
| Contingency (10%) | \$ 12,449.36 |
| Fee (10%) | \$ 12,449.36 |
| Total Project Cost | \$ 149,392.32 |

| | |
|--------------|-----------------|
| AIPP Fee DUE | \$ (400,000.00) |
| Difference | \$ (250,607.68) |

| Other costs absorbed by Parkview (AR) | | Amount |
|--|---------------|--------------|
| SW 174th St, aerial utilities relocation (Comcast, COAX) | [ACTUAL COST] | \$ 20,669.36 |
| SW 174th St, aerial utilities relocation (AT&T, fiber & copper) | [ACTUAL COST] | \$ 68,946.11 |
| SW 174th St, aerial utilities relocation (FPL, power lines) | [ESTIMATE] | \$ 35,000.00 |
| SW 174th St, crossings (trenching & boring) for conduits placement | | TBD |
| SW 174th St, MOT for ROW work | | TBD |

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Fair Market Leasable value is
 \$3- \$3.50 per sf per year.

Skate Pavilion is approx.
 14,000 sf. X \$3.50= 49,000 year
 22 months= \$89,833

Crane Removal Area approx.
 625 sf. X \$3.5= 2,187 year
 2 weeks = \$84.11

Total lease amount = \$89,917
 This amount is part of the
 other cost breakdown

**Tentative Timeline
Construction Duration**

22 months

Tentative Commencement Date

September 2020

Tentative Commencement Date for
Park Drive Extension

October/ November 2020

Tentative SW 174th Street improvement
Commencement Date

January / February 2021

Tentative Park Pavilion Improvement
Commencement Date

May 2022/ Duration 2 months

Public Access to Skate Park
July 2022

Pros

- Construction allows for completion of street network with extension of Park Drive
- New (17) spaces along SW 174th Street
- Updated New Skate Pavilion
- All underground utility services are provided
- All conduit and possible irrigation included for future installation (by Village)
- Synergy between the developments open space and park area
- Coordination of a cohesive AIPP effort between skate park and open plaza
- Construction is by developer, saving Village time and money (design, construction mobilization etc.)
- Timeline of construction is included in Development construction
- Construction traffic flow will be routed within street extension to lessen the impact within neighborhoods along SW 174th Street.

Cons

- Closing skate park for residents for 22 months
- Closing 625 sf of parking area for a period of 10 days during crane removal
- Construction traffic entering from SW 175th Terrace (only during allowed construction hours)
- Smaller skate park footprint to allow for street incorporation (from 14,000 sf to 10,000 sf)
- Village will have to allocate funding for the street improvements and park improvements (Park View mobility impact fee is approx. \$380,000/ total approx. project cost \$ 544,000)

Resident Concerns

For clarity

- The Village is giving park land to developers- This is an exchange from public use to public use. The area is being reallocated from skate pavilion use to public street and sidewalk use.
- Someone in the city used to destroy a chunk of Palmetto Bay Park and wants to take another big chunk out of it again- the area of park land which was reallocated was with the intent of completing Park Drive. The plans to incorporate Park Drive was conceived as far back as the FTI charrette and the DUV (street map).
- The Village plans to eliminate more of the park for the benefit of another developer- This is a mutual benefit, higher benefit for the Village since we will get a street network completion for a lower cost and a brand-new skate park which is part of the Masterplan.
- "Economic Development DUV Deals" with developers at the Residents' Expense"- All "deals" are open and brought to council for approval. This is an option brought to the stakeholders first and if there is a consensus, it can be brought to council.
- We never wanted Park Drive in the first place- This is an existing street and it is no longer a question of wanting the street or not, it is a question of completing the street network and making sure we do not have dead-end streets.

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RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING AN AMENDED PUBLIC RECORD REQUEST POLICY; RESCINDING RESOLUTION 2017-20; AND PROVIDING AN EFFECTIVE DATE.
(Sponsored by Village Attorney John C. Dellagloria, Esq., and Co-Sponsored by Administration)

WHEREAS, the Village adopted Resolution 2017-20 which initially established a Public Records Policy to comply with all requirements of Chapter 119, Florida Statutes; and

WHEREAS, to update the present procedures, the Council wishes to adopt the Public Records Policy attached as Exhibit "A"

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

Section 1. The Mayor and Village Council hereby adopt the Public Record Request Policy attached as Exhibit "A" to this Resolution.

Section 2. Resolution 2017-20 is repealed in its entirety.

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

PASSED and ADOPTED this 13th day of July 2020.

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

1 **FINAL VOTE AT ADOPTION:**

2

3 Council Member Patrick Fiore _____

4

5 Council Member David Singer _____

6

7 Council Member Marsha Matson _____

8

9 Vice-Mayor John DuBois _____

10

11 Mayor Karyn Cunningham _____



VILLAGE OF PALMETTO BAY PUBLIC RECORD REQUEST POLICY

TABLE OF CONTENTS

- I. INTRODUCTION
- II. REGULATORY MANDATES
- III. DEFINITIONS
- IV. PURPOSE & APPLICABILITY
- V. POLICY
- VI. PROCEDURE
- VII. PUBLIC RECORD FEE SCHEDULE

I. INTRODUCTION

Our Village Charter's Citizen's Bill of Rights provides that, "All audits, reports, minutes, documents and other public records of the Village and its boards, agencies, departments and authorities shall be open for inspection at reasonable times and places convenient to the public." The Florida Constitution, Article I, also provides a right for the public to inspect non-exempt public records and Chapter 119 of the Florida Statutes defines how government entities handle public records. This policy defines the responsibilities of Village officials, employees, volunteers, and board members as related to public records.

II. REGULATORY MANDATES

1. Chapter 257, Florida Statutes, vests in the Division of Library and Information Services the authority to oversee the records management functions of state and local government agencies. Specifically, Section 257.36(5) requires the Village to:
 - a. Cooperate with the division in complying with the provisions of the chapter, designate the Records Management Liaison Officer (RMLO) for the Village, and the Village is required to submit the approved form or a letter to the Division of Library and Information Services notifying the division as to the Village's RMLO.
 - b. Establish and maintain an active and continuing program for the economical and efficient management of records.
2. Chapter 119, the Public Records Law: Chapter 119 has specific provisions related to public records law, including the definition of public record, access, and exemptions. This law applies to all municipal officers of the Village of Palmetto Bay, both elected and appointed, all Village departments, citizen advisory boards, committees, and other units of the Village government.
 - a. A public record as defined in Section 119.011(12), F.S., are all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
 - b. The Florida Supreme Court further defined public records in, among many other cases, *Shevin v. Byron, Harless, Schaffer, Reid, and Associates*, 379 So. 2d 633 (Fla. 1980), where the Court ruled that a public record is any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type. Therefore, any document meeting the above criteria set forth by the Court is a public record regardless of whether it is in final form or is designated by the agency as a "draft," "working copy," or "preliminary version." If an agency has circulated a "draft" for review, comment, or informational purposes, that draft is a public record.

As clarification, the Court further ruled that "[t]o be contrasted with 'public records' are materials prepared as drafts or notes, which constitute mere precursors of governmental 'records' and are not, in themselves, intended as final evidence of the knowledge to be recorded. Matters which obviously would not be public records are rough drafts, notes to be used in preparing some other documentary material, and tapes or notes taken by a secretary as dictation. Inter-office memoranda and intra-office memoranda communicating information from one public employee to another or merely pre-

pared for filing, even though not a part of an agency's later, formal public product, would nonetheless constitute public records inasmuch as they supply the final evidence of knowledge obtained in connection with the transaction of official business".

3. If an employee has a question as to whether a public record is exempt from production, the Village Attorney shall advise the employee as to whether the record should be produced.

III. DEFINITIONS

1. Actual cost of duplication: the cost of the material and supplies that are used to duplicate the record; not inclusive of any lawfully permitted labor or overhead costs associated with such duplication.
2. Attorney: refers to the Village Attorney.
3. Clerk: refers to the Village Clerk.
4. Confidential: public records that have been identified in the Florida Statutes as confidential and which therefore contain information that is not subject to inspection by the public and may only be released to the persons and entities designated in the statute.
5. Exempt: public records that have been identified in Chapter 119 or other applicable Florida Statutes as exempt from public inspection and disclosure.
6. Extensive: shall mean two (2) hours or more as related to the use of information technology resources or requiring clerical and/or supervisory assistance associated with a public records request.
7. Manager: refers to the Village Manager.
8. Public Records: as defined in Section 119.011(1) : "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."
9. Reasonable Time: with reference to public records is during normal working hours – Monday through Friday, 8:30 am to 5 pm (excluding holidays.)
10. Records Custodian: refers to the Village Clerk.
11. Records Management Liaison Officer (RMLO): refers to the Village's Records Management Liaison Officer designated in writing to the Florida Department of State to coordinate the Village's Records Program. The Village's RMLO is the Village Clerk.

IV. PURPOSE & APPLICABILITY

1. The purpose of this policy is to:

- a. provide information to the general public concerning the application of Florida Public Records Law and Village policies related to the access of public records; and,
 - b. provide Village of Palmetto Bay employees, officials, volunteers and board members with the information and procedures necessary to understand and carry out their responsibilities under the Florida Public Records Law and the Village of Palmetto Bay rules concerning the manner in which public records requests are to be processed to ensure that responses to the requests are timely, organized, inclusive, and compliant with applicable statutes, rules and regulations.
2. The policy applies to members of the Village Council, Charter Officers and all employees of the Village of Palmetto Bay. Application of the policy also extends to independent contractors, Village consultants and advisory boards that have been delegated the authority to perform some governmental function subject to the requirements of Chapter 119. This policy also applies to all existing records, regardless of physical form, characteristics, or means of transmission, created or received by the Village in connection with the transaction of official business.

V. POLICY

1. It is the policy of the Village to ensure that public records in its custody are maintained and managed as required by the Florida Public Records Law, which provides that all materials made or received by Florida's state and local government agencies in connection with their official business are public records, and furthermore, as required by Chapter 257.36(5), Florida Statutes, which directs each public agency to establish an active and continuing records management program.
2. It is also the policy of the Village to ensure that all public records in its custody that are not exempt or confidential are open for inspection and copying by any person, for any reason, at any reasonable time, under reasonable conditions, absent any statutory exemption to the contrary.
3. Requested public records may not be withheld for any reason, except if the record or portion thereof is legally designated as confidential or exempt from public disclosure.
4. At all times the Clerk shall provide safeguards to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records that are exempt or confidential.
5. The Clerk shall furnish a copy or a certified copy of the record upon payment of the fee prescribed by law.
6. Public records shall only be inspected in person under the supervision of the Clerk.
7. In accordance with the Public Records Law, this policy only applies to existing documents; a record is not to be created. Additionally, Florida Law does **not** require agencies to "explain" records or answer questions based upon the records' content, other than providing information on how to obtain the record or about record production costs, as applicable.

8. Unless otherwise required by law, the Village may charge a fee for remote electronic access, granted under a contractual arrangement with a user, which fee may include the direct and indirect costs of providing such access, in accordance with the following provisions of the Public Records Law:
 - a. Any person shall have the right of access to public records for the purpose of making photographs of the record while such record is in the possession, custody, and control of the Village.
 - b. This subsection applies to the making of photographs in the conventional sense by use of a camera device to capture images of public records but excludes the duplication of microfilm in the possession of the Village where a copy of the microfilm may be made available by the Clerk.
 - c. Photographing public records shall be done under the supervision of the Clerk, who may adopt and enforce reasonable rules governing the photographing of such records.
 - d. Photographing of public records shall be done in the room where the public records are kept. If, in the judgment of the Clerk, this is impossible or impracticable, photographing shall be done in another room or place, as nearly adjacent as possible to the room where the public records are kept, to be determined by the Clerk as the custodian of public records. Where provision of another room or place for photographing is required, the expense of providing the same shall be paid by the person desiring to photograph the public record.
9. When the nature or volume of public records requested to be inspected, examined, or copied is such as to require *extensive* use of information technology resources or *extensive* clerical or supervisory assistance by personnel of the Village involved, or both, the Village may charge, in addition to the cost of duplication, a special service charge, which shall be based on the cost incurred for such extensive effort. To comply with this provision, the Clerk shall collect fifty percent (50%) of the estimated service charge in advance. The service charge shall be calculated using the hourly wage of the employee(s) performing the service. Following performing the service, if a refund is due to the requestor, the Clerk will coordinate the refund through the Cashier's office. The Clerk or record coordinator shall collect the remaining balance due prior to delivery of the Public Record. If an individual has not paid the fee associated with a public records request, subsequent requests shall not be provided until such time as the amounts due have been paid.
10. Pursuant to Florida law, requestors are not required to put their requests in writing or to explain the reason for the request. However, requestors are encouraged to complete a Public Records Request form to assist staff in clarifying the exact scope of the request. Should an individual not wish to put their request in writing, staff shall ask for clarification and complete the Public Records Request Form on their behalf. Requestors should specify whether they wish to inspect the record(s), obtain hardcopies, receive the documents via email, or request electronic documents on CD/DVD. When so requested, electronic records will be provided to the extent that they exist in electronic format.
11. The Village contracts out its policing services through the Miami-Dade County Police Department and therefore all law enforcement records are maintained by county police. All requests for law enforcement records, including personnel records, shall be made to the Miami-Dade Police Department Central Records Bureau. The Central Records Bureau is located within the Fred Taylor Building at the Miami-Dade Police Department Headquarters complex, located at 9105 NW 25th Street, Doral, Florida (Telephone: 305-471-3220).

VII. Procedure

The following procedure is based entirely on the provisions contained in Resolution No. 2020-__:

1. Responsibilities of Village Officials:

- (i) The Village Clerk is designated as the public records officer and custodian of records of the Village. The Clerk shall maintain a log or register of all public record requests, whether written or oral, including the date and time the request is received. The Clerk shall copy the Village Attorney and Village Manager on all public records requests received.
- (ii) The Village Attorney is responsible for providing a response to the Clerk, so that the Clerk may provide a response to the requester.
- (iii) If the public records are kept in more than one form, the requester shall advise as to the form that is preferred.
- (iv) Except as provided herein, all public records requests shall receive an appropriate response within five (5) business days of the request, excluding federal or state government holidays. If the request cannot, in good faith, be completed within five (5) business days, the requestor shall be notified in writing and be advised as to the amount of time still needed to fulfill the request.

VII. PUBLIC RECORD FEE SCHEDULE

1. In accordance with the Florida Statutes, the following fees are authorized:

- a) Up to 15 cents per one-sided copy of not more than 14 inches by 8 ½ inches;
- b) No more than an additional 5 cents for each two-sided copy;
- c) For all other copies, the actual cost of duplication of the public record;
- d) The charge for copies of county maps or aerial photographs supplied by the county may also include a reasonable charge for the labor and overhead associated with their duplication, but only if the County charged the Village for these records.
- e) \$1 per copy for a certified copy of a public record.

2. Additionally, the Village charges the following:

- a) \$3.00 for each CD/DVD requested.
- b) Extensive Records Request charged at hourly wage of the employee performing the service for any request requiring more than two (2) hours of research.
- c) Electronic copy sent by e-mail: free of charge.
- d) Large scale building department plans fees are calculated by dividing the size of the plans by the number of sheets included and charging \$.15 per each sheet.
- e) Photographs: Where the provision of another room or place is necessary to photograph public records, the Clerk shall charge the requester making the photographs for the supervision services at the hourly rate of the employee supervising the photographing of the record. In accordance with the Public Records Law, such rate is to be agreed upon by the person desiring to make the photographs and the Clerk. If they fail to agree to the cost, the fee shall be determined by the Clerk.



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Auditor Committee

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PER SECTION 218.391 FLORIDA STATUTES, FOR THE PURPOSE OF ASSISTING THE VILLAGE COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Administration)

BACKGROUND AND ANALYSIS:

Section 218.39, Florida Statutes requires an annual financial audit of Village accounts and records by an independent certified public accountant retained by the Village Council. To retain an independent certified public accountant Section 218.391, Florida Statutes requires the Auditor Selection Committee to consist of at least three members, and furthermore requires one member of the Auditor Selection Committee be a member of the Village Council and serve as the chair of the Committee. Section 218.391, Florida Statutes prohibits Village employees, the Village Manager or the Chief Financial Officer from serving on the Auditor Selection Committee but allows them to serve in an advisory capacity.

A Chair needs to be selected from among the Village Council. In addition, four individuals with financial backgrounds have graciously agreed to be on the Village's selection committee.

There are two more individuals than required by Section 218.391, Florida Statutes to ensure the Village meets the requirements should an individual have to drop out. The four individuals are:

RE: Auditor Committee
July 13, 2020
Page 2 of 2

Chad Berkhalter – Finance Director City of Florida City
Brian Raducci – Assistant City Manager City of Aventura
Matilde Menendez – Finance Director City of Doral
Marie Arteaga-Narino – Finance Director Village of Pinecrest

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

The Administration is recommending selecting the four individuals to the Auditor Selection committee and naming of a Chair. Approval is recommended.

ATTACHMENTS:

Attachment A: Resumes

Attachment B: Section 218.391, Florida Statutes

RESOLUTION NO. 2020-____

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3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**
4 **VILLAGE OF PALMETTO BAY, ESTABLISHING AN AUDITOR**
5 **SELECTION COMMITTEE PER SECTION 218.391 FLORIDA**
6 **STATUTES, FOR THE PURPOSE OF ASSISTING THE VILLAGE**
7 **COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE**
8 **ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39,**
9 **FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE**
10 **DATE. (Sponsored by Administration)**

11
12 **WHEREAS,** Section 218.39, Florida Statutes requires an
13 annual financial audit of Village accounts and records by an
14 independent certified public accountant retained by the Village
15 Council; and

16
17 **WHEREAS,** Section 218.391, Florida Statutes requires the use
18 of an Auditor Selection Committee when selecting an auditor to
19 conduct the financial audit required in Section 218.39, Florida
20 Statutes; and

21
22 **WHEREAS,** Section 218.391, Florida Statutes requires the
23 Auditor Selection Committee to consist of at least three members,
24 and furthermore requires one member of the Auditor Selection
25 Committee be a member of the Village Council and serve as the chair
26 of the Committee; and

27
28 **WHEREAS,** Section 218.391, Florida Statutes prohibits
29 Village employees, the Village Manager or the Chief Financial Officer
30 from serving on the Auditor Selection Committee, but allows them to
31 serve in an advisory capacity; and

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33 **WHEREAS,** the Village Council desires to establish an Auditor
34 Selection Committee to evaluate and recommend to the Village
35 Council an auditor to conduct the annual financial audit required in
36 Section 218.39, Florida Statutes, and such Committee shall
37 terminate upon execution of an agreement between the Village and
38 the auditor.

1 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND
2 VILLAGE COUNCIL OF THE VILLAGE OF PLAMETTO BAY,
3 FLORIDA, AS FOLLOWS:
4

5 **Section 1.** Each of the above stated recitals is hereby adopted
6 and confirmed.
7

8 **Section 2.** An Auditor Selection Committee comprised of the
9 following is hereby established:

10 _____(Chair),
11 Chad Berkhalter, Finance Director – City of Florida City,
12 Brian Raducci, Assistant City Manager – City of Aventura,
13 Matilde Menendez, Finance Director – City of Doral, and
14 Marie Arteaga-Narino, Finance Director – Village of Pinecrest.
15

16 **Section 3.** The purpose of the Auditor Selection Committee is
17 to establish factors to use for the evaluation of audit services to be
18 provided by a certified public accounting firm, publicly announce
19 requests for proposals, evaluate the proposals, and rank and
20 recommend firms in order of preference to the Village Council for
21 an auditor to conduct the annual financial audit in accordance with
22 Section 218.39, Florida Statutes.
23

24 **Section 4.** The Auditor Selection Committee shall terminate
25 upon execution of an agreement between the Village and the
26 auditor.
27

28 **Section 5. Effective Date.** This Resolution shall
29 become effective immediately upon adoption hereof.
30

31 **PASSED AND ADOPTED** this 13th day of July 2020.
32

33 Attest:
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38 _____
39 **Missy Arocha**
40 **Village Clerk**

38 _____
39 **Karyn Cunningham**
40 **Mayor**

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

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

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12 **FINAL VOTE AT ADOPTION:**

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- 14 Council Member Patrick Fiore _____
- 16 Council Member David Singer _____
- 18 Council Member Marsha Matson _____
- 20 Vice-Mayor John DuBois _____
- 22 Mayor Karyn Cunningham _____

EXHIBIT A

**RESUMES
OF
AUDITOR SELECTION COMMITTEE**

CHAD L. BURKHALTER, CPA

burkhalter_chad@hotmail.com

12734 Southwest 204 Street * Miami, Florida 33177 * 786-250-5292

SUMMARY

An accountant with over ten years of experience in the governmental field, including but not limited to: grant management, financial statement analysis and audit preparation. Responsible for the training and development of staff, focusing on efficiency and interchangeability in the workplace, as well as self-development.

WORK EXPERIENCE

City of Florida City * Florida City, Florida * 2005-Present

Finance Director

Plan, evaluate and direct departmental policies, programs and operations related to financial and budgetary activities. Direct the financial operations by an established central accounting system within commonly accepted accounting principles. Interview and train employees, manage staff, serve as a financial adviser. Responsible for the investment of funds and overall financial direction of the City.

Benihana, Inc. * Miami, Florida * 2005

Staff Accountant

Prepare periodic company reports. Converse with bankers and vendors regarding financial transactions. Monitor and record company expenses

Mooring Tax Asset Group * Vienna, Virginia * 2004

Summer Internship

Traveled to various locations. Bid on items based on property analysis. Responsible for acquiring a specific percentage of the auction and keeping track of the total amount purchased.

EDUCATION

Florida International University

Miami, Florida

Major: Accounting, MA

Graduated: Fall 2006

Florida Agricultural and Mechanical University

Tallahassee, Florida

Major: Accounting, BS

Graduated: Fall 2004

TECHNICAL SKILLS

Skilled in various computer applications, including but not limited to: Microsoft Word, PowerPoint, Excel, Quickbooks, Pentamotion/Sunguard, New World. Familiar with Microsoft Access.

Desmond Chin

From: Brian Raducci <raduccib@cityofaventura.com>
Sent: Tuesday, June 30, 2020 9:40 PM
To: Desmond Chin
Cc: Brian Raducci
Subject: RE: Audit Committee

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

Desmond:

As previously discussed, I would be honored to serve on your Auditor Selection Committee if selected as our City has just gone through a very similar process.

As requested, below please find my biography.

Brian K. Raducci, CPA
Assistant City Manager – Finance and Administration
City of Aventura

Mr. Raducci was hired as the City of Aventura's Finance Director in August 2007 and was promoted to Assistant City Manager – Finance and Administration in April 2020. Prior to that he served as the Finance Director for the City of North Lauderdale from December 2001 to August 2007 and City Controller and Financial Analyst for the City of Coral Springs from June 1998 – November 2001 and October 1996 – June 1998, respectively. He began his professional career in New York State where he worked in public accounting from July 1992 – October 1996.

Mr. Raducci graduated Cum Laude from Siena College in Loudonville, New York with a Bachelor of Business Administration in Accounting. He is a licensed Certified Public Accountant in Florida and New York State and is a member of the Florida City and County Management Association, Florida Government Finance Officers Association, Government Finance Officers Association, Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants.

Thanks and please let me know if you require any additional information.

Brian K. Raducci, CPA
Assistant City Manager –
Finance and Administration

City of Aventura
19200 W. Country Club Drive
Aventura, FL 33180
braducci@cityofaventura.com
Phone: (305) 466-8922
Mobile: (786) 417-4672
Fax: (305) 466-8939

From: Desmond Chin <dchin@palmettobay-fl.gov>
Sent: Tuesday, June 30, 2020 8:40 AM

Finance Director's Bio

City of Doral

Matilde Gil Menendez is the Finance Director for the City of Doral. She is a graduate of Florida International University with a bachelor's degree in Business Administration. Ms. Menendez holds a CPA license and the designation of Chartered Global Management Accountant. She has public, private and governmental accounting experience, and has been employed with the City of Doral since 2010.

MARIE ARTEAGA-NARIÑO

Miami, FL 33176 • 786.351.5151 • mcarteaga@bellsouth.net

LinkedIn: <https://www.linkedin.com/in/maria-arteaga-narino-537293b5>

FINANCIAL MANAGEMENT

Director of Finance / Financial Controller

Analytical, bottom-line-driven professional with broad experience in overseeing and directing day-to-day financial operations, handling financial reporting requirements, and maintaining responsibility for budgeting, forecasting, and compliance. Hands-on leader with ability to accurately review tasks and determine workflow, generate assignments, and supervise staff activity. Excellent organizational, motivational, and analytical skills complemented by careful attention to detail.

Possess in-depth knowledge of accounting functions, principles, and procedures. Proficient in preparing periodic reports and departmental budgets, internal/external auditing, and maintaining a high level of discretion. Track record of ensuring compliance with all governing regulations and policies, actively enforcing adherence to requirements by all employees, and rendering recommendations to management on needed action.

Core competencies include:

- Financial & Accounting Leadership
- Financial Analysis & Reporting
- Strong Technology Orientation
- Regulatory Compliance
- Strategic Financial Planning & Execution
- Accounting & Business Improvements
- Forecasting & Budget Administration
- Financial Controls & Practices

...continued...

PROFESSIONAL EXPERIENCE

VILLAGE OF PINECREST, Pincrest, FL

A municipality located in Miami-Dade County. The Village has a population of 18,510 residents and has an annual budget of over \$40,000,000. The Village is recognized for its strong financial strength and has a triple A bond rating, while maintaining a relatively low millage rate.

FINANCE DIRECTOR (10/2016 to Present)

Direct and coordinate activities concerning the areas of accounting, budgeting, treasury, debt administration, cash management, purchasing, and payroll and administering the Village's insurance program. Ensure compliance to all government regulations and guidelines. Issue the Village's Consolidated Annual Financial Report and comply with all regulatory audits. Manage two employees in the Finance Department.

Selected accomplishments:

- Obtained the GFOA Certificate of Achievement for Excellence in Financial Reporting for all years served at the Village of Pincrest.
- Streamlined the Stormwater collection method and decreased the past due balance by 87%.
- Streamlined the annual budget process for improved accuracy and timeliness.
- Updated policy and procedures to ensure sound financial management and protection of assets.

INNOVAGEL (formerly Aenova and Swiss Caps USA), Miami, FL

A subsidiary of Marine Ingredients, a leading omega-3 softgel and liquid formulations for brands serving health food stores, practitioners, direct response, the non-prescription medical market, direct selling, and the mass market. Formerly Aenova, a global leader in the Pharmaceutical and Health Care industry with over 1 billion in sales.

DIRECTOR OF FINANCE (1/2008 to 10/2016)

Direct overall financial operations, including managing and coordinating staff responsible for general accounting and finances consisting of accounts payable, receivables, general ledger, credit, collections, fixed assets and payroll in compliance with GAAP and areas of specialty. Ensure execution of all government-required reporting; oversee monthly reporting to CEO and monthly board meetings with investors. Compile and analyze financial statements for utilization in decision-making. Advise management on a variety of issues associated with insurance and investment matters. Ensure customer accounts are within terms and credit limits prior to authorizing product shipments. Manage collection of past-due accounts. Prepare monthly trend analysis and highlight plans for improvement. Lead on annual financial audits and support periodic FDA, OSHA and customer audits. Prepare annual budget and rolling forecasts. Also, highly involved in costing of products and standard cost analysis and quoting process for customers.

Selected accomplishments:

- Served as lead on due diligence project, culminating in the successful integration of a subsidiary packaging line in North Carolina; led the Financial, IT, and Human Resources integration into the company's practices well in advance of deadline. Ensured seamless absorption of the Finance and HR function by the Miami site.
- Revamped collection process, reducing Days to Collect by 15.
- Partnered with Sales and Purchasing to improve inventory turnover.
- Entrusted with managing Human Resources and Payroll and overseeing IT function while maintaining responsibilities of Director of Finance.
- Audited a joint venture that revealed unreported earnings in excess of \$200K.

- Supported two successful software upgrades while solely responsible for the maintenance of said software until full-time IT was hired in 2013.

EXCALIBUR ELECTRONICS, INC., Miami, FL

An outsourcer of electronic consumer gadgets from China that sold to major retailers such as JC Penny's, Macy's, and Bed Bath and Beyond, with approximately \$70M in annual sales.

CORPORATE CONTROLLER (3/2006 to 12/2007)

Supervised all accounting and financial functions across organization. Managed one staff accountant, two accounts payable clerks, and one accounts receivable associate. Directed monthly close process; oversaw monthly, quarterly, and annual billings to clients as well as billing reimbursements from clients and collection of accounts receivable. Supervised accounts payable, payroll, monthly reporting for the owner, monthly preparation of a forecast, and annual preparation of a budget. Assisted in the preparation of quarterly tax projections, annual tax returns, and all treasury administration. Performed daily cash management activities such as letters of credit and line of credit activities.

Selected accomplishments:

- Devised procedures to make the close and reporting processes more efficient and accurate.
- Participated in creating and implementing policies and procedures to identify, resolve, and document accounting issues.
- Developed budget, set up internal review process, and restructured chart of accounts to better meet reporting needs.
- Led implementation of forecasting and trend analysis reviews.
- Steered conversion of general ledger manual system to Great Plains automated application.
- Acted as point of contact on both bank reviews and audits.
- Wrote procedure manual that provided a standard method for performing accounting and financial tasks and enhanced efficiency in executing overall financial operations.

IMAGINE SCHOOLS, INC., Miami, FL

A management company representing 51 not-for-profit public charter and independent schools in 11 states with annual budgets of up to \$10M each, including state funding and federal/private grants.

CONTROLLER - WEST SCHOOLS (10/2002 to 3/2006)

Led a team of two staff accountants and two accounts payable associates in preparing financial statements for 13 schools. Developed and monitored budgets for each school; made adjustments, as needed, to meet budgetary constraints. Teamed with schools and Purchasing Department to negotiate contracts. Kept forecast updated and investigated trends and concerns. Took part in monthly financial reviews and planning sessions. Compiled and submitted reports for tax and government authorities.

Selected accomplishments:

- Participated in and provided information during school board meetings; liaised between board members, schools, and management company.
- Collaborated with auditor for each school, making certain all state funds were appropriately reported and spent as designated.
- Engaged in grant writing activities and monitored/reported on grant expenditures.
- Designed chart of accounts in compliance with each state's requirements and governmental reporting guidelines for accounting.
- Helped migrate QuickBooks to MAS 200; trained office administration and school personnel on software and company procedures.

Earlier roles as **Controller** at *ePagos, Inc., Miami, FL*; **Director of Finance** at *Osage Systems Group, Inc., Ft. Lauderdale, FL*; **Manager of Financial Reporting, Financial Analyst, and Staff Accountant** at *Aircraft Services International Group, Inc., Miami, FL*; and **Billing Manager** at *St. John's Home Health Agency, Inc., Miami, FL*

EDUCATIONAL BACKGROUND

UNIVERSITY OF PHOENIX, Phoenix, AZ; **MBA in Accounting**

FLORIDA ATLANTIC UNIVERSITY, Ft. Lauderdale, FL; **BBA in Accounting**

CPA Candidate - All requirements met; exam pending

Select Year:

The 2019 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures. –

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If

fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm.

Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Budget Amendment Ordinance
2nd Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUDGET; AMENDING ORDINANCE NUMBER 2019-21; WHICH ADOPTED THE VILLAGE'S BUDGET FOR FISCAL YEAR 2019-2020; AUTHORIZING THE INTERIM VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

Council approved Resolution 2019-165 to approve an Interim Village Manager while a search is being conducted for a permanent Manager. Administration is also recommending some personnel changes that would keep the Reservation Specialist, Procurement Specialist and increase the Park Service Aide hours to prior year levels and switching two (2) Full timers to four (4) Part timers Grounds Maintenance Workers. A new contract for landscaping has increased costs and unplanned consulting services have been added. To help with funding some of these expenditures Planning and Zoning is expecting an increase in Plan Review revenues, five (5) new positions added in Facilities that are vacant will be eliminated.

FISCAL IMPACT:

The total estimated Revenues available is \$563,442 and Expenditure increase is \$601,111, requiring the use of Unreserved Fund Balance in the amount of \$37,670. This is mainly due to the Manager's transition which is estimated at \$175,000.

ATTACHMENTS:

- Attachment A Summary of Budget changes
- Attachment B Proposed Amended 2019-2020 General Fund Budget Summary
- Attachment C Revised Staffing Schedules

1 and approves the amendment of Ordinance Number 2019-21, which
2 adopted the budget for Fiscal Year 2019-2020. The budget is hereby
3 amended to authorize the appropriation of funds to increase General
4 Fund expenditures from \$15,070,361 to \$15,671,472, to fund changes
5 as further detailed on attachment B.

6
7 Section 3. *Staffing Summary Amendment.* The Village Council
8 authorizes and approves the amendment to the Staffing Summary and
9 Staffing Detail for FY 2019-2020, attachment C.

10
11 Section 4. *Authorization of Interim Village Manager.* The Interim
12 Village Manager is hereby authorized to take all actions necessary to
13 implement the terms and conditions of this Ordinance.

14
15 Section 5. *Severability.* If any section, clause, sentence, or
16 phrase of this Ordinance is for any reason held invalid or
17 unconstitutional by a court of competent jurisdiction, the holding shall
18 not affect the validity of the remaining portions of this Ordinance.

19
20 Section 6. *Effective Date.* This ordinance shall take effect
21 immediately upon adoption on second reading.

22
23
24 **PASSED AND ENACTED** this ___ day of _____, 2020.

25
26 First Reading: _____
27 Second Reading: _____

28
29
30 Attest:

31
32
33 _____
34 Melissa Dodge
35 Acting Village Clerk

36
37 _____
38 Karyn Cunningham
39 Mayor

40
41 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
42 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**

1 **FLORIDA ONLY:**

2

3

4

5 _____
John Dellagloria

6 Village Attorney

7

8

9 **FINAL VOTE AT ADOPTION:**

10

11 Council Member Patrick Fiore _____

12

13 Council Member David Singer _____

14

15 Council Member Marsha Matson _____

16

17 Vice-Mayor John DuBois _____

18

19 Mayor Karyn Cunningham _____

ATTACHMENT A

FY 2020 AMENDED BUDGET FACT SHEET

| | WITHOUT BOND PAYMENT REFINANCED |
|---|---------------------------------------|
| REVENUES | |
| Surplus from original Budget | \$188,733 |
| New Zoning Application Fees | <u>\$235,000</u> |
| Additional fees from recent plans submitted | |
| TOTAL REVENUE CHANGES | <u>\$423,733</u> |
| EXPENDITURES | |
| Move P&Z (see attachment for detail) | \$455,739 |
| Reorganization of P&Z department | |
| Manager Transition | \$175,000 |
| Interim Manager salary \$90,000, Payout \$65,000, Mercer \$20,000 | |
| Staffing Changes | \$260,000 |
| Keep Procurement, Reservation specialist and restore PT Serv Aide hours | |
| Consulting | \$10,000 |
| TE Pier 10000, | |
| Special Events | (\$40,000) |
| Eliminate 4 July | |
| Eliminate Facilities Vacancies | <u>(\$400,000)</u> |
| Eliminate 5 Maintenance Workers that were to assist PT Park Serv Aide | |
| TOTAL EXPENDITURE CHANGES | <u>\$460,739</u> |
| BALANCE NEEDED FROM FUND BALANCE | (\$37,006) |
| Highlighted items are unplanned onetime items | \$185,000 |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| REVENUES | | | | |
| 0001-31100100 CURRENT AD VALOREM | 6,382,132.00 | 6,382,132.00 | 0 | |
| 0001-31100200 DELINQUENT AD VALOREM | 100,000.00 | 100,000.00 | 0 | |
| 0001-31100300 INTEREST AD VALOREM | 1,000.00 | 1,000.00 | 0 | |
| 0001-31410000 ELECTRICITY UTILTIY TAX | 2,000,000.00 | 2,370,000.00 | 370,000 | Adjust estimate |
| 0001-31430000 WATER UTILITY TAX | 260,000.00 | 260,000.00 | 0 | |
| 0001-31440000 GAS UTILITY TAX | 60,000.00 | 60,000.00 | 0 | |
| 0001-31500000 COMMUNICATION SERVICES TAXES | 1,000,000.00 | 850,000.00 | (150,000) | Adjust estimate |
| 0001-31600100 COUNTY LOCAL BUSINESS TAX | 30,000.00 | 30,000.00 | 0 | |
| 0001-31600200 VILLAGE LOCAL BUSINESS TAX | 60,000.00 | 60,000.00 | 0 | |
| 0001-32300100 ELECTRICITY FRANCHISE FEE | 835,732.00 | 835,732.00 | 0 | |
| 0001-32900101 ZONING APPLICATION | 215,000.00 | 400,000.00 | 185,000 | PZ Review of unexpected new plannings |
| 0001-32900102 ADMINISTRATIVE VARIANCES | 0.00 | 8,000.00 | 8,000 | |
| 0001-32900103 SIDEWALK CAFÉ PERMIT | 3,000.00 | 3,000.00 | 0 | |
| 0001-32900105 SITE PLAN REVIEWS | 0.00 | 52,000.00 | 52,000 | PZ Review of unexpected new plannings |
| 0001-32900107 CERTIFICATE OF USE | 20,000.00 | 12,000.00 | (8,000) | |
| 0001-32900500 GOLF CART REGISTRATION | 2,000.00 | 2,000.00 | 0 | |
| 0001-33512100 STATE REVENUE SHARING | 460,000.00 | 460,000.00 | 0 | |
| 0001-33515000 ALCOHOLIC BEVERAGE LICENSE TAX | 4,000.00 | 4,000.00 | 0 | |
| 0001-33518000 HALF-CENT SALES TAX | 1,950,000.00 | 1,950,000.00 | 0 | |
| 0001-34120100 DEPARTMENT SERVICE CHARGES | 75,000.00 | 75,000.00 | 0 | |
| 0001-34190200 LOBBYIST REGISTRATION | 5,000.00 | 5,000.00 | 0 | |
| 0001-34190401 PASSPORT PROCESSING FEE | 40,000.00 | 45,000.00 | 5,000 | |
| 0001-34190403 PASSPORT PHOTO FEE | 10,000.00 | 5,000.00 | (5,000) | |
| 0001-34190404 PASSPORT NOTARY FEE | 0.00 | 10.00 | 10 | |
| 0001-34190405 PASSPORT COPYING FEE | 0.00 | 150.00 | 150 | |
| 0001-34210100 POLICE SERVICES | 8,000.00 | 10,000.00 | 2,000 | |
| 0001-34720101 CRP-SUMMERCAMP REGISTRATION | 150,000.00 | 50,000.00 | (100,000) | |
| 0001-34720102 CRP-LEAGUE FEES | 6,000.00 | 7,500.00 | 1,500 | |
| 0001-34720104 CRP-FILM LOCATION FEE | 800.00 | 1,960.00 | 1,160 | |
| 0001-34720105 CRP-TENNIS CAMP | 25,000.00 | 9,821.60 | (15,178) | |
| 0001-34720106 CRP-AFTERSCHOOL CARE | 6,000.00 | 5,400.00 | (600) | |
| 0001-34720201 PBP-CONCESSION SALES | 0.00 | 92.00 | 92 | |
| 0001-34720203 PBP-LEAGUE FEES | 4,000.00 | 40,144.52 | 36,145 | |
| 0001-34720401 TE-FILM LOCATION FEE | 3,500.00 | 3,840.00 | 340 | |
| 0001-34720502 LP-LEAGUE FEE | 500.00 | 2,000.00 | 1,500 | |
| 0001-34720601 PCH-PROGRAM/ACTIVITIES REGISTRATION | 0.00 | 605.60 | 606 | |
| 0001-34750101 CRP-REC ROOM RENTALS | 0.00 | 202.52 | 203 | |
| 0001-34750102 CRP-OAK HAMMOCK 1 RENTAL | 7,000.00 | 5,980.00 | (1,020) | |
| 0001-34750103 CRP-OAK HAMMOCK 2 RENTAL | 4,000.00 | 2,520.00 | (1,480) | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|---------------------------|---------------------------|-----------------------------|
| 0001-34750104 CRP-OAK HAMMOCK 3 RENTAL | 2,250.00 | 3,990.00 | 1,740 |
| 0001-34750105 CRP-GAZEBO RENTAL | 7,000.00 | 8,880.00 | 1,880 |
| 0001-34750106 CRP-BALLFIELD RENTAL | 1,000.00 | 880.00 | (120) |
| 0001-34750109 CRP-MEDITATION GARDEN RENTAL | 200.00 | 740.00 | 540 |
| 0001-34750110 CRP-TENNIS COURT RENTAL | 40,000.00 | 51,271.00 | 11,271 |
| 0001-34750111 CRP-RACQUETBALL COURT RENTAL | 1,000.00 | 618.64 | (381) |
| 0001-34750113 CRP-TENNIS GROUP LESSONS | 80,000.00 | 66,439.60 | (13,560) |
| 0001-34750114 CRP-TENNIS PRIVATE LESSONS | 90,000.00 | 76,858.16 | (13,142) |
| 0001-34750115 CRP-MISCELLANEOUS RENTAL | 2,000.00 | 13,668.00 | 11,668 |
| 0001-34750116 CRP-TENNIS SOCIAL | 1,500.00 | 0.00 | (1,500) |
| 0001-34750117 CRP-OAK HAMMOCK 4 RENTAL | 700.00 | 2,100.00 | 1,400 |
| 0001-34750201 PBP-REC ROOM RENTALS | 7,000.00 | 5,850.00 | (1,150) |
| 0001-34750203 PBP-TOURNAMENT/FIELD RENTALS | 9,000.00 | 0.00 | (9,000) |
| 0001-34750204 PBP-PAVILLION NORTH RENTAL | 3,000.00 | 2,220.00 | (780) |
| 0001-34750205 PBP-PAVILLION SOUTH RENTAL | 1,500.00 | 1,480.00 | (20) |
| 0001-34750206 PBP- BALLFIELD RENTAL | 500.00 | 400.00 | (100) |
| 0001-34750208 PBP-MISCELLANEOUS RENTAL | 1,500.00 | 17,497.20 | 15,997 |
| 0001-34750209 PBP-PAVILLION PLAYGROUND | 6,000.00 | 5,920.00 | (80) |
| 0001-34750401 TE-COVERED TERRACE RENTAL | 0.00 | (1,000.00) | (1,000) |
| 0001-34750402 TE-OUTDOOR TERRACE RENTAL | 20,000.00 | 43,300.00 | 23,300 |
| 0001-34750403 TE-WATERSIDE CEREMONY RENTAL | 0.00 | 5,400.00 | 5,400 |
| 0001-34750405 TE-PACKAGE RENTAL | 275,000.00 | 200,000.00 | (75,000) |
| 0001-34750406 TE-CATERING PERMIT | 18,000.00 | 12,690.00 | (5,310) |
| 0001-34750407 TE-SECURITY SERVICE CHARGES | 28,000.00 | 28,710.96 | 711 |
| 0001-34750408 TE-VALET SERVICE CHARGES | 45,000.00 | 45,814.00 | 814 |
| 0001-34750409 TE-MISCELLANEOUS RENTAL | 50,000.00 | 34,904.00 | (15,096) |
| 0001-34750410 TE-EDUCATION ROOM | 1,000.00 | 0.00 | (1,000) |
| 0001-34750411 TE-PARKING SERVICE CHARGE | 23,000.00 | 28,800.00 | 5,800 |
| 0001-34750501 LP-COMMUNITY ROOM/PARK RENTAL | 3,500.00 | 7,900.00 | 4,400 |
| 0001-34750502 LP-AMPHITHEATER RENTAL | 0.00 | 450.00 | 450 |
| 0001-34750503 LP-OPEN GRASS RENTAL | 600.00 | 0.00 | (600) |
| 0001-34750504 LP-PAVILLION RENTAL | 200.00 | 0.00 | (200) |
| 0001-34750506 LP-MISCELLANEOUS RENTAL | 500.00 | 0.00 | (500) |
| 0001-34750507 LP-SECURITY SERVICE CHARGES | 0.00 | 76.00 | 76 |
| 0001-34750601 PCH-MISCELLANEOUS RENTAL | 0.00 | 3,720.00 | 3,720 |
| 0001-34750602 PCH-COMMUNITY ROOM RENTAL | 0.00 | 3,200.00 | 3,200 |
| 0001-35150100 TRAFFIC FINES | 90,000.00 | 90,000.00 | 0 |
| 0001-35150300 SCHOOL GROSSING GUARDS | 27,500.00 | 27,500.00 | 0 |
| 0001-35400100 CODE VIOLATIONS | 100,000.00 | 127,889.28 | 27,889 |
| 0001-36110000 INTEREST | 60,000.00 | 44,723.64 | (15,276) |
| 0001-36200300 LIBRARY RENT | 108,980.00 | 108,980.00 | 0 |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|---------------------------|---------------------------|-----------------------------|
| 0001-36200501 CONCESSION RENT - PBP | 0.00 | 1,124.04 | 1,124 |
| 0001-36602001 SPONSORER-GENERAL EVENTS | 25,000.00 | 25,000.00 | 0 |
| 0001-36900100 GENERAL GOVERNMENT MISCELLANEOUS INCOME | 376,000.00 | 376,000.00 | 0 |
| 0001-36900101 CONVENIENCE FEES | 25,000.00 | 25,000.00 | 0 |
| 0001-36900400 VENDOR FEES | 0.00 | 3,541.28 | 3,541 |
| 0001-36900503 UTILITY REIMBURSEMENT - LIBRARY | 0.00 | 21,176.68 | 21,177 |
| TOTAL REVENUES | <u>15,259,094.00</u> | <u>15,633,803</u> | <u>374,709</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|-------------------|-------------------|---------------------|
| COUNCIL | | | |
| 0001-511-02-10-11002000 SALARIES AND WAGES EXECUTIVE | 81,900.00 | 81,900 | 0 |
| 0001-511-02-10-21001000 PAYROLL TAXES | 7,651.00 | 7,775 | 124 |
| 0001-511-02-10-22001000 RETIREMENT CONTRIBUTION | 8,148.00 | 8,000 | (148) |
| 0001-511-02-10-23001000 HEALTH AND LIFE | 25,500.00 | 26,000 | 500 |
| 0001-511-02-10-23002000 HEALTH ALLOWANCE | 36,000.00 | 36,500 | 500 |
| TOTAL PERSONNEL | <u>159,199.00</u> | <u>160,175.00</u> | <u>976.00</u> |
| 0001-511-02-30-40001000 TRAVEL AND PER DIEM | 7,500.00 | 7,500 | 0 |
| 0001-511-02-30-52001000 GENERAL OPERATING SUPPLIES | 2,500.00 | 2,500 | 0 |
| 0001-511-02-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 1,000.00 | 1,000 | 0 |
| 0001-511-02-30-55001000 PROFESSIONAL DEVELOPMENT | 2,500.00 | 2,500 | 0 |
| TOTAL OPERATING | <u>13,500.00</u> | <u>13,500.00</u> | <u>0.00</u> |
| TOTAL COUNCIL | <u>172,699</u> | <u>173,675</u> | <u>976</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|---|-------------------|-------------------|---------------------|---------------------------------|
| VILLAGE MANAGER | | | | |
| 0001-512-03-10-12001000 SALARIES AND WAGES REGULAR | 247,589.00 | 397,103 | 149,514 | Interim Manager and Procurement |
| 0001-512-03-10-13001000 OTHER WAGES | 4,000.00 | 65,000 | 61,000 | PTO payout |
| 0001-512-03-10-21001000 FICA TAXES | 19,327.00 | 27,515 | 8,188 | |
| 0001-512-03-10-22001000 RETIREMENT CONTRIBUTION | 37,000.00 | 42,220 | 5,220 | |
| 0001-512-03-10-23001000 HEALTH AND LIFE | 42,000.00 | 42,000 | 0 | |
| TOTAL PERSONNEL | 349,916.00 | 573,838.00 | 223,922.00 | |
| 0001-512-03-30-34002001 ADMINISTRATIVE TEMP | 0.00 | 8,176 | 8,176 | |
| 0001-512-03-30-40001000 TRAVEL AND PER DIEM | 10,000.00 | 5,000 | (5,000) | |
| 0001-512-03-30-40002000 EXPENSE REIMBURSEMENT ALLOWANCE | 1,000.00 | 1,000 | 0 | |
| 0001-512-03-30-52001000 GENERAL OPERATING SUPPLIES | 1,500.00 | 1,500 | 0 | |
| 0001-512-03-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 1,500.00 | 1,500 | 0 | |
| 0001-512-03-30-55001000 PROFESSIONAL DEVELOPMENT | 3,500.00 | 3,500 | 0 | |
| TOTAL OPERATING | 17,500.00 | 20,676.00 | 3,176.00 | |
| TOTAL VILLAGE MANAGER | 367,416 | 594,514 | 227,098 | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|---------------------------|---------------------------|-----------------------------|
| VILLAGE CLERK | | | |
| 0001-512-04-10-12001000 SALARIES AND WAGES REGULAR | 161,695.00 | 161,695 | 0 |
| 0001-512-04-10-13001000 OTHER WAGES | 4,000.00 | 1,255 | (2,745) |
| 0001-512-04-10-21001000 FICA TAXES | 11,247.00 | 11,247 | 0 |
| 0001-512-04-10-22001000 RETIREMENT CONTRIBUTION | 22,029.00 | 22,029 | 0 |
| 0001-512-04-10-23001000 HEALTH AND LIFE | 38,870.00 | 28,650 | (10,220) |
| TOTAL PERSONNEL | <u>237,841.00</u> | <u>224,876.00</u> | <u>(12,965.00)</u> |
| 0001-512-04-30-40001000 TRAVEL AND PER DIEM | 3,000.00 | 3,000 | 0 |
| 0001-512-04-30-42001000 POSTAGE | 0.00 | 2,500 | 2,500 |
| 0001-512-04-30-47002000 ORDINANCE CODIFICATION | 5,000.00 | 5,000 | 0 |
| 0001-512-04-30-48001000 LEGAL ADVERTISING | 25,000.00 | 25,000 | 0 |
| 0001-512-04-30-52001000 GENERAL OPERATING SUPPLIES | 1,000.00 | 1,000 | 0 |
| 0001-512-04-30-52001001 PASSPORT SUPPLIES | 3,500.00 | 3,500 | 0 |
| 0001-512-04-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 500.00 | 500 | 0 |
| 0001-512-04-30-55001000 PROFESSIONAL DEVELOPMENT | 1,000.00 | 1,000 | 0 |
| TOTAL OPERATING | <u>39,000.00</u> | <u>41,500.00</u> | <u>2,500.00</u> |
| TOTAL VILLAGE CLERK | <u>276,841</u> | <u>266,376</u> | <u>(10,465)</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|-------------------|-------------------|---------------------|
| FINANCE | | | |
| 0001-513-06-10-12001000 SALARIES AND WAGES REGULAR | 247,043.00 | 247,043 | 0 |
| 0001-513-06-10-12002000 PART TIME SALARIES AND WAGES | 0.00 | 329 | 329 |
| 0001-513-06-10-13001000 OTHER WAGES | 4,000.00 | 4,590 | 590 |
| 0001-513-06-10-14001000 REGULAR OVERTIME | 0.00 | 20 | 20 |
| 0001-513-06-10-21001000 FICA TAXES | 18,898.00 | 18,898 | 0 |
| 0001-513-06-10-22001000 RETIREMENT CONTRIBUTION | 29,645.00 | 29,645 | 0 |
| 0001-513-06-10-23001000 HEALTH AND LIFE | 50,325.00 | 39,480 | (10,845) |
| TOTAL PERSONNEL | <u>349,911.00</u> | <u>340,005.00</u> | <u>(9,906.00)</u> |
| 0001-513-06-30-32002000 AUDITING SERVCIES | 50,000.00 | 88,400 | 38,400 |
| 0001-513-06-30-40001000 TRAVEL AND PER DIEM | 4,000.00 | 4,000 | 0 |
| 0001-513-06-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 750.00 | 750 | 0 |
| 0001-513-06-30-55001000 PROFESSIONAL DEVELOPMENT | 2,000.00 | 2,000 | 0 |
| TOTAL OPERATING | <u>56,750.00</u> | <u>95,150.00</u> | <u>38,400.00</u> |
| TOTAL FINANCE | <u>406,661</u> | <u>435,155</u> | <u>28,494</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|---------------------------|---------------------------|-----------------------------|
| HUMAN RESOURCES | | | |
| 0001-513-43-10-12001000 SALARIES AND WAGES REGULAR | 158,991.00 | 134,991 | (24,000) |
| 0001-513-43-10-21001000 FICA TAXES | 12,156.00 | 12,156 | 0 |
| 0001-513-43-10-22001000 RETIREMENT CONTRIBUTION | 19,079.00 | 19,079 | 0 |
| 0001-513-43-10-23001000 HEALTH AND LIFE | 42,974.00 | 30,650 | (12,324) |
| TOTAL PERSONNEL | <u>233,200.00</u> | <u>196,876.00</u> | <u>(36,324.00)</u> |
| 0001-513-43-30-31002001 GENERAL SERVICES | 5,000.00 | 5,000 | 0 |
| 0001-513-43-30-34002001 ADMINISTRATIVE TEMP | 0.00 | 24,000 | 24,000 |
| 0001-513-43-30-40001000 TRAVEL AND PER DIEM | 2,000.00 | 2,000 | 0 |
| 0001-513-43-30-48002000 RECRUITMENT | 2,000.00 | 2,000 | 0 |
| 0001-513-43-30-48006000 VILLAGE BROADCASTING | 45,000.00 | 50,000 | 5,000 |
| 0001-513-43-30-52001000 GENERAL OPERATING SUPPLIES | 2,000.00 | 2,000 | 0 |
| 0001-513-43-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 1,000.00 | 1,000 | 0 |
| 0001-513-43-30-55001000 PROFESSIONAL DEVELOPMENT | 1,000.00 | 1,000 | 0 |
| 0001-513-43-30-55002000 PERSONNEL TRAINING | 7,500.00 | 7,500 | 0 |
| TOTAL OPERATING | <u>65,500.00</u> | <u>94,500.00</u> | <u>29,000.00</u> |
| TOTAL HUMAN RESOURCES | <u>298,700</u> | <u>291,376</u> | <u>(7,324)</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|--|---------------------------|---------------------------|-----------------------------|
| VILLAGE ATTORNEY | | | |
| 0001-514-05-10-12001000 SALARIES AND WAGES REGULAR | 0.00 | 100,000 | 100,000 |
| 0001-514-05-10-21001000 FICA TAXES | 0.00 | 7,650 | 7,650 |
| 0001-514-05-10-22001000 RETIREMENT CONTRIBUTION | 0.00 | 7,800 | 7,800 |
| TOTAL PERSONNEL | <u>0.00</u> | <u>115,450.00</u> | <u>115,450.00</u> |
| | | | |
| 0001-514-05-30-31001001 GENERAL LEGAL | 130,000.00 | 40,000 | (90,000) |
| 0001-514-05-30-31001002 ZONING APPLICATIONS | 0.00 | 2,002 | 2,002 |
| 0001-514-05-30-31001005 LITIGATION RESERVE | 30,000.00 | 10,000 | (20,000) |
| TOTAL OPERATING | <u>160,000.00</u> | <u>52,002.00</u> | <u>(107,998.00)</u> |
| TOTAL VILLAGE ATTORNEY | <u>160,000</u> | <u>167,452</u> | <u>7,452</u> |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|---|-------------------|-------------------|---------------------|--|
| PLANNING AND ZONING | | | | |
| 0001-515-07-10-12001000 SALARIES AND WAGES REGULAR | 282,726.00 | 66,363 | (216,363) | |
| 0001-515-07-10-21001000 FICA TAXES | 21,628.00 | 5,077 | (16,551) | |
| 0001-515-07-10-22001000 RETIREMENT CONTRIBUTION | 33,927.00 | 7,864 | (26,063) | |
| 0001-515-07-10-23001000 HEALTH AND LIFE | 44,850.00 | 7,475 | (37,375) | |
| TOTAL PERSONNEL | <u>383,131.00</u> | <u>86,779.00</u> | <u>(296,352)</u> | |
| 0001-515-07-30-31001001 GENERAL LEGAL | 15,000.00 | 15,000 | 0 | |
| 0001-515-07-30-31001002 ZONING APPLICATIONS | 25,000.00 | 25,000 | 0 | |
| 0001-515-07-30-31002001 GENERAL SERVICES | 200,000.00 | 300,000 | 100,000 | |
| 0001-515-07-30-34002001 ADMINISTRATIVE TEMP | 0.00 | 12,000 | 12,000 | |
| 0001-515-07-30-40001000 TRAVEL AND PER DIEM | 2,000.00 | 2,000 | 0 | |
| 0001-519-01-30-42001000 POSTAGE | 3,000.00 | 3,000 | 0 | |
| 0001-515-07-30-48001000 LEGAL ADVERTISING | 2,500.00 | 2,500 | 0 | |
| 0001-515-07-30-51001000 OFFICE SUPPLIES-GENERAL | 4,000.00 | 4,000 | 0 | |
| 0001-515-07-30-52001000 GENERAL OPERATING SUPPLIES | 2,000.00 | 2,000 | 0 | |
| 0001-515-07-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 960.00 | 960 | 0 | |
| 0001-515-07-30-55001000 PROFESSIONAL DEVELOPMENT | 2,500.00 | 2,500 | 0 | |
| TOTAL OPERATING | <u>256,960.00</u> | <u>368,960.00</u> | <u>112,000</u> | |
| TOTAL PLANNING AND ZONING | <u>0.00</u> | <u>455,739.00</u> | <u>(184,352.00)</u> | Move Planning and Zoning Department from Building and Permitting |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|--|-------------------|-------------------|---------------------|---|
| GENERAL GOVERNMENT | | | | |
| 0001-519-01-30-24001000 WORKERS' COMPENSATION | 30,500.00 | 33,180 | 2,680 | |
| 0001-519-01-30-25001000 FLORIDA UNEMPLOYMENT COMPENSATION | 1,000.00 | 1,000 | 0 | |
| 0001-519-01-30-31002001 GENERAL SERVICES | 30,000.00 | 75,000 | 45,000 | Mercer 17500, Pension 4400, TE Pier 10000, Ins RFP 7500, Software Training 5500 |
| 0001-519-01-30-31003001 IT CONSULTANT | 8,500.00 | 8,500 | 0 | |
| 0001-519-01-30-31003002 WEB SERVICES | 39,000.00 | 39,000 | 0 | |
| 0001-519-01-30-31004001 STATE LOBBYIST | 10,000.00 | 10,000 | 0 | |
| 0001-519-01-30-34002001 ADMINISTRATIVE TEMP | 0.00 | 1,000 | 1,000 | |
| 0001-519-01-30-40003000 LEGISLATIVE TRAVEL | 12,000.00 | 12,000 | 0 | |
| 0001-519-01-30-41001000 TELEPHONE SERVICE | 28,000.00 | 28,000 | 0 | |
| 0001-519-01-30-41002000 INTERNET SERVICE | 18,000.00 | 18,000 | 0 | |
| 0001-519-01-30-42001000 POSTAGE | 2,000.00 | 2,000 | 0 | |
| 0001-519-01-30-42002000 DELIVERY | 1,000.00 | 1,000 | 0 | |
| 0001-519-01-30-43001000 ELECTRIC | 30,000.00 | 32,000 | 2,000 | |
| 0001-519-01-30-43002000 WATER | 4,500.00 | 4,500 | 0 | |
| 0001-519-01-30-44003001 PHOTOCOPIER RENTAL | 18,000.00 | 20,000 | 2,000 | |
| 0001-519-01-30-44005000 VECHICLE LEASE | 81,000.00 | 81,000 | 0 | |
| 0001-519-01-30-45001000 GENREAL LIABILITY | 68,000.00 | 80,000 | 12,000 | |
| 0001-519-01-30-45002000 AUTOMOBILE | 2,500.00 | 2,500 | 0 | |
| 0001-519-01-30-45003000 PROPERTY | 165,000.00 | 165,000 | 0 | |
| 0001-519-01-30-47001000 PRINTING AND BINDING | 4,000.00 | 4,000 | 0 | |
| 0001-519-01-30-48003000 VILLAGE PROMOTION | 0.00 | 5,000 | 5,000 | Orchids |
| 0001-519-01-30-48007000 SPONSORSHIPS/DONATIONS | 0.00 | 5,000 | 5,000 | |
| 0001-519-01-30-49003000 FINANCIAL FEES/BANK CHARGES | 30,000.00 | 35,000 | 5,000 | |
| 0001-519-01-30-49006001 PROPERTY DAMAGE | 0.00 | 860 | 860 | |
| 0001-519-01-30-51001000 OFFICE SUPPLIES-GENERAL | 20,000.00 | 20,000 | 0 | |
| 0001-519-01-30-52001000 GENERAL OPERATING SUPPLIES | 75,000.00 | 75,000 | 0 | |
| 0001-519-01-30-52004000 FURNITURE AND EQUIPMENT | 20,000.00 | 20,000 | 0 | |
| 0001-519-01-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 8,000.00 | 8,500 | 500 | |
| 0001-519-01-30-54002000 SOFTWARE LICENSING AND MAINTENANCE | 112,000.00 | 120,000 | 8,000 | |
| 0001-519-01-30-99001000 CONTINGENCIES | 0.00 | 0 | 0 | |
| 0001-519-01-70-71001000 FLC-LIBRARY BOND | 77,508.00 | 77,508 | 0 | |
| 0001-519-01-70-71005000 FLC-VILLAGE HALL BUILDOUT | 370,000.00 | 370,000 | 0 | |
| 0001-519-01-70-71006000 QNIP | 9,634.00 | 9,634 | 0 | |
| 0001-519-01-70-72001000 FLC-LIBRARY BOND | 22,664.00 | 22,664 | 0 | |
| 0001-519-01-70-72005000 FLC-VILLAGE HALL BUILDOUT | 532,840.00 | 532,840 | 0 | |
| 0001-519-01-70-72006000 QNIP | 1,943.00 | 1,943 | 0 | |
| TOTAL GENERAL GOVERNMENT | <u>1,832,589</u> | <u>1,921,629</u> | <u>89,040</u> | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|-------------------|-------------------|---------------------|
| FACILITIES AND MAINTENANCE | | | |
| CORAL REEF PARK | | | |
| 0001-519-13-30-34003002 WASTE HAULERS | 20,000.00 | 24,000 | 4,000 |
| 0001-519-13-30-46001001 LANDSCAPE MAINTENANCE | 25,000.00 | 43,000 | 18,000 |
| 0001-519-13-30-46002001 FACILITIES MAINTENANCE - GENERAL | 35,000.00 | 50,000 | 15,000 |
| 0001-519-13-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 550.00 | 550 | 0 |
| 0001-519-13-30-46004000 EQUIPMENT MAINTENANCE | 10,000.00 | 10,000 | 0 |
| TOTAL OPERATING | <u>90,550.00</u> | <u>127,550.00</u> | <u>37,000.00</u> |
| PALMETTO BAY PARK | | | |
| 0001-519-14-30-34003002 WASTE HAULERS | 21,000.00 | 21,000 | 0 |
| 0001-519-14-30-46001001 LANDSCAPE MAINTENANCE | 17,000.00 | 24,500 | 7,500 |
| 0001-519-14-30-46002001 FACILITIES MAINTENANCE - GENERAL | 43,000.00 | 49,000 | 6,000 |
| 0001-519-14-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 400.00 | 400 | 0 |
| 0001-519-14-30-46004000 EQUIPMENT MAINTENANCE | 5,000.00 | 5,000 | 0 |
| TOTAL OPERATING | <u>86,400.00</u> | <u>99,900.00</u> | <u>13,500.00</u> |
| PERRINE WAYSIDE DOG PARK | | | |
| 0001-519-15-30-34003002 WASTE HAULERS | 7,500.00 | 8,000 | 500 |
| 0001-519-15-30-46001001 LANDSCAPE MAINTENANCE | 4,000.00 | 3,000 | (1,000) |
| 0001-519-15-30-46002001 FACILITIES MAINTENANCE - GENERAL | 8,000.00 | 5,000 | (3,000) |
| TOTAL OPERATING | <u>19,500.00</u> | <u>16,000.00</u> | <u>(3,500.00)</u> |
| THALATTA ESTATES | | | |
| 0001-519-16-30-34003002 WASTE HAULERS | 8,000.00 | 13,000 | 5,000 |
| 0001-519-16-30-46001001 LANDSCAPE MAINTENANCE | 7,500.00 | 12,000 | 4,500 |
| 0001-519-16-30-46002001 FACILITIES MAINTENANCE - GENERAL | 15,000.00 | 15,000 | 0 |
| 0001-519-16-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 500.00 | 500 | 0 |
| 0001-519-16-30-46004000 EQUIPMENT MAINTENANCE | 2,500.00 | 2,500 | 0 |
| TOTAL OPERATING | <u>33,500.00</u> | <u>43,000.00</u> | <u>9,500.00</u> |
| LUDOVICI PARK | | | |
| 0001-519-17-30-46001001 LANDSCAPE MAINTENANCE | 2,000.00 | 3,000 | 1,000 |
| 0001-519-17-30-46002001 FACILITIES MAINTENANCE - GENERAL | 13,000.00 | 13,000 | 0 |
| 0001-519-17-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 100.00 | 100 | 0 |
| TOTAL OPERATING | <u>15,100.00</u> | <u>16,100.00</u> | <u>1,000.00</u> |
| PERRINE COMMUNITY HOUSE | | | |
| 0001-519-30-30-34003001 JANITORIAL | 0.00 | 2,500 | 2,500 |
| 0001-519-30-30-34003002 WASTE HAULERS | 500.00 | 500 | 0 |
| 0001-519-30-30-46001001 LANDSCAPE MAINTENANCE | 5,000.00 | 5,000 | 0 |
| 0001-519-30-30-46002001 FACILITIES MAINTENANCE - GENERAL | 5,000.00 | 5,000 | 0 |
| 0001-519-30-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 500.00 | 500 | 0 |
| TOTAL OPERATING | <u>11,000.00</u> | <u>13,500.00</u> | <u>2,500.00</u> |
| FACILITIES AND MAINTENANCE | | | |
| 0001-519-49-10-12001000 SALARIES AND WAGES REGULAR | 677,827.00 | 420,660 | (257,167) |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|---|---------------------|-------------------|---------------------|-------------------------------------|
| 0001-519-49-10-12002000 PART TIME SALARIES AND WAGES | 0.00 | 67,167 | 67,167 | |
| 0001-519-49-10-13001000 OTHER WAGES | 3,000.00 | 2,000 | (1,000) | |
| 0001-519-49-10-14001000 REGULAR OVERTIME | 10,000.00 | 5,000 | (5,000) | |
| 0001-519-49-10-21001000 FICA TAXES | 51,854.00 | 37,318 | (14,536) | |
| 0001-519-49-10-22001000 RETIREMENT CONTRIBUTION | 81,339.00 | 50,500 | (30,839) | |
| 0001-519-49-10-23001000 HEALTH AND LIFE | 239,200.00 | 134,550 | (104,650) | Eliminate 5 vacancies to fund Parks |
| TOTAL PERSONNEL | <u>1,063,220.00</u> | <u>717,195.00</u> | <u>(346,025.00)</u> | |
| 0001-519-49-30-34003001 JANITORIAL | 45,000.00 | 45,000 | 0 | |
| 0001-519-49-30-34003002 WASTE HAULERS | 6,000.00 | 6,000 | 0 | |
| 0001-519-49-30-34008000 ALARM MONITORING | 750.00 | 5,500 | 4,750 | |
| 0001-519-49-30-40001000 TRAVEL AND PER DIEM | 750.00 | 750 | 0 | |
| 0001-519-49-30-46001001 LANDSCAPE MAINTENANCE | 32,500.00 | 32,500 | 0 | |
| 0001-519-49-30-46002001 FACILITIES MAINTENANCE - GENERAL | 60,000.00 | 60,000 | 0 | |
| 0001-519-49-30-46002002 FACILITIES MAINTENANCE - REPAIRS | 15,000.00 | 15,000 | 0 | |
| 0001-519-49-30-46002003 FACILITIES MAINTENANCE - PEST CONTROL | 500.00 | 500 | 0 | |
| 0001-519-49-30-46003000 VEHICLE MAINTENANCE | 6,500.00 | 6,500 | 0 | |
| 0001-519-49-30-46004000 EQUIPMENT MAINTENANCE | 5,000.00 | 5,000 | 0 | |
| 0001-519-49-30-51001000 OFFICE SUPPLIES-GENERAL | 500.00 | 500 | 0 | |
| 0001-519-49-30-52001000 GENERAL OPERATING SUPPLIES | 9,000.00 | 9,000 | 0 | |
| 0001-519-49-30-52002000 UNIFORMS AND BADGES | 1,000.00 | 1,000 | 0 | |
| 0001-519-49-30-52003003 FLEET OPERATIONS | 20,000.00 | 20,000 | 0 | |
| 0001-519-49-30-52004000 FURNITURE AND EQUIPMENT | 2,000.00 | 2,000 | 0 | |
| 0001-519-49-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 500.00 | 500 | 0 | |
| 0001-519-49-30-55001000 PROFESSIONAL DEVELOPMENT | 1,000.00 | 1,000 | 0 | |
| TOTAL OPERATING | <u>206,000.00</u> | <u>210,750.00</u> | <u>4,750.00</u> | |
| TOTAL FACILITES AND MAINTENANCE | <u>1,525,270</u> | <u>1,243,995</u> | <u>(281,275)</u> | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget |
|---|-------------------|-------------------|---------------------|
| POLICE | | | |
| 0001-521-09-30-34004001 PATROL OFFICERS | 8,185,000.00 | 8,185,000.00 | 0 |
| 0001-521-09-30-34004003 SCHOOL CROSSING GUARDS | 95,000.00 | 45,000.00 | (50,000) |
| 0001-521-09-30-40001000 TRAVEL AND PER DIEM | 2,000.00 | 2,000.00 | 0 |
| 0001-521-09-30-44003001 PHOTOCOPIER RENTAL | 3,200.00 | 3,200.00 | 0 |
| 0001-521-09-30-46004000 EQUIPMENT MAINTENANCE | 2,500.00 | 2,500.00 | 0 |
| 0001-521-09-30-47001000 PRINTING AND BINDING | 200.00 | 200.00 | 0 |
| 0001-521-09-30-48004000 OFFICER FRIENDLY | 5,000.00 | 5,000.00 | 0 |
| 0001-521-09-30-51001000 OFFICE SUPPLIES-GENERAL | 4,000.00 | 4,000.00 | 0 |
| 0001-521-09-30-52001000 GENERAL OPERATING SUPPLIES | 5,000.00 | 5,000.00 | 0 |
| 0001-521-09-30-52002000 UNIFORMS AND BADGES | 1,000.00 | 1,000.00 | 0 |
| 0001-521-09-30-52004000 FURNITURE AND EQUIPMENT | 750.00 | 750.00 | 0 |
| 0001-521-09-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSHP | 750.00 | 750.00 | 0 |
| 0001-521-09-30-55001000 PROFESSIONAL DEVELOPMENT | 1,500.00 | 1,500.00 | 0 |
| 0001-521-09-30-99001000 CONTINGENCIES | 3,100.00 | 3,100.00 | 0 |
| TOTAL POLICE | 8,309,000 | 8,259,000 | (50,000) |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|--|-------------------|-------------------|---------------------|--------------------------|
| PARK AND RECREATION ADMINISTRATION | | | | |
| 0001-572-12-10-12001000 SALARIES AND WAGES REGULAR | 190,486.00 | 115,486 | (75,000) | Reallocate Parks Manager |
| 0001-572-12-10-13001000 OTHER WAGES | 1,000.00 | 1,937 | 937 | |
| 0001-572-12-10-14001000 REGULAR OVERTIME | 0.00 | 1,000 | 1,000 | |
| 0001-572-12-10-21001000 FICA TAXES | 8,835.00 | 8,835 | 0 | |
| 0001-572-12-10-22001000 RETIREMENT CONTRIBUTION | 13,858.00 | 13,858 | 0 | |
| 0001-572-12-10-23001000 HEALTH AND LIFE | 26,910.00 | 26,910 | 0 | |
| TOTAL PERSONNEL | 241,089.00 | 168,026.00 | (73,063.00) | |
| | | | | |
| 0001-572-12-30-31002001 GENERAL SERVICES | 500.00 | 500 | 0 | |
| 0001-572-12-30-34002001 ADMINISTRATIVE TEMP | 1,500.00 | 1,500 | 0 | |
| 0001-572-12-30-40001000 TRAVEL AND PER DIEM | 1,000.00 | 1,000 | 0 | |
| 0001-572-12-30-47001000 PRINTING AND BINDING | 20,000.00 | 20,000 | 0 | |
| 0001-572-12-30-48005000 SPECIAL EVENTS | 135,000.00 | 90,000 | (45,000) | |
| 0001-572-12-30-52001000 GENERAL OPERATING SUPPLIES | 1,000.00 | 1,000.00 | 0 | |
| 0001-572-12-30-52002000 UNIFORMS AND BADGES | 4,000.00 | 4,000.00 | 0 | |
| 0001-572-12-30-54001000 PUBLICATIONS SUBSCRIPT MEMBRSH P | 1,000.00 | 1,000.00 | 0 | |
| 0001-572-12-30-55001000 PROFESSIONAL DEVELOPMENT | 1,000.00 | 1,000.00 | 0 | |
| TOTAL OPERATING | 165,000.00 | 120,000.00 | (45,000.00) | |
| TOTAL PARK ADMINISTRATION | 406,089.00 | 288,026.00 | (118,063.00) | |
| | | | | |
| CORAL REEF PARK | | | | |
| 0001-572-13-10-12001000 SALARIES AND WAGES REGULAR | 96,536.00 | 96,536 | 0 | |
| 0001-572-13-10-12002000 PART TIME SALARIES AND WAGES | 97,287.00 | 140,549 | 43,262 | Restore Part Time hours |
| 0001-572-13-10-12003000 TEMPORARY SALARIES AND WAGES | 72,000.00 | 0 | (72,000) | |
| 0001-572-13-10-13001000 OTHER WAGES | 2,000.00 | 3,024 | 1,024 | |
| 0001-572-13-10-14001000 REGULAR OVERTIME | 0.00 | 1,000 | 1,000 | |
| 0001-572-13-10-21001000 FICA TAXES | 20,216.00 | 19,936 | (280) | |
| 0001-572-13-10-22001000 RETIREMENT CONTRIBUTION | 15,309.00 | 11,584 | (3,725) | |
| 0001-572-13-10-23001000 HEALTH AND LIFE | 23,173.00 | 15,180 | (7,993) | |
| TOTAL PERSONNEL | 326,521.00 | 287,809.00 | (38,712.00) | |
| | | | | |
| 0001-572-13-30-34002003 SECURITY SERVICES | 10,000.00 | 20,000 | 10,000 | Keeping security service |
| 0001-572-13-30-34008000 ALARM MONITORING | 2,000.00 | 2,000 | 0 | |
| 0001-572-13-30-41001000 TELEPHONE SERVICE | 4,000.00 | 4,750 | 750 | |
| 0001-572-13-30-43001000 ELECTRIC | 20,000.00 | 20,000 | 0 | |
| 0001-572-13-30-43002000 WATER | 3,500.00 | 3,500 | 0 | |
| 0001-572-13-30-44003000 EVENT RENTAL/SUPPLIES | 27,365.00 | 27,365 | 0 | |
| 0001-572-13-30-52001000 GENERAL OPERATING SUPPLIES | 28,000.00 | 28,000 | 0 | |
| 0001-572-13-30-52004000 FURNITURE AND EQUIPMENT | 5,000.00 | 5,000 | 0 | |
| 0001-572-13-30-52005001 SUMMER CAMP SUPPLIES | 35,000.00 | 0 | (35,000) | |
| TOTAL OPERATING | 134,865.00 | 110,615.00 | (24,250.00) | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | <u>Adopted Budget</u> | <u>Amended Budget</u> | <u>Change In Budget</u> | |
|--|---------------------------|---------------------------|-----------------------------|---|
| TOTAL CORAL REEF PARK | 461,386.00 | 398,424.00 | (62,962.00) | |
| PALMETTO BAY PARK | | | | |
| 0001-572-14-10-12001000 SALARIES AND WAGES REGULAR | 56,792.00 | 86,182 | 29,390 | Reallocate Parks Manager |
| 0001-572-14-10-12002000 PART TIME SALARIES AND WAGES | 72,319.00 | 151,072 | 78,753 | Restore Part Time hours |
| 0001-572-14-10-13001000 OTHER WAGES | 0.00 | 1,000 | 1,000 | |
| 0001-572-14-10-14001000 REGULAR OVERTIME | 0.00 | 1,000 | 1,000 | |
| 0001-572-14-10-21001000 FICA TAXES | 14,325.00 | 18,150 | 3,825 | |
| 0001-572-14-10-22001000 RETIREMENT CONTRIBUTION | 9,765.00 | 10,341 | 576 | |
| 0001-572-14-10-23001000 HEALTH AND LIFE | 14,750.00 | 14,750 | 0 | |
| TOTAL PERSONNEL | 167,951.00 | 282,495.00 | 114,544.00 | |
| 0001-572-14-30-34002003 SECURITY SERVICES | 10,000.00 | 16,000 | 6,000 | Keeping security service |
| 0001-572-14-30-34008000 ALARM MONITORING | 2,100.00 | 2,100.00 | 0 | |
| 0001-572-14-30-41001000 TELEPHONE SERVICE | 2,000.00 | 2,000.00 | 0 | |
| 0001-572-14-30-41002000 INTERNET SERVICE | 2,000.00 | 2,000.00 | 0 | |
| 0001-572-14-30-43001000 ELECTRIC | 31,000.00 | 31,000.00 | 0 | |
| 0001-572-14-30-43002000 WATER | 3,000.00 | 3,000.00 | 0 | |
| 0001-572-14-30-52001000 GENERAL OPERATING SUPPLIES | 20,000.00 | 20,000.00 | 0 | |
| 0001-572-14-30-52004000 FURNITURE AND EQUIPMENT | 500.00 | 500.00 | 0 | |
| 0001-572-14-30-52005002 CONCESSION SUPPLIES | 1,000.00 | 1,000.00 | 0 | |
| 0001-572-14-30-52005003 TOURNAMENT/LEAGUE EXPENDITURES | 1,000.00 | 25,000.00 | 24,000 | |
| TOTAL OPERATING | 72,600.00 | 102,600.00 | 30,000.00 | |
| TOTAL PALMETTO BAY PARK | 240,551.00 | 385,095.00 | 144,544.00 | |
| PERRINE WAYSIDE DOG PARK | | | | |
| 0001-572-15-30-41002000 INTERNET SERVICE | 1,650.00 | 1,650.00 | 0 | |
| 0001-572-15-30-43001000 ELECTRIC | 3,000.00 | 3,000.00 | 0 | |
| 0001-572-15-30-43002000 WATER | 500.00 | 500.00 | 0 | |
| 0001-572-15-30-52001000 GENERAL OPERATING SUPPLIES | 7,500.00 | 7,500.00 | 0 | |
| TOTAL WAYSIDE DOG PARK | 12,650.00 | 12,650.00 | 0.00 | |
| THALATTA ESTATES | | | | |
| 0001-572-16-10-12001000 SALARIES AND WAGES REGULAR | 56,447.00 | 125,768 | 69,321 | Restore Reservation Specialist and reallocate Parks Manager |
| 0001-572-16-10-12002000 PART TIME SALARIES AND WAGES | 28,464.00 | 48,964 | 20,500 | Restore Part Time hours |
| 0001-572-16-10-13001000 OTHER WAGES | 0.00 | 2,003 | 2,003 | |
| 0001-572-16-10-14001000 REGULAR OVERTIME | 0.00 | 1,532 | 1,532 | |
| 0001-572-16-10-21001000 FICA TAXES | 6,325.00 | 13,367 | 7,042 | |
| 0001-572-16-10-22001000 RETIREMENT CONTRIBUTION | 6,500.00 | 15,092 | 8,592 | |
| 0001-572-16-10-23001000 HEALTH AND LIFE | 16,435.00 | 38,869 | 22,434 | |
| TOTAL PERSONNEL | 114,171.00 | 245,595.00 | 131,424.00 | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|--|-------------------|-------------------|---------------------|--|
| 0001-572-16-30-34002002 VALET SERVICES | 35,500.00 | 20,000.00 | (15,500) | |
| 0001-572-16-30-34002003 SECURITY SERVICES | 22,000.00 | 11,000.00 | (11,000) | |
| 0001-572-16-30-34008000 ALARM MONITORING | 2,200.00 | 2,200.00 | 0 | |
| 0001-572-16-30-41001000 TELEPHONE SERVICE | 3,000.00 | 6,000.00 | 3,000 | |
| 0001-572-16-30-41002000 INTERNET SERVICE | 3,200.00 | 5,250.00 | 2,050 | |
| 0001-572-16-30-43001000 ELECTRIC | 11,000.00 | 11,000.00 | 0 | |
| 0001-572-16-30-43002000 WATER | 1,200.00 | 1,200.00 | 0 | |
| 0001-572-16-30-44003002 EVENT EQUIPMENT/SUPPLY RENTAL | 3,500.00 | 3,500.00 | 0 | |
| 0001-572-16-30-44003003 EVENT PARKING RENTAL | 24,000.00 | 24,000.00 | 0 | |
| 0001-572-16-30-48003000 VILLAGE PROMOTION | 0.00 | 200.00 | 200 | |
| 0001-572-16-30-48005001 COMMUNITY EDUCATIONAL CLASSES/LECTURES | 4,000.00 | 4,000.00 | 0 | |
| 0001-572-16-30-52001000 GENERAL OPERATING SUPPLIES | 10,000.00 | 15,000.00 | 5,000 | |
| 0001-572-16-30-52004000 FURNITURE AND EQUIPMENT | 5,000.00 | 5,000.00 | 0 | |
| TOTAL OPERATING | <u>124,600.00</u> | <u>108,350.00</u> | <u>(16,250.00)</u> | |
| TOTAL THALATTA ESTATES | <u>238,771.00</u> | <u>353,945.00</u> | <u>115,174.00</u> | |
| LUDOVICI PARK | | | | |
| 0001-572-17-10-12001000 SALARIES AND WAGES REGULAR | 50,629.00 | 59,345 | 8,716 | Restore Reservation Specialist and Parks Manager |
| 0001-572-17-10-12002000 PART TIME SALARIES AND WAGES | 22,725.00 | 30,603 | 7,878 | Restore Part Time hours |
| 0001-572-17-10-13001000 OTHER WAGES | 0.00 | 1,257 | 1,257 | |
| 0001-572-17-10-14001000 REGULAR OVERTIME | 0.00 | 1,275 | 1,275 | |
| 0001-572-17-10-21001000 FICA TAXES | 6,400.00 | 6,881 | 481 | |
| 0001-572-17-10-22001000 RETIREMENT CONTRIBUTION | 5,800.00 | 7,121 | 1,321 | |
| 0001-572-17-10-23001000 HEALTH AND LIFE | 13,500.00 | 16,445 | 2,945 | |
| TOTAL PERSONNEL | <u>99,054.00</u> | <u>122,927.00</u> | <u>23,873.00</u> | |
| 0001-572-17-30-34008000 ALARM MONITORING | 1,800.00 | 1,800.00 | 0 | |
| 0001-572-17-30-41001000 TELEPHONE SERVICE | 1,800.00 | 1,800.00 | 0 | |
| 0001-572-17-30-41002000 INTERNET SERVICE | 2,000.00 | 2,000.00 | 0 | |
| 0001-572-17-30-43001000 ELECTRIC | 18,000.00 | 18,000.00 | 0 | |
| 0001-572-17-30-43002000 WATER | 4,000.00 | 4,000.00 | 0 | |
| 0001-572-17-30-52001000 GENERAL OPERATING SUPPLIES | 800.00 | 800.00 | 0 | |
| 0001-572-17-30-52004000 FURNITURE AND EQUIPMENT | 1,000.00 | 1,000.00 | 0 | |
| TOTAL OPERATING | <u>29,400.00</u> | <u>29,400.00</u> | <u>0.00</u> | |
| TOTAL LUDOVICI PARK | <u>128,454.00</u> | <u>152,327.00</u> | <u>23,873.00</u> | |
| TENNIS CENTER | | | | |
| 0001-572-18-10-12001000 SALARIES AND WAGES REGULAR | 0.00 | 10.00 | 10 | |
| 0001-572-18-10-12002000 PART TIME SALARIES AND WAGES | 58,409.00 | 58,409.00 | 0 | |
| 0001-572-18-10-12003000 TEMPORARY SALARIES AND WAGES | 3,000.00 | 30,500.00 | 27,500 | Summer Camp |
| 0001-572-18-10-14001000 REGULAR OVERTIME | 0.00 | 0.00 | 0 | |

ATTACHMENT B
VILLAGE OF PALMETTO BAY
FISCAL YEAR 2019-2020
BUDGET AMENDMENT

| | Adopted Budget | Amended Budget | Change In Budget | |
|---|---------------------|---------------------|---------------------|-------------|
| 0001-572-18-10-21001000 FICA TAXES | 4,100.00 | 4,100.00 | 0 | |
| TOTAL PERSONNEL | <u>65,509.00</u> | <u>93,019.00</u> | <u>27,510.00</u> | |
| 0001-572-18-30-34009001 COACHES-TENNIS | 120,000.00 | 120,000.00 | 0 | |
| 0001-572-18-30-34009003 COACHES-AFTER SCHOOL | 7,500.00 | 7,500.00 | 0 | |
| 0001-572-18-30-34009004 COACHES-TENNIS CAMP | 5,000.00 | 20,000.00 | 15,000 | Summer Camp |
| 0001-572-18-30-41002000 INTERNET SERVICE | 3,000.00 | 3,000.00 | 0 | |
| 0001-572-18-30-43001000 ELECTRIC | 10,000.00 | 10,000.00 | 0 | |
| 0001-572-18-30-52001000 GENERAL OPERATING SUPPLIES | 1,000.00 | 1,000.00 | 0 | |
| 0001-572-18-30-52005004 TENNIS SUMMER CAMP SUPPLIES | 500.00 | 500.00 | 0 | |
| TOTAL OPERATING | <u>147,000.00</u> | <u>162,000.00</u> | <u>15,000.00</u> | |
| TOTAL TENNIS CENTER | <u>212,509.00</u> | <u>255,019.00</u> | <u>42,510.00</u> | |
| PERRINE COMMUNITY HOUSE | | | | |
| 0001-572-30-30-34002003 SECURITY SERVICES | 5,000.00 | 1,300.00 | (3,700) | |
| 0001-572-30-30-34008000 ALARM MONITORING | 750.00 | 750.00 | 0 | |
| 0001-572-30-30-43001000 ELECTRIC | 3,025.00 | 3,025.00 | 0 | |
| 0001-572-30-30-43002000 WATER | 1,400.00 | 1,400.00 | 0 | |
| 0001-572-30-30-44002000 RENTAL MUNICIPAL FACILITIES | 6,100.00 | 6,100.00 | 0 | |
| 0001-572-30-30-52001000 GENERAL OPERATING SUPPLIES | 4,000.00 | 4,000.00 | 0 | |
| 0001-572-30-30-52004000 FURNITURE AND EQUIPMENT | 500.00 | 500.00 | 0 | |
| TOTAL COMMUNITY HOUSE | <u>20,775.00</u> | <u>17,075.00</u> | <u>(3,700.00)</u> | |
| TOTAL PARKS AND RECREATION | <u>1,721,185.00</u> | <u>1,862,561.00</u> | <u>141,376.00</u> | |
| TOTAL REVENUES | 15,259,094.00 | 15,633,802.72 | | |
| TOTAL EXPENDITURES | 15,070,361.00 | 15,671,472.00 | | |
| GRAND EXCESS OF REVENUES OVER EXPENDITURES | 188,733.00 | (37,669.28) | | |

ATTACHMENT C

| VILLAGE POSITION DETAIL | FY 16-17 Final | | FY 17-18 Final | | FY 18-19 Final | | FY 19-20 Adopted | | FY 19-20 Amended | |
|--------------------------------------|-------------------|------------|-------------------|------------|-------------------|------------|---------------------|------------|---------------------|------------|
| | PT | FT | PT | FT | PT | FT | PT | FT | PT | FT |
| Office of the Village Manager | | | | | | | | | | |
| Village Manager | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Deputy Manager | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Assistant to the Manager | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Executive Assistant | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Admin. Aide/Receptionist | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Procurement Specialist | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 |
| Architectural & Graphic Designer | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Total Positions | 0.0 | 6.0 | 0.0 | 6.0 | 0.0 | 6.0 | 0.0 | 5.0 | 0.0 | 6.0 |



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Increase of Stormwater Utility Fees – 1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; ESTABLISHING OCTOBER 1, 2020 AS THE EFFECTIVE DATE OF THE NEW STORMWATER FEE AMOUNT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

On July 11, 2005, via Resolution No. 2005-50 (Attachment “A”), the Village of Palmetto Bay established its own stormwater utility system and committed to implementing the provisions of Miami-Dade County Section 403.0893 (1), (2), or (3) of the Florida Statutes, by adopting stormwater utility fees enough to plan, construct, operate and maintain a stormwater management system. Consequently Ordinance 06-07 (Attachment “B”) established the Village’s Stormwater Utility. Since then, the Village has constructed, owned, operated and maintained an extensive public stormwater management system to collect and manage stormwater to protect the health, safety and welfare of its citizens.

The Stormwater Utility fees and categories set forth in Section 15.107 of the Code has not been amended since the Ordinance was implemented in 2006. The Village Council now desires to assess an equitable fee for all developed and undeveloped properties that relate to, use, are serviced by, or are benefited by such Stormwater Management System to provide a dedicated funding source for the ongoing expenses associated with the Capital Improvement Program.

Based upon the eleven major Capital Improvement Projects recommended for implementation (Attachment “C”), (of which only one, Sub Basin 59/60 has been completed) and annual expenses related to ongoing maintenance of the existing stormwater system, an increase of \$4.00 per month is recommended, for continued operation and maintenance. However, options for a \$2.00 and a \$6.00 increase have

also been submitted for your consideration. The changes are to become effective October 1, 2020. Stormwater management utility fees shall be invoiced and collected as a separate line item on utility account bills. The village is authorized to utilize Miami-Dade County as an acceptable third party to perform billing services.

FISCAL IMPACT:

The increase of \$4.00 per month per ERU would provide an increase for the Village Stormwater Utility, of approximately \$800,000 of additional revenue per fiscal year.

ATTACHMENTS:

- Attachment A: Resolution 2005-50
- Attachment B: Ordinance
- Attachment C: Recommended Stormwater Capital Improvement Projects
- Attachment D: Stormwater Utility Rate Comparison Chart

1 ongoing expenses associated with the Capital Improvement Program
2 and the annual expenses related to ongoing Operation and
3 Maintenance of existing systems; and
4

5 **WHEREAS**, the Village Council hereby determines that based
6 upon the major Capital Improvement Projects recommended for
7 implementation and the annual expenses related to ongoing
8 maintenance of the existing systems, the increased costs of operating
9 and maintaining the Stormwater Utility necessities an increase in the
10 Stormwater Utility Fees at this time.

11
12 **NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE**
13 **OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
14

15 **Section 1.** Article III, Storm- water Management, section 15-107,
16 "Fee schedule and payment," subsection (a), of the Village Code, is
17 hereby amended as follows:
18

19 The Village service fee per ERU billing shall be \$8.00 per month.
20 Stormwater management utility fees shall be invoiced and collected as
21 a separate line item on utility account bills. The Village is authorized to
22 utilize Miami-Dade County as an acceptable third party to perform
23 billing services.
24

25 **Section 2. Effective Date.** This amendment shall take effect on
26 October 1, 2020.
27

28 **PASSED ON FIRST READING** this ____ day of _____ 2020.
29

30 **PASSED** and **ADOPTED** this ____ day of _____, 2020.
31

32 Attest:
33
34

35 _____
36 **Missy Arocha**
37 **Village Clerk**
38

35 _____
36 **Karyn Cunningham**
37 **Mayor**
38

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 **John Dellagloria**
8 **Village Attorney**

9
10

11 **FINAL VOTE AT ADOPTION:**

12
13
14
15
16
17
18
19
20
21

Council Member Patrick Fiore _____
Council Member David Singer _____
Council Member Marsha Matson _____
Vice-Mayor John DuBois _____
Mayor Karyn Cunningham _____

ATTACHMENT "A"

**Resolution No. 2005-50:
Establishment of Stormwater Utility System**

ATTACHMENT "B"

Ordinance for Stormwater Management

Code of Ordinances



Palmetto Bay, Florida - Code of Ordina... / Chapter 15 - ENVIRONMENT / ARTICLE III. - STORMWATER MANA...



Palmetto Bay, FL Code of Ordinances

CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA

SUPPLEMENT HISTORY TABLE

■ VILLAGE OF PALMETTO BAY - VILLAGE CHARTER

CHARTER COMPARATIVE TABLE

■ Chapter 1 - GENERAL PROVISIONS

■ Chapter 2 - ADMINISTRATION

■ Chapters 5 - BUILDING AND BUILDING REGULATIONS

■ Chapter 6 - BUSINESSES

■ Chapter 10 - ELECTIONS

■ Chapter 14 - EMERGENCY SERVICES

■ Chapter 15 - ENVIRONMENT

■ ARTICLE I. - IN GENERAL

Secs. 15-1—15-50. - Reserved.

■ ARTICLE II. - RESERVED

■ ARTICLE III. - STORMWATER MANAGEMENT

■ ARTICLE IV. - WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT

■ ARTICLE V. - EXPANDED POLYSTYRENE "STYROFOAM" FOOD SERVICE ARTICLES

■ Chapter 17 - GREEN CORRIDOR PAGE DISTRICT



Code of Ordinances **Chapter 19 - OFFENSES AND MISCELLANEOUS PROVISIONS**



- Chapter 20 - PARKS AND RECREATION
- Chapter 21 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
- Chapter 22 - SECONDHAND GOODS
- Chapter 26 - TAXATION
- Chapter 27 - LOT MAINTENANCE AND ABANDONED PROPERTY
- Chapter 28 - TRAFFIC
- Chapter 29 - UTILITIES
- Chapter 30 - ZONING
- Chapter 31 - ANNEXATIONS

APPENDIX A - FEE SCHEDULE

APPENDIX B. - FLORIDA BUILDING CODE AMENDMENTS

CODE COMPARATIVE TABLE ORDINANCES

STATE LAW REFERENCE TABLE

< Sec. 14-88. - Penalty.

Chapter 17 - GREEN CORRIDOR PACE DISTRICT >

Chapter 15 - ENVIRONMENT^[1]



ARTICLE I. - IN GENERAL



Secs. 15-1—15-50. - Reserved.



ARTICLE II. - RESERVED^[2]



Secs. 15-51—15-100. - Reserved.

< Prev Hit

Next Hit >



Code of Ordinances

ARTICLE III. - STORMWATER MANAGEMENT



Sec. 15-101. - Purpose. ⋮

It is the purpose and intent of the village to create a municipal stormwater utility pursuant to F.S. § 403.0893(1), as amended from time to time, and to establish stormwater utility fees to be levied against all developed property in the village in the amounts sufficient to plan, control, operate and maintain the village's stormwater management system pursuant to F.S. § 403.0891(3).

(Ord. No. 06-07, § 2(.1), 5-1-2006)

Sec. 15-102. - Construction. ⋮

This article shall be liberally construed to protect the public health, safety, and welfare, and to effectuate the purposes set forth herein.

(Ord. No. 06-07, § 2(.2), 5-1-2006)

Sec. 15-103. - Definitions. ⋮

For purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Developed property means real property within the village on which improvements have been made to foster commercial, residential or civic use, and/or any property on which impervious structures have been placed. For new construction, a property shall be considered developed for purposes of this article: (1) upon issuance of a certificate of occupancy or upon completion of construction or final inspection if no such certificate is issued; or (2) where construction is at least 50 percent complete and construction is halted for a period of three months.

Equivalent residential unit ("ERU") means the representative average impervious area of single-family residential property located in the village.

Impervious area means any part of any parcel of land that has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall. This includes areas that have been cleared, graded, paved, graveled, or compacted, or covered with structures. Excluded are all lawns, landscape areas, and gardens or farming areas.

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Manager means the village manager or his/her designee.

Code of Ordinances



Multi-family property means all residential development not classified as single-family residential.

Nonresidential property means all property not zoned or used as single-family or multi-family residential property as defined in this article.

Residential property means any later parcel developed exclusively for residential purposes, including but not limited to, single-family homes, manufactured homes, multi-family apartment buildings and condominiums and transient rentals such as hotels and motels.

Single-family property means all single-family detached residential dwelling structures. All other residential development shall be classified as multi-family.

Stormwater means the part of precipitation that travels over natural, altered, or improved surfaces to the nearest stream, canal, or channel or impoundment and may appear in surface waters.

Stormwater management plan means an approved plan for receiving, handling, and transporting storm and surface waters within the village stormwater management system.

Stormwater management utility director means the designee of the village manager responsible for implementing the stormwater management utility function.

Stormwater management system means all natural and manmade elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet location internal or external to the boundaries of the village. The stormwater management system includes all pipes, channels, streams, canals, ditches, wetlands, sinkholes, detention/retention basins, ponds, secondary canals and their rights-of-way, and other stormwater conveyance and treatment facilities, whether public or private.

Undeveloped property means all real property within the village which does not meet the definition of developed property.

(Ord. No. 06-07, § 2(.3), 5-1-2006)

Sec. 15-104. - Utility established.



(a)

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Code of Ordinances There is hereby created and established a stormwater management utility program, which shall provide the operational means of implementing and carrying out the functional requirements of the stormwater management system. The stormwater management utility program shall be part of the overall utility systems of the village.

- (b) The governing body of the stormwater utility program shall be the village council.
- (c) The utility, acting through its governing body, shall be responsible for the operation, maintenance, and governance of the village stormwater utility to plan, construct, operate and maintain stormwater management systems set forth in the local program required pursuant to F.S. § 403.0891(3).
- (d) The village manager shall be the director of the utility.
- (e) The organization and operating procedures of the utility shall be prescribed by administrative orders and regulations of the village manager.

(Ord. No. 06-07, § 2(.4), 5-1-2006)

Sec. 15-105. - Customer base.

All real property within the jurisdictional boundaries of the village shall be subject to stormwater management utility fees unless specifically exempted. The fees shall apply to all tax-exempt properties, including properties of federal, state, village, and county agencies and nonprofit organizations.

(Ord. No. 06-07, § 2(.5), 5-1-2006)

Sec. 15-106. - Utility fee categories.

- (a) Stormwater management utility fees are established and amended as necessary to be sufficient to plan, construct, operate and maintain the stormwater management system, as required by F.S. § 403.0891(3). The stormwater management utility fee(s) shall be used exclusively to pay for these identified costs, in compliance with F.S. ch. 403. All lots and parcels subject to stormwater management utility fees in the village are divided into three classes as follows:
 - (1) *Single-family property*: Each single-family property shall be considered one (1.0) ERU for billing purposes.
 - (2) *Multi-family*: Each multi-family unit shall be considered as 0.6 ERU's for billing purposes.
 - (3) Houses of worship (religious facilities) classified by the Miami-Dade County Property Appraiser as land use type "71" shall be assessed a monthly utility fee which is 50 percent of the fee for nonresidential developed property calculated pursuant to subsection (4), below.

(4) *Nonresidential property*: The monthly utility fee for all nonresidential properties shall be billed and calculated in accordance with the following formula:

The value of one ERU for nonresidential property is hereby determined to be 1,548 square feet of impervious area (1,548 square feet of impervious area = 1.0 ERU). In instances where multiple utility customers occupy a developed property, the village shall implement a rational and equitable proration related to the occupancy contained thereon for billing purposes.

The utility fee shall = (Number of nonresidential ERUs) × (rate per ERU)

A minimum value of one (1.0) ERU shall be assigned to each nonresidential property.

- (b) For the purposes of calculating stormwater management utility fees, the calculation of ERUs is based upon property usage, as determined by the village and based on, but not limited by, state and county land use codes, occupational licenses, village land development regulations, and site inspections.
- (c) The number of ERUs calculated for each account shall be rounded to the nearest one hundredth of a whole number.

(Ord. No. 06-07, § 2(.6), 5-1-2006)

Sec. 15-107. - Fee schedule and payment.

- (a) The village service fee per ERU billing shall be \$4.00, per month. Stormwater management utility fees shall be invoiced and collected as a separate line item on utility account bills. The village is authorized to utilize Miami-Dade County as an acceptable third-party to perform billing services.
- (b) Invoices for stormwater management utility fees shall be payable at the same time and in the same manner as other utilities, and subject to the enforcement procedures and penalties provided in section 15-112, infra.
- (c) Separate accounts for stormwater utility services only may be established if other utilities are not furnished to the property.
- (d) The owner of the property is ultimately responsible for all stormwater management utility fees imposed under this chapter.

(Ord. No. 06-07, § 2(.7), 5-1-2006)

Sec. 15-108. - Exemptions.

The following real property located in the village shall be exempt from the imposition of stormwater management utility fees:

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- Code of Ordinances
- (a) Undeveloped property;
 - (b) Paved or improved public rights-of-way; and
 - (c) Agriculture-classified properties under agriculture uses.
- (Ord. No. *06-07*, § 2(.8), 5-1-2006)



Sec. 15-109. - Stormwater utility special revenue funds.



- (a) A stormwater management utility special revenue fund (the "fund") account into which all revenues from stormwater management utility fees, connection charges, grants, or other funding sources shall be deposited and from which all expenditures related to the stormwater management utility shall be paid, is hereby established.
 - (b) Accounting and reporting procedures shall be consistent with the General Law of Florida. Expenditures from the fund for activities that are not related to the village stormwater management utility shall not be permitted, except for a prorated charge for general government services as is in effect for other village utility operations.
 - (c) The monies within the fund shall be used for the exclusive use of the village's stormwater management utility, including but not limited to the following:
 - (1) Stormwater management services, such as studies, design, permit review, planned preparation, and development review;
 - (2) Operation, maintenance, repair, and replacement of the stormwater collection, storage, treatment, and conveyance infrastructure;
 - (3) Project cost related to constructing major or minor structural improvements to the stormwater-related infrastructure as provided in any village stormwater management plan;
 - (4) Administrative costs associated with the management of the stormwater management utility fee;
 - (5) Debt service financing of stormwater-related capital improvements defined in any village stormwater management plan including village's pro rata share of the Miami-Dade County Stormwater Utility Revenue Bond Series 1999 and Series 2004; and
 - (6) Funding of any studies, including water quantity and quality monitoring aerial photography and geotechnical work associated with the planning of stormwater-related infrastructure.
- (Ord. No. *06-07*, § 2(.9), 5-1-2006)

Sec. 15-110. - Request for adjustment.



All requests for adjustment of the stormwater management utility fee shall be submitted to the

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stormwater management utility director and shall be reviewed as follows:
Code of Ordinances



- (1) All requests shall be in writing and set forth in detail the grounds upon which an adjustment is sought. All requests shall be judged on the basis of the amount of impervious area on the lot or parcel, and/or additional or enhanced stormwater facility on or serving the lot or parcel. No credit shall be given for the installation of facilities required by county or village development codes or state stormwater regulations.
 - (2) All adjustment requests made during the first calendar year that the fee is imposed shall be reviewed by the stormwater management utility director within a one-year period from the date of submission. Any adjustments resulting from such requests shall be retroactive to the effective date of this article.
 - (3) All adjustment requests received after the first calendar year that the fee is imposed shall be reviewed by the stormwater management utility director within a four-month period from the date of submission. Any adjustments resulting from such requests shall be retroactive to the date of submission of the adjustment request, but shall not exceed one-year.
 - (4) The customer or property owner requesting the adjustment may be required, at his own cost, to provide supplemental information to the stormwater management utility director including but not limited to, backup information and analysis, historical, geological and other fact information, expert opinions, survey data, and engineering reports to substantiate customer's case. Failure to provide such information may result in a denial of the adjustment request.
- (e) The stormwater management utility director shall provide the person requesting the adjustment with a written determination of the request within the time provided herein. Any adjustment shall be prorated monthly.

(Ord. No. 06-07, § 2(.10), 5-1-2006)

Sec. 15-111. - Appeal process.



Any customer or property owner who disputes the result of a request made to the stormwater management utility director for adjustment may petition in writing to the village manager for a review of the stormwater management utility fees. The decision of the village manager shall be final.

(Ord. No. 06-07, § 2(.11), 5-1-2006)

Sec. 15-112. - Enforcement and penalties.



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- Code of Ordinances
- (a) Stormwater utility fees shall be payable when due and, if late, shall be subject to a ten percent late charge. Any unpaid balance for such fees and late charges shall be subject to an interest charge at the rate of eight percent, per annum. Imposition of the interest charge shall commence 60 days after the past due date of the fees set forth on the utility bill. Nonpayment of any portion of the stormwater utility fee shall be considered as nonpayment of all other utilities appearing on the bill and may result in the termination of all utility services appearing on the bill.
- (b) All fees, late charge(s) and interest accruing, thereupon due and owing to the utility which remain unpaid 60 days after the past due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as a lien for a special assessment. Until fully paid and discharged, said fees, late charges, and interest accrued thereupon shall be, remain, and constitute a special assessment lien equal in rank and dignity with the lien of ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for the period of five years from the date said fees, late charges, and interest accrued thereupon, become a lien as set forth in this chapter. The lien(s) may be enforced and satisfied by the village on behalf of the stormwater management utility, pursuant to F.S. ch. 173, as amended from time to time, or any other method permitted by law. The lien(s) provided for herein shall not be deemed to be in lieu of any other legal remedies available to the village and utility for recovery of the stormwater management utility fee(s), late charge(s), and accrued interest.
- (1) *Notice.* For fees which become more than 60 days past due and unpaid, the village or the stormwater management utility shall cause to be filed in the office of the Clerk of the Circuit Court of Miami-Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of the notice of lien may be mailed within a reasonable time to the owner of the property involved as shown by the records of the tax collector of the county.
- (2) *Satisfaction of liens.* Liens may be discharged and satisfied by payment to the village, on behalf of the utility, of the aggregate amounts specified in the notice of lien, together with interest accrued thereon, and all filing and recording fees. When any such lien has been fully paid or discharged, the village shall cause evidence of the satisfaction and discharge of such lien to be filed with the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida. Any person, firm, corporation, or other legal entity, other than the present owner of the

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Code of Ordinances property involved, who fully pays any such lien shall be entitled to an assignment of lien and shall be subrogated to the rights of the village and the utility with respect to the enforcement of such lien.

- (3) *Exemption to notice.* Notwithstanding other provisions to the contrary herein, the village on behalf of the stormwater management utility shall have the discretion not to file notices of lien for fees, late charges, and interest accrued thereupon in an amount less than \$100.00. If the village of the stormwater management utility elects not to file a notice of lien, said fees, late charges, and accrued interest shall remain as debts due and owing in accordance with the provisions of this article.
- (4) *Certificates verifying amount of debt.* The utility is authorized and directed to execute and deliver upon request, written certificates certifying the amount of fees(s), late charges(s), and interest accrued thereupon, which are due and owing to the utility and the village, for any developed property which is subject to pay the fee(s). The utility is also authorized and directed to execute and deliver written certificates that no fee(s), late charge(s) or accrued interest are due and owing. The certificates shall be binding upon the village and the utility. The village and utility may impose upon third parties a reasonable service charge based on administration and clerical time to research, produce and transmit said certificates.

(Ord. No. 06-07, § 2(.12), 5-1-2006)

Secs. 15-113—15-150. - Reserved.

ARTICLE IV. - WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT

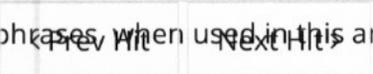
Sec. 15-151. - Intent and purpose.

It is the intent and purpose of this article to protect the water resources of the village from the harmful effects of over-utilization during periods of water shortage and allocate available water supplies by assisting the South Florida Water Management District in the implementation of its water shortage plan.

(Ord. No. 07-13, § 1(15-1), 5-7-2007)

Sec. 15-152. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings



ATTACHMENT "C"

**Recommended Stormwater Capital Improvement Projects
through year 2024**

Traffic Volumes

The ratings for this category are based on a percentage of roadway length classified as local, collector, or arterial roadways throughout the sub-basin according to the Village's Transportation Master Plan.

1 = Majority of roadways in sub-basin are local roadways

3 = Majority of roadways in sub-basin are collector roadways

5 = Majority of roadways in sub-basin are arterial roadways

The proposed CIP summary and schedule of work is contained in Table 33. Further budget detail for each of the proposed CIP projects can be found in the Drainage Sub-Basin Analysis section of this report. Budget detail for the operations and maintenance component can be found in the preceding section. The projects are recommended to be coordinated with the roadway CIP project scheduling to ensure that the drainage improvements are complete before or at the same time as the roadway improvements in the same area.

Table 33: Stormwater Capital Improvement Program Budget Summary

| Project | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | Total |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Drainage Sub-basin #11 | | | | | \$690,000 | \$170,000 | | | | | \$860,000 |
| Drainage Sub-basin #12 | | | | | | | \$420,000 | | | | \$420,000 |
| Drainage Sub-basin #39 | | | | | | | | \$670,000 | | | \$670,000 |
| Drainage Sub-basin #41 | | | | | | \$670,000 | \$170,000 | | | | \$840,000 |
| Drainage Sub-basin #42 | | | | | | | | | \$630,000 | | \$630,000 |
| Drainage Sub-basin #43 | | | \$940,000 | | | | | | | | \$940,000 |
| Drainage Sub-basin #44 | | | | | | | | | \$200,000 | \$800,000 | \$1,000,000 |
| Drainage Sub-basin #57/96 | | | | \$880,000 | \$220,000 | | | | | | \$1,100,000 |
| Drainage Sub-basin #59/60 | \$720,000 | \$180,000 | | | | | | | | | \$900,000 |
| Drainage Sub-basin #61 | | \$520,000 | | | | | | | | | \$520,000 |
| Annual O&M | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$5,520,000 |
| Total | \$1,272,000 | \$1,252,000 | \$1,492,000 | \$1,432,000 | \$1,462,000 | \$1,392,000 | \$1,142,000 | \$1,222,000 | \$1,382,000 | \$1,352,000 | \$13,400,000 |

Stormwater Utility Rate Comparison Chart

| Jurisdiction | Rate | ERU Size |
|---|--|------------------|
| Village of Palmetto Bay Proposed Rate Increase | \$4.00 (Current) \$2.00 (\$400,000) \$3.00 (\$600,000) \$4.00 (\$800,000) \$5.00 (\$900,000) \$6.00 (\$1,200,000) | 1,548 sq ft |
| Pinecrest | \$10.00 | 1,548 sq. ft. |
| Cutler Bay | \$4.00 | 1,548 sq. ft. |
| <i>Coral Gables</i> | \$16.16 | 2,346 sq. ft. |

ORDINANCE NO. 2020-____

1
2
3 **AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE**
4 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VACATION**
5 **RENTALS; PROVIDING FOR DEFINITIONS; CERTIFICATE OF USE;**
6 **RENTAL STANDARDS; DUTIES OF RESPONSIBLE PARTIES; AD-**
7 **VERTISING; PARKING; INSPECTIONS; SAFETY REQUIREMENTS**
8 **AND ENFORCEMENT; REPEALING ORDINANCE 2019-05 AND OR-**
9 **DINANCE 2019-11; PROVIDING FOR CODIFICATION, SEVERABIL-**
10 **ITY AND AN EFFECTIVE DATE.** (*Sponsored by Vice Mayor John Du-*
11 *Bois and Councilmember Marsha Matson*)

12
13 **WHEREAS**, vacation rentals through on-line hosting platforms are
14 an emerging sector providing hosts and guests a medium for home-shar-
15 ing; and

16
17 **WHEREAS**, vacation rentals must be registered and licensed with
18 the State of Florida department of Business Regulation to operate in the
19 State and in the Village; and

20
21 **WHEREAS**, if unregistered and unregulated, this can cause a neg-
22 ative impact on residential neighborhoods including excessive noise,
23 parking that overwhelms the use by residents and the accumulation of
24 trash; and

25
26 **WHEREAS**, in order to implement all the necessary rules and reg-
27 ulations to both protect the public and comply with the State regulation of
28 vacation rentals, the Council wishes to adopt the following.

29
30 **NOW THEREFORE, THE FOLLOWING ORDINANCE IS HEREBY EN-**
31 **ACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA:**

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

35
36 **Section 2.** Ordinances 2019-05 and 2019-11 are
37 repealed in their entirety.

38
39 **Section 3.** A new Section 30-60-20 is hereby
40 adopted as follows:

1
2 **Section 30-60-20: Short Term/Vacation/Transient**
3 **Rentals:**

4 Applicability and purpose. The purpose of this sec-
5 tion is to provide regulations pertaining to short term/va-
6 cation/transient rentals (Collectively "Vacation Rentals")
7 to preserve the quiet nature and atmosphere of residen-
8 tial areas and to ensure to Village residents the tranquility
9 and peaceful enjoyment of their neighborhoods. These
10 regulations shall be in addition to, and shall not supplant,
11 other provisions in this code that may apply to such rent-
12 als; in the event of a conflict, the more restrictive provision
13 shall control.

14
15 (A) *Definitions.* For purposes of this section, the fol-
16 lowing definitions shall apply:

17 (1) *Peer-to-peer or platform entity* shall mean any
18 person, service, business, company, market-
19 place, or other entity that, for a fee or other
20 consideration, provides property owners and
21 responsible parties a platform or means to of-
22 fer vacation rentals to transient occupants,
23 whether through the internet or other means.

24 (2) *Property owner* shall mean the person who, or
25 entity that, owns the property being used or oc-
26 cupied as a vacation rental.

27 (3) *Responsible party* shall mean the person or
28 entity authorized by the property owner to ob-
29 tain a Certificate of Use for a vacation rental,
30 and who will be:

31
32 (a) Responsible for ensuring compliance with
33 all regulations related to vacation rentals;
34 and

35 (b) Available to respond 24 hours per day, 7
36 days per week to any issue that arises re-
37 lating to the vacation rental. The property
38 owner may serve as responsible party.

39
40 (4) *Transient occupant* shall mean any person

1 who rents or occupies any dwelling unit or res-
2 idence or part thereof for less than two (2)
3 months or a maximum of sixty (60) days, consec-
4 utive or non-consecutive in a calendar year,
5 and any guest or invitee of such person.

6 (5) *Vacation Rental* shall mean any dwelling unit
7 or residence, including, but not limited to, any
8 unit or group of units in a townhouse, condo-
9 minium, cooperative, or apartment building,
10 that is rented in whole or in part to a transient
11 occupant for more than three (3) times a cal-
12 endar year for periods of less than 30 days or
13 one calendar month, whichever is less, or
14 which is advertised or held out to the public as
15 a place that may be rented to a guest for a pe-
16 riod less than two (2) months or a maximum of
17 sixty (60) days, consecutive for non-consecu-
18 tive. For purposes of this section, the term va-
19 cation rental is synonymous with the term
20 short-term/vacation/ transient residential
21 rental.

22
23 (B) *Certificate of Use Required.* No property owner,
24 responsible party, or peer-to-peer or platform en-
25 tity shall offer as a vacation rental, or allow any
26 person to rent or occupy as a vacation rental, any
27 property in whole or in part within the Village un-
28 less a Certificate of Use has first been obtained in
29 accordance with the provisions of this section. A
30 property may be offered as a vacation rental imme-
31 diately upon approval of an application for Certifi-
32 cate of Use, unless and until such time as the ap-
33 plication is thereafter revoked for failure to pass in-
34 spection.

35
36 (1) *Application.* A complete Certificate of Use ap-
37 plication shall be submitted online or in hard
38 copy. A peer-to-peer or platform entity may en-
39 ter into an agreement with the Village whereby
40 the peer-to-peer or platform entity agrees to

1 submit applications on behalf of responsible
2 parties. The application must be signed under
3 oath or affirmation, and shall include the follow-
4 ing:

- 5
- 6 (a) The address and legal description of the
- 7 vacation rental property;
- 8 (b) Name, address, and phone number of the
- 9 property owner;
- 10 (c) Name, address, and phone number of the
- 11 responsible party;
- 12 (d) Name and contact information for the peer-
- 13 to-peer or platform entity or entities on
- 14 which the vacation rental is, or will be,
- 15 listed for rent;
- 16 (e) A statement that the responsible party has
- 17 the permission of the property owner and
- 18 authority to offer the property as a vacation
- 19 rental and act as the responsible party;
- 20 (f) A statement as to whether the entire prop-
- 21 erty, or just a part thereof (i.e., a room or
- 22 rooms), will be used as a vacation rental;
- 23 (g) A statement that insurance coverage will
- 24 be in effect at all times while the property is
- 25 being used as a vacation rental to cover li-
- 26 ability for injury or harm to transient occu-
- 27 pants or other invitees, and acknowledging
- 28 that a standard homeowner's or renter's in-
- 29 surance policy may not necessarily provide
- 30 such liability coverage while the property is
- 31 used as a vacation rental;
- 32 (h) A statement acknowledging that the re-
- 33 sponsible party has received information
- 34 explaining that using the property as a va-
- 35 cation rental could result in loss of the
- 36 Homestead Exemption, and has provided
- 37 such information to the property owner;
- 38 (i) A statement indicating how many times,
- 39 and for how many days in all, the property
- 40 was used as a vacation rental within the

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- previous calendar year;
 - (j) A statement acknowledging that the vacation rental must be registered with the Florida Department of Revenue, for purposes of collecting and remitting applicable state taxes and all such state taxes have been, or will be, paid;
 - (k) A statement acknowledging that a vacation rental license, issued by the Florida Department of Business and Professional Regulation, or successor agency, must be obtained;
 - (l) A statement acknowledging that the property is, and will be at all times during which it is used as a vacation rental, maintained in compliance with the vacation rental standards set forth;
 - (m) An Interior Floor Plan showing layout of rental property including sleeping areas, bathrooms and kitchen, etc.;
 - (n) An Exterior Site Plan showing structures, driveway, pool, hot tub, etc.
 - (o) *Supporting documentation.* The responsible party shall maintain all required licenses, records, and other documentation sufficient to demonstrate that the statements and information required above are true and accurate. All such licenses, records, and other documentation shall be provided upon request, and failure to do so may result in the denial, suspension, or revocation of the Certificate of Use.
 - (p) Providing false or misleading information in an application for a Certificate of Use is grounds to deny or revoke the Certificate of Use.
- (1) *Annual renewal.* The Certificate of Use shall be renewed annually. A Certificate of Use may not be renewed if there are any outstanding fines or liens for violations of this code.

1 (2) *Inspection.* Prior to the issuance or renewal of
2 a Certificate of Use, the vacation rental prop-
3 erty shall be subject to inspection to ensure
4 compliance with all applicable code require-
5 ments. At the time of such inspection, the re-
6 sponsible party shall provide all licenses, rec-
7 ords, and other documentation sufficient to
8 demonstrate compliance with all requirements
9 of this section.

10 (3) Enforcement history.

11 (a) When reviewing an application to obtain or
12 renew a Certificate of Use, the Village shall
13 consider the violation history of the prop-
14 erty identified in the application. If the vio-
15 lation history shows three or more viola-
16 tions of this section within the preceding 12
17 months, the Village shall not issue or re-
18 new the Certificate of Use unless:

19 (i) All outstanding violations or liens are
20 first satisfied and corrected; and

21 (ii) A bond in the amount of \$10,000.00 is
22 provided to the Village, in the form ap-
23 proved by the Village Attorney. The
24 bond shall be subject to forfeiture for fu-
25 ture violations, as set forth in this sec-
26 tion.

27 (b) When the violation history shows three or
28 more violations of this section within the
29 preceding 12 months, the Village shall no-
30 tify the peer-to-peer or platform entity, if
31 known, of the property at which the viola-
32 tions have occurred, and the dates of the
33 violations.

34 (c) When calculating whether a vacation
35 rental property has three or more violations
36 within the preceding 12 months, if one or
37 more unresolved citations that will affect
38 the decision to issue or renew the Certifi-
39 cate of Use are pending, the Village may is-

1 sue or renew a Certificate of Use on a pro-
2 visional basis and for a limited time, which
3 may be extended for good cause shown.

4 (C) *Vacation Rental Standards*. The following vacation
5 rental standards shall govern:

6 (1) *Duties of peer-to-peer or platform entity*. For
7 each vacation rental listed or offered, a peer-
8 to-peer or platform entity shall:

9 (a) Provide notice of the requirements of this
10 section to any person or entity listing or of-
11 fering a vacation rental on its service or
12 platform;

13 (b) Only provide payment processing ser-
14 vices, or otherwise facilitate payment for a
15 vacation rental that has a valid Certificate
16 of Use in accordance with this section. A
17 peer-to-peer or platform entity shall not be
18 held liable pursuant to this subsection
19 where it:

20 (i) Requires the responsible party to have
21 applied for or obtained a Certificate of
22 Use number as a precondition to listing
23 or offering a vacation rental on its plat-
24 form;

25 (ii) Provides to the Village the Certificate of
26 Use number or application number, the
27 listing identification number associated
28 therewith, the address of the vacation
29 rental property, and the responsible par-
30 ty's name and contact information for all
31 listings on the platform; and

32 (iii) Removes any listing from the platform
33 within 10 days of notification from the
34 Village that a Certificate of Use number
35 or application number associated with
36 the listing is invalid or expired, or that
37 the enforcement history of a vacation
38 rental associated with the listing shows
39 three or more violations within the pre-
40 ceding 12 months.

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- (c) Include language in rental documents to discourage the secondary subletting of vacation rentals;
 - (d) Maintain records demonstrating that the requirements of this subsection have been satisfied, and such records shall be subject to inspection upon request, provided, however, that certain confidential information, such as social security numbers, credit card information, and names of minors, shall not be subject to inspection; and
 - (e) Make available for inspection upon request all records relating to any suspected violations of state or local law associated with any vacation rental property, provided, however, that certain confidential information, such as social security numbers, credit card information, and names of minors, shall not be subject to inspection.
- (2) *Duties of responsible party.* For each vacation rental, the responsible party shall:
- (a) Provide written notice to vacation occupants, prior to occupancy of the vacation rental, of the vacation rental standards set forth herein and other applicable laws, ordinances, or regulations concerning noise, public nuisance, vehicle parking, solid waste collection, and common area usage. This information shall also be made available to each vacation occupant inside the subject property;
 - (b) Provide notice to prospective vacation occupants at the time the subject property is listed as a vacation rental of any limitations on the property pertaining to access for the disabled;
 - (c) Provide notice to the homeowner's association or condominium/cooperative association or board, if any, that the subject property will be used as a vacation rental and

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adhere to all policies, rules, and regulations of such association or board pertaining to vacation rentals;

- (d) Ensure compliance with all provisions of this section, including the vacation rental standards set forth herein, and promptly address and report any violations of this section or of such other law or regulation of which the responsible party knows or should know to the Village or law enforcement, as appropriate, as well as to the peer-to-peer or platform entity;
- (e) Ensure that any violations regarding the rental of the property are able to be promptly addressed and resolved 24 hours a day/7 days per week; and
- (f) Maintain a register with names and dates of stay of all guests, which shall be open to inspection.

(3) *Maximum occupancy.* Maximum overnight occupancy for vacation rentals shall be up to a maximum of two persons per bedroom, plus two additional persons per property, up to a maximum of 12 persons, excluding children under three years of age. For purposes of this Subsection, "overnight" shall mean from 10:00 p.m. until 7:00 a.m. the following day. Notwithstanding the foregoing, at no time may the occupancy of a vacation rental exceed the maximum occupant load for the property under the Florida Building Code.

(4) *Responsible party residency.* The property on which a vacation rental is operated shall be a residence in which the responsible party resides for more than six months per calendar year. Nothing in this subsection shall preclude the rental of the property at the same time that the responsible party is residing there.

(5) *Solid waste handling and containment.* Solid

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waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with Village ordinances. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. For purposes of this section all solid waste containers shall be placed at curbside or other designated collection area only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

(6) *Advertising and signs.* Signs shall only be allowed to the extent permitted by the regulations in the code applicable to the relevant zoning district. Any advertisements or signs pertaining to vacation rentals that are inconsistent with the requirements, restrictions, and regulations of the Certificate of Use or these vacation rental standards shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this section.

(7) *Sexual offenders and sexual predators.*
(a) If the vacation rental property is within one thousand feet (1,000 feet) of a school, it shall be a violation to allow any person to occupy the property with knowledge that such person is a registered sexual offender or registered sexual predator in any jurisdiction. The responsible party shall be required to obtain confirmation of a nationwide search from the Miami-Dade County Police Department or other law enforcement agency that the prospective transient occupant or occupants is not a registered sexual offender or sexual predator as a result of a conviction of a sexual offense. The responsible party may call the Miami-Dade County Answer Center (311) to obtain assistance or referrals to determine whether

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a prospective transient occupant is a sexual offender or predator and to determine whether a residence is 1,000 feet from a particular school.

(b) If the vacation rental property is within 1000 feet of a school, it shall be a violation of this section for a sexual offender or sexual predator to occupy the property.

(8) *Posting of Certificate of Use. and Other Documents:* Whenever a property is being used as a vacation rental, the Certificate of Use required by this section shall be available in a conspicuous location that is clearly visible to guests within the vacation rental and shall include, at a minimum, the name, address, and phone number of the responsible party and the maximum occupancy of the vacation rental. Additionally, there shall be a posting of the times of garbage pickup, the location of the nearest hospital, a property evacuation map, and the non-emergency Police phone number.

(9) *Parking and vehicles.* All parking must comply with the requirements of the district in which it is located, and all other applicable sections of this code. In addition, all vehicles associated with the vacation rental, whether in the possession or control of the property owner, responsible party, or transient occupant, shall only be parked within a driveway or in a designated parking area on the subject property; or, where there is no such driveway or designated parking area, vehicles shall only be parked on the street or swale directly in front of the subject property. Transient occupants shall not be permitted to park more than two vehicles at any one time on the subject property or on the street or swale during the rental period. An exterior plan showing parking areas must be provided.

(10) *Noise.* All transient occupants shall abide by

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this code, which prohibits unreasonably loud, excessive, unnecessary, or unusual noise. In addition, outdoor amplified sound at a vacation rental shall not be permitted at any time.

(11) *Public nuisance.* The responsible party and all transient occupants shall abide by all applicable state and local public nuisance laws and ordinances, including, but not limited to, sections 823.05 and 823.10 of the Florida Statutes, which prohibits any place or premises from being used as the site for the unlawful sale or delivery of controlled substances, prostitution, youth and street gang activity, gambling, illegal sale or consumption of alcoholic beverages, or lewd or lascivious behavior that adversely affects the public health, safety, morals, and welfare.

(12) *Pets.* If the responsible party permits vacation occupants to have pets at the vacation rental, such pets shall be at all times secured within the property lines or on a leash but shall not be tethered. Continual nuisance barking by pets is prohibited. The keeping of pets shall be subject to the regulations of this code regarding animals.

(13) *Swimming pool safety features.* If there is a swimming pool onsite, the responsible party shall ensure that the swimming pool has in place at least one of the pool safety features listed in Section 515.27, Florida Statutes, (i.e., pool safety barrier, pool safety cover, pool alarm, or door latch/alarm) prior to use of the property as a vacation rental by any person under the age of six. The responsible party shall be deemed to have complied with this provision if the pool safety feature is put in place at the time that the property is turned over to any vacation occupant occupying the vacation rental. This provision shall not apply to a vacation rental with a community swimming pool onsite,

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such as in a condominium, as determined by the Village. There shall be an annual inspection by a licensed technician and a log kept and available to the Village of these inspections

(14) *Compliance with applicable laws.* In addition to the foregoing, the responsible party and all transient occupants shall comply with all other applicable local, state, and federal laws, regulations, rules, and standards, including, but not limited to, the Florida Building Code, the Florida Fire Code, the Florida Life Safety Code, and those pertaining to anti-discrimination, disability, and fair housing to the extent applicable.

(D) *Enforcement.* The requirements of this section may be enforced in accordance with the following:

(1) *Penalties.* Any person operating a vacation rental without a Certificate of Use or in violation of the vacation rental standards or any other provisions in this section shall be subject to a penalty of \$250 for the first offense, \$500 for a second offense and a suspension of the Certificate of Use upon the third offense until the violation is corrected.

(2) *Forfeiture of bond.*

(a) Where a bond is required to obtain or renew a Certificate of Use, if the vacation rental property is cited for a violation of this section within 12 months of providing the bond, and that citation is later resolved adversely to the owner or responsible party, then the bond shall be deemed forfeited, and the Certificate of Use for that vacation rental shall be revoked and may not be re-issued for 12 months.

(b) If there are no violations for 12 months after providing the security, the Village shall release the bond upon written request from the responsible party. Until the responsible party obtains release, the bond shall continue to be subject to forfeiture for future

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violations.

(3)*Joint and several liability.* The property owner of the vacation rental property shall be liable for any violations of this section, any rule or regulation promulgated under this section, or any order of the Village made under this section. In addition, whenever two or more persons commit such a violation, each violator shall be jointly and severally liable for any fines or other damages assessed. This applies to situations where a property owner, responsible party, peer-to-peer or platform entity, or vacation occupant, or any combination thereof, are together responsible for a violation of this section. It is provided, however, that where a peer-to-peer or platform entity does not itself commit a violation of this section, it shall not be held jointly and severally liable, nor shall it be held vicariously liable for any violations committed solely by the responsible party or vacation occupants. In addition, where a peer-to-peer or platform entity complies with all provisions above, it shall not be held jointly and severally liable for providing a listing for or collecting a fee for listing any vacation rental.

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

Section 5. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the

ORDINANCE NO. 2020-____

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3 **AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF**
4 **THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAP-**
5 **TER 15 OF THE VILLAGE OF PALMETTO BAY’S CODE OF ORDI-**
6 **NANCES ENTITLED “ENVIRONMENT”, BY AMENDING SECTION**
7 **15-2 STYLED “BIRD REFUGE”;** PROVIDING FOR ADDITIONAL
8 PROTECTIONS UNDER THE FEDERAL MIGRATORY BIRD
9 TREATY ACT; PROVIDING FOR ADDITIONAL INFORMATION
10 AND REQUIREMENTS REGARDING MUSCOVY DUCKS, AND
11 PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EF-
12 FECTIVE DATE. *(Sponsored by Councilmember David Singer and*
13 *Co-Sponsored by Councilmember Marsha Matson)*

14
15 **WHEREAS**, on February 3, 2020, the Mayor and Council
16 adopted Ordinance No. 2020-02, which established the Village as a bird
17 sanctuary; and

18
19 **WHEREAS**, the Village Council wanted to provide additional pro-
20 tections to those provided by Section 20-59 of the Code of Ordinances;
21 and

22
23 **WHEREAS**, after a second reported incident in the Village regard-
24 ing Muscovy Ducks, the Council desires to amend the “Bird Refuge”
25 Ordinance.

26
27 **NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND**
28 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
29 **FLORIDA, AS FOLLOWS:**

30
31 **Section 1.** That Section 15 of the Village of Palmetto Bay’s Code
32 of Ordinances entitled “Environment” is amended as follows:

33 Section 15-2 - Bird Refuge

34 (i) The Village of Palmetto Bay shall be known as a bird refuge for
35 the protection and conservation of all species of birds.

36 (ii) The entire area within the boundaries known as the corporate
37 limits of the Village of Palmetto Bay is hereby designated as a “Bird
38 Refuge”.

39 (iii) “Bird” shall be defined as “a warm-blooded, egg laying verte-
40 brate of the class Aves, distinguished by the possession of feathers,

1 wings, a beak and, typically, being able to fly.

2 (iv) These species include not only chickens, ducks and all spe-
3 cies of birds, even if a specie does not have a natural_habitat within the
4 borders of the Village.

5 (v) No person shall molest, harm, frighten, kill, net, trap, snare,
6 chase, shoot, throw or propel by any means missiles at any bird roam-
7 ing free in the Village nor shall any person remove or molest the nest or
8 eggs of a bird.

9 This provision is not intended to affect:

10 (a) Birds raised in captivity for human consumption.

11 ~~(b) Individuals or entities duly licensed by the State of Florida to~~
12 ~~that humanly capture and transport Muscovy Ducks.~~

13 (c) The removal and live transport by Miami-Dade Animal Control
14 of ducks, chickens, or other fowl from any Village park upon numerous
15 complaints made to the Parks Director that nuisance or aggressive be-
16 havior is being exhibited.

17 (d) the rules and regulations of the Florida Wildlife Commission.

18 ~~(vi) The Village shall require all individuals who possess a valid,~~
19 ~~government issued permit or license permitting the capturing, caging or~~
20 ~~transport of any bird species to register with the Village Clerk and pro-~~
21 ~~vide copies of all permits to be kept on file with the Village.~~

22 (vi) The Village shall be advised as to the location where a Mus-
23 covey Duck is being transported, and for the trapper to advise as to the
24 company for which they work.

25 (vii) Before a trapper captures and transports a Muscovy Duck
26 within the Village limits, a registration form must be filed with the Village
27 Clerk, which shall include an indemnification provision in favor of the
28 Village.

29 (viii) Landowners must give written permission for any trapper to
30 enter upon private property. Trappers must carry insurance and show
31 proof of insurance to the landowner prior to entry on private property.

32 (viii) In addition to the above, protection shall also be afforded to
33 migratory birds, which are native to the United States and its territories.

34 (ix) As provided in 16 USC 703-712, the Migratory Bird Treaty Act,
35 it shall be unlawful at any time, by any means or in any manner, to pur-
36 sue, hunt, take, capture, kill, attempt to take, capture, or kill, possess,
37 offer for sale, sell, offer to barter, barter, offer to purchase, purchase,
38 deliver for shipment, ship, export, import, cause to be shipped, ex-
39 ported, or imported, deliver for transportation, transport or cause to be

1 transported, carry or cause to be carried, or receive for shipment, trans-
2 portation, carriage, or export, any migratory bird, any part, nest, or eggs
3 of any such bird, or any product, whether or not manufactured, which
4 consists, or is composed in whole or part, of any such bird or any part,
5 nest, or egg thereof, included in the terms of the conventions between
6 the United States and Great Britain for the protection of migratory birds
7 concluded August 16, 1916 (39 Stat. 1702); the United States and the
8 United Mexican States for the protection of migratory birds and game
9 mammals concluded February 7, 1936; the United States and the Gov-
10 ernment of Japan for the protection of migratory birds and birds in dan-
11 ger of extinction and their environments concluded March 4, 1972 and
12 the convention between the United States and the Union of Soviet So-
13 cialist Republics for the conservation of migratory birds and their envi-
14 ronments concluded November 19, 1976.

15
16 (x) Any person, firm or entity knowingly violating any provision of
17 this Ordinance shall be subject to a fine not exceeding One Thousand
18 Dollars (\$1,000) for each and every offense.

19
20 **Section 2.** The provisions of this Ordinance are independent from
21 and in addition to Section 828.12 of the Florida Statutes entitled “Cruelty
22 to Animals”and to the penalties as provided by 16 USC 703-712.

23
24 **Section 3.** This Ordinance shall become effective upon second
25 reading.

26
27 **PASSED on FIRST READING** this 13th day of July 2020.

28
29
30 **Attest:** _____
31 **Missy Arocha** **Karyn Cunningham**
32 **Village Clerk** **Mayor**

33
34 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
35 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
36 **FLORIDA ONLY:**

37
38 _____
39 **John C. Dellagloria, Esq.**
40 **Village Attorney**

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VOTE AT FIRST READING:

Council Member David Singer _____
Council Member Marsha Matson _____
Council Member Patrick Fiore _____
Vice-Mayor John DuBois _____
Mayor Karyn Cunningham _____

PASSED and **ADOPTED** on **SECOND READING** this
_____ day of _____ 2020.

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 SECOND READING:

Council Member David Singer _____
Council Member Marsha Matson _____
Council Member Patrick Fiore _____
Vice-Mayor John DuBois _____
Mayor Karyn Cunningham _____



To: Honorable Mayor and Village Council

Date: July 13, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Water Conservation & Emergency
Water Restriction Enforcement – 1st Reading

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES, ENTITLED "ENVIRONMENT"; AT ARTICLE IV STYLED "WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT"; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has always instilled environmental awareness and protection guidelines, such as strict water restrictions during periods of drought. Specifically, rainfall has been approximately 6.5 inches below average from November of 2019 to March of this year, groundwater levels are decreasing Districtwide and the U.S. Drought Monitor lists all of South Florida as experiencing at least "Moderate Drought" conditions with portions of Palm Beach, Broward, Miami-Dade counties and the Lower East Coast being classified as "abnormally dry". Because South Florida is prone to droughts during the dry and hot climate, the South Florida Water Management District is encouraging communities to adopt their new water restriction guidelines in order to protect the resource that is extremely valuable. This measure has existed since March 2010 and limits landscape watering to two days a week throughout the South Florida Water Management District. Although Palmetto Bay currently has water restrictions, this Ordinance specifically restrict landscape irrigation between the hours of the day in which communities might experiences the highest temperatures of the

day. This mandatory year-round rule is a component of the South Florida Water Management Districts Comprehensive Water Conservation Program and encourages more responsible use of water resources.

Changes: The following changes will occur if this Ordinance is passed:

- Repeals Chapter 15 Environment Article IV Water Conservation and Emergency Water Restriction Enforcement
- Creates a two day-a-week watering
- Adds new landscape irrigation measures

FISCAL IMPACT: None.

ATTACHMENTS:

Attachment A: Proposed Palmetto Bay South Florida Water Management District Ordinance

Attachment B: South Florida Water Management District Letter to Interim Manager

1 **WHEREAS**, the District promulgated and amended Chapter 40E-
2 24, F.A.C., requiring year-round irrigation conservation measures; and
3

4 **WHEREAS**, the South Florida Water Management District Order
5 states that plants may be watered using low volume irrigation, micro-
6 irrigation, low volume hand watering methods, and rain barrels, cisterns,
7 or other similar rain harvesting devices without regard to the watering
8 days or times; and
9

10 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape
11 irrigation regardless of whether the water comes from ground or surface
12 water, from a private well or pump, or from a public or private utility; and
13

14 **WHEREAS**, Rule 40E-24.301, F.A.C., provides that local
15 governments may adopt a landscape irrigation ordinance that achieves
16 water conservation consistent with Rule 40E-24.201, F.A.C., including
17 variance and enforcement procedures; and
18

19 **WHEREAS**, the Village Council of Palmetto Bay, Florida desires to
20 adopt the encouraged ordinance, including variance and enforcement
21 procedures; and
22

23 **WHEREAS**, the Village Council of Palmetto Bay, Florida finds and
24 declares that the adoption of this Ordinance is appropriate, and in the
25 public interest of this community.
26

27 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE**
28 **COUNCIL OF PALMETTO BAY, FLORIDA OF MIAMI-DADE COUNTY**
29 **FLORIDA: SECTION 15 ENVIRONMENT ARTICLE IV: WATER**
30 **CONSERVATION AND EMERGENCY RESTRICTION**
31 **ENFORCEMENT CODE OF ORDINANCES, ARE CREATED TO**
32 **READ:**
33

34 **WATER CONSERVATION ORDINANCE FOR**
35 **LANDSCAPE IRRIGATION**
36

37 **Section 1. INTENT AND PURPOSE**
38

1 It is the intent and purpose of this Ordinance to implement procedures
2 that promote water conservation through the efficient use of landscape
3 irrigation.

4
5 **Section 2. DEFINITIONS**

6
7 For the purpose of this Ordinance, the following terms, phrases, words,
8 and their derivatives shall have the meaning listed below. When not
9 inconsistent with the context, words used in the present tense include the
10 future, words in the plural include the singular, and words in the singular
11 include the plural.

- 12
13 (1) "Address" means the "house number" (a numeric or
14 alphanumeric designation) that, together with the street
15 name, describes the physical location of a specific property.
16 This includes "rural route" numbers, but excludes post office
17 box numbers. If a lot number in a mobile home park or similar
18 community is used by the U.S. Postal Service to determine a
19 delivery location, the lot number shall be the property's
20 address. If a lot number in a mobile home park or similar
21 residential community is not used by the U.S. Postal Service
22 (e.g., the park manager sorts incoming mail delivered to the
23 community's address), then the community's main address
24 shall be the property's address. If a property has no address,
25 it shall be considered "even-numbered."
26
- 27 (2) "Athletic Play Area" means all golf course fairways, tees,
28 roughs, greens, and other athletic play surfaces; including,
29 football, baseball, soccer, polo, tennis, and lawn bowling
30 fields, and rodeo, equestrian, and livestock arenas.
31
- 32 (3) "Consumptive Use Permit" (CUP) means a permit issued
33 pursuant to Chapter 40E-2, F.A.C., authorizing the
34 consumptive use of water.
35
- 36 (4) "District" means the South Florida Water Management
37 District, a government entity created under Chapter 373, F.S.
38

- 1 (5) "Even Numbered Address" means an address ending in the
2 numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with
3 no address, or the letters A-M.
4
- 5 (6) "Existing landscaping" means any landscaping which has
6 been planted and in the ground for more than ninety (90)
7 days.
8
- 9 (7) "Landscaping" means shrubbery, trees, lawns, sod, grass,
10 ground covers, plants, vines, ornamental gardens, and such
11 other flora not intended for resale, which are situated in such
12 diverse locations as residential landscapes, recreation areas,
13 cemeteries, public, commercial, and industrial
14 establishments, public medians, and rights-of-way, except
15 athletic play areas, as defined in Section 2(2).
16
- 17 (8) "Landscape Irrigation" means the outside watering of
18 shrubbery, trees, lawns, sod, grass, ground covers, plants,
19 vines, ornamental gardens, and such other flora not intended
20 for resale, which are planted and situated in such diverse
21 locations as residential landscapes, recreation areas,
22 cemeteries, public, commercial, and industrial
23 establishments, public medians, and rights-of-way, except
24 athletic play areas.
25
- 26 (9) "Law Enforcement Officials" *Palmetto Bay should include the*
27 *definition of a law enforcement, code enforcement, or any*
28 *local government employee who may be responsible for*
29 *enforcing this Ordinance.*
30
- 31 (10) "Low Volume Hand Watering" means the watering of
32 landscape by one (1) person, with one (1) hose, fitted with a
33 self-canceling or automatic shutoff nozzle.
34
- 35 (11) "Low Volume Irrigation" means the use of equipment and
36 devices specifically designed to allow the volume of water
37 delivered to be limited to a level consistent with the water
38 requirement of the plant being irrigated, and to allow that

1 water to be placed with a high degree of efficiency in the root
2 zone of the plant. The term also includes water used in mist
3 houses and similar establishments for plant propagation.
4 Overhead irrigation and flood irrigation are not included.

5
6 (12) "Micro-irrigation" means the application of small quantities of
7 water on or below the soil surface as drops or tiny streams of
8 spray through emitter or applicators placed along a water
9 delivery line. Micro-irrigation includes a number of methods
10 or concepts, such as bubbler, drip, trickle, mist or microspray,
11 and subsurface irrigation.

12
13 (13) "New landscaping" means any landscaping which has been
14 planted in the ground for ninety (90) days or less.

15
16 (14) "Odd Numbered Address" means an address ending in the
17 numbers 1, 3, 5, 7, 9, or the letters N-Z.

18
19 (15) "Reclaimed Water" means wastewater that has received at
20 least secondary treatment and basic disinfection, and is
21 reused after flowing out of a wastewater treatment facility as
22 defined by Rule 62-40.210, F.A.C.

23
24 (16) "User" means any person, individual, firm, association,
25 organization, partnership, business trust, corporation,
26 company, agent, employee, or other legal entity whether
27 natural or artificial, the United States of America, and the
28 State and all political subdivisions, regions, districts,
29 municipalities, and public agencies thereof, which directly or
30 indirectly takes water from the water resource, including uses
31 from private or public utility systems, uses under water use
32 permits issued pursuant to Chapter 40E-2, F.A.C., or uses
33 from individual wells or pumps.

34
35 (17) "Wasteful and Unnecessary" means allowing water to be
36 dispersed without any practical purpose to the water use; for
37 example, excessive landscape irrigation, leaving an
38 unattended hose on a driveway with water flowing, allowing

1 water to be dispersed in a grossly inefficient manner
2 regardless of the type of water use; for example, allowing
3 landscape irrigation water to unnecessarily fall onto
4 pavement, sidewalks, and other impervious surfaces; or
5 allowing water flow through a broken or malfunctioning water
6 delivery or landscape irrigation system.

7
8 (18) "Water Resource" means any and all water on or beneath the
9 surface of the ground, including natural or artificial
10 watercourses, lakes, ponds, or diffused surface water, and
11 water percolating, standing, or flowing beneath the surface of
12 the ground.

13
14 (19) "Water Shortage" means when the District determines there
15 is the possibility that insufficient water will be available to
16 meet the present and anticipated needs of the users, or when
17 conditions are such as to require a temporary reduction in
18 total use within a particular area to protect water resources
19 from serious harm. A water shortage usually occurs due to
20 drought.

21
22 (20) "Water Shortage Emergency" means when the District
23 determines the provisions listed in Part II of Chapter 40E-21,
24 F.A.C., are not sufficient to protect the public health, safety,
25 or welfare, the health of animals, fish, or aquatic life, a public
26 water supply, or commercial, industrial, agricultural,
27 recreational, or other reasonable-beneficial uses.

28
29 **Section 3. APPLICABILITY**

30
31 The provisions of this Ordinance shall apply to each user, as defined in
32 Section 2(16), providing landscape irrigation from all water resources
33 within the boundaries of the Village of Palmetto Bay] with the following
34 exceptions:

- 35 (a) The use of reclaimed water, which may or may not be
36 supplemented from another source; and
37 (b) Irrigation at agricultural and nursery operations; and
38 (c) Irrigation of athletic play areas.

1
2 **Section 4. YEAR-ROUND LANDSCAPE IRRIGATION**
3 **CONSERVATION MEASURES**
4

5 The Village adopts the rules of the South Florida Water Management
6 District, listed
7 in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions
8 or corrections which are set out as follows:

- 9 (1) The year-round landscape irrigation conservation measures
10 contained in this Ordinance are applicable to all users
11 including permitted and exempt users under Chapter 40E-2,
12 F.A.C., unless otherwise indicated. These conservation
13 measures apply to all water resources, unless otherwise
14 indicated. In addition to the requirements of this Section, all
15 permitted users under Chapter 40E-2, F.A.C., are required to
16 maintain compliance with all CUP conditions and terms,
17 including requirements to implement water conservation
18 practices.
- 19 (2) It shall be the duty of each user to keep informed as to the
20 landscape irrigation conservation measures within this
21 Ordinance which affect each particular water use.
- 22 (3) In addition to the specific conservation measures, all wasteful
23 and unnecessary water use, as defined in Section 2(17), is
24 prohibited.
- 25 (4) The following requirements shall apply to all users, unless
26 specified in Section 3 or Section 5.
- 27 (a) Landscape irrigation shall be prohibited between the
28 hours of 10:00 a.m. and 4:00 p.m., except as otherwise
29 provided.
- 30 (b) Irrigation of existing landscaping shall comply with the
31 following provisions:
- 32 i. Even addresses, as defined in Section 2(5),
33 installations with irrigation systems that irrigate both
34 even and odd addresses within the same zones,
35 such as multi-family units and homeowners'
36 associations, and rights-of-way or other locations
37 with no address shall have the opportunity to

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- accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.
- ii. Odd addresses, as defined in Section 2(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.
- (c) Irrigation of new landscaping shall comply with the following provisions:
- i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
 - iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as

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defined in Section 2(10), or any appropriate method which isolates and waters only the new landscaping.

- (5) Any water shortage, as defined in Section 2(19), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

Section 5. EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Subsection 4(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign

1 containing the date of application and the date(s) of
2 needed watering-in activity.

3 (3) Any plant material may be watered using low volume
4 irrigation, as defined in Section 2(11), micro-irrigation, as
5 defined in Section 2(12), low volume hand watering method,
6 rain barrels, cisterns, or other similar rain-harvesting devices
7 without regard to the watering days or times allowed pursuant
8 to this Section.

9
10 **Section 6. ADDITIONAL REQUIREMENTS**

11
12 Any user who purchases and installs an automatic landscape irrigation
13 system shall properly install, maintain, and operate technology that
14 inhibits or interrupts operation of the system during periods of sufficient
15 moisture in accordance with Section 373.62, F.S.

16
17 **Section 7. VARIANCES**

18
19 (1) A variance from the specific day or days identified in
20 Subsection 4(4)(b) may be granted by the Village if strict
21 application of the restrictions would lead to unreasonable or
22 unfair result; provided the applicant demonstrates with
23 particularity that compliance with the schedule will result in
24 substantial economic, health, or other hardship on the
25 applicant or those served by the applicant. If granted, the
26 applicant shall be required to post a notice at each parcel to
27 which the variance pertains. Relief may be granted only upon
28 a demonstration that such hardship exists, is peculiar to the
29 person or the affected property, is not self-imposed, and
30 further demonstrates that granting the variance would be
31 consistent with the general intent and purpose of this division.

32 (2) The Village recognizes all irrigation variances or waivers
33 issued by the District under Rule 40E-24.501, F.A.C.

34
35 **Section 8. DECLARATION OF WATER SHORTAGE OR WATER**
36 **SHORTAGE EMERGENCY**

37
38 Declaration of a water shortage condition and/or water shortage

1 emergency, as defined in Section 2(20), within all or parts of the Village
2 by the District's Governing Board or Executive Director shall supersede
3 this Ordinance for the duration of the applicable water shortage
4 declaration in accordance with Ordinance No. 07-13, § 1(15-5), 5-7-
5 2007). A water shortage usually occurs due to drought.

6
7 **Section 9. ENFORCEMENT**

8
9 (1) In the absence of a declaration of water shortage or water
10 shortage emergency within all or any part of the Village by
11 the District's Governing Board or Executive Director, the
12 listed landscape irrigation restrictions shall be subject to
13 enforcement action. Any violation of the provisions of Section
14 4 and 5 shall be a violation of this Section.

15
16 (2) The Village authorizes law enforcement officials, as defined
17 in Chapter 2 Administration Article VII Code Compliance
18 Procedures Section 2-205 having jurisdiction in the area
19 governed by this Ordinance, to enforce the provisions of this
20 Ordinance. In addition, the Village Manager may delegate
21 this Ordinance's enforcement responsibility to agencies and
22 departments within the Village government.

23
24 **Section 10. PENALTIES**

25
26 Violations of any provision of this Ordinance may be punished pursuant
27 to Section 162.21, F.S., as amended, as a civil infraction as set forth in
28 the code enforcement citation ordinance of Village Ordinance No 07-13,
29 § 1(15-7), 5-7-2007; Ord. No. 09-22, § 1, 10-5-2009 as may be
30 amended from time to time.

31
32 **Section 11. CODIFICATION**

33
34 Codification of this Ordinance is directed and authorized.

35
36 **Section 12. ORDINANCES REPEALED.**

37

1 Article IV Sections 15-151 through 15-156, Code of Ordinances, are
2 hereby repealed:

3
4 ~~ARTICLE IV. - WATER CONSERVATION AND EMERGENCY WATER~~
5 ~~RESTRICTION ENFORCEMENT~~

6
7 ~~Sec. 15-151. - Intent and purpose.~~

8 ~~It is the intent and purpose of this article to protect the water resources~~
9 ~~of the village from the harmful effects of over-utilization during periods of~~
10 ~~water shortage and allocate available water supplies by assisting the~~
11 ~~South Florida Water Management District in the implementation of its~~
12 ~~water shortage plan. (Ord. No. 07-13, § 1(15-1), 5-7-2007)~~

13
14 ~~Sec. 15-152. - Definitions.~~

15 ~~The following words, terms and phrases, when used in this article, shall~~
16 ~~have the meanings ascribed to them in this section, except where the~~
17 ~~context clearly indicates a different meaning:~~

- 18
19 1) ~~District means the South Florida Water Management District~~
20 ~~(SFWMD).~~
21 2) ~~Water resource means any and all water on or beneath the surface~~
22 ~~of the ground, including natural or artificial watercourses, lakes,~~
23 ~~ponds, or diffused surface water, and water percolating, standing,~~
24 ~~or flowing beneath the surface of the ground.~~
25 3) ~~Water shortage condition is when sufficient water is not available~~
26 ~~to meet present or anticipated needs of persons using the water~~
27 ~~resource, or when conditions are such as to require temporary~~
28 ~~reduction in total water usage within a particular area to protect the~~
29 ~~water resource from serious harm. A water shortage usually occurs~~
30 ~~due to drought.~~
31 4) ~~Water shortage emergency means that situation when the powers~~
32 ~~which can be exercised under Florida Administrative Code, part II,~~
33 ~~of chapter 40E-21, are not sufficient to protect the public health,~~
34 ~~safety or welfare or the health of animals, fish or aquatic life, or a~~
35 ~~public water supply, or commercial, industrial, agricultural,~~
36 ~~recreational or other reasonable uses.~~
37 ~~(Ord. No. 07-13, § 1(15-2), 5-7-2007)~~

38

1 ~~Sec. 15-153. - Application of this chapter.~~

2 ~~The provisions of this chapter shall apply to all persons using the water~~
3 ~~resource within the geographical areas subject to the water shortage or~~
4 ~~water shortage emergency as determined by the district, whether from~~
5 ~~public or privately owned water utility systems, private wells, or private~~
6 ~~connections with surface water bodies. This chapter shall not apply to~~
7 ~~persons using treated effluent or salt water.~~

8 ~~(Ord. No. 07-13, § 1(15-3), 5-7-2007)~~

9
10 ~~Sec. 15-154. - Amendments to water shortage plan.~~

11 ~~The Florida Administrative Code, chapter 40E-21 is incorporated herein~~
12 ~~by reference as a part of this Code.~~

13 ~~(Ord. No. 07-13, § 1(15-4), 5-7-2007)~~

14
15 ~~Sec. 15-155. - Declaration of water shortage; water shortage emergency.~~

16 ~~The declaration of a water shortage or water shortage emergency within~~
17 ~~all or any part of the village by the governing board or the executive~~
18 ~~director of the district shall invoke the provisions of this chapter. Upon~~
19 ~~such declaration, all water use restrictions or other measures adopted by~~
20 ~~the district applicable to the village, or any portion thereof, shall be~~
21 ~~subject to enforcement action pursuant to this article. Any violation of the~~
22 ~~provisions of the Florida Administrative Code, chapter 40E-21, or any~~
23 ~~order issued pursuant thereto, shall be a violation of this chapter.~~

24 ~~(Ord. No. 07-13, § 1(15-5), 5-7-2007)~~

25
26 ~~Sec. 15-156. - Enforcement.~~

27 ~~Every police officer having jurisdiction in the area governed by this article~~
28 ~~shall, in connection with all other duties imposed by law, diligently enforce~~
29 ~~the provisions of this article. The village's department of code compliance~~
30 ~~shall also enforce the provisions of this Code. In addition, the village~~
31 ~~manager may also delegate enforcement responsibility for this article to~~
32 ~~agencies and departments of the village government, or cities in the~~
33 ~~service areas governed by this chapter in accordance with state and local~~
34 ~~law.~~

35 ~~(Ord. No. 07-13, § 1(15-6), 5-7-2007)~~

36
37 **Section 13. SEVERABILITY**

1 If any Section, Subsection, sentence, clause, or phrase of this Ordinance
2 is held to be invalid or unconstitutional by any court of competent
3 jurisdiction, then said holding shall in no way affect the validity of the
4 remaining portions of this Ordinance.

5
6 **Section 14. EFFECTIVE DATE**

7
8 This Ordinance shall take effect immediately upon adoption.

9
10 **PASSED on FIRST READING** this 13th day of July 2020.

11
12
13 **Attest:** _____
14 **Missy Arocha** **Karyn Cunningham**
15 **Village Clerk** **Mayor**

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

21
22
23 _____
24 **John C. Dellagloria, Esq.**
25 **Village Attorney**

26
27
28 **VOTE AT FIRST READING:**

29
30 Council Member David Singer _____
31
32 Council Member Marsha Matson _____
33
34 Council Member Patrick Fiore _____
35
36 Vice-Mayor John DuBois _____
37
38 Mayor Karyn Cunningham _____

1 **PASSED** and **ADOPTED** on **SECOND READING** this _____ day
2 of _____ 2020.

3
4
5
6 **Attest:** _____
7 **Missy Arocha** **Karyn Cunningham**
8 **Village Clerk** **Mayor**
9

10
11 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
12 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**
13 **ONLY:**
14

15
16 _____
17 **John C. Dellagloria, Esq.**
18 **Village Attorney**
19

20
21 **FINAL VOTE AT SECOND READING:**

22
23 Council Member David Singer _____
24
25 Council Member Marsha Matson _____
26
27 Council Member Patrick Fiore _____
28
29 Vice-Mayor John DuBois _____
30
31 Mayor Karyn Cunningham _____
32



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2020

Greg Truitt
Village Manager
Village of Palmetto Bay
9705 E Hibiscus St
Palmetto Bay, FL 33157-5606

Subject: Protecting South Florida's Water Resources - Water Conserving Landscape Irrigation Ordinances

Dear Mr. Truitt:

With South Florida's growing demands for water, it's especially important that we work closely together to properly manage and conserve our precious water resources. Implementing water conservation measures promotes efficient water use and decreases water waste.

Lawn irrigation can account for more than half of residential water use. Most South Florida lawns only need to be watered a few days a week (or less) to remain healthy. To encourage more responsible use of water resources throughout South Florida, the South Florida Water Management District Governing Board adopted the Mandatory Year-Round Landscape Irrigation Conservation Measures (Year-Round Irrigation Rule), Chapter 40E-24, Florida Administrative Code (FAC), in 2010. The rule restricts the times and number of days landscape irrigation is allowed within the District's jurisdiction and follows scientifically-sound recommendations for lawn irrigation. Many local governments have since enacted/updated their irrigation ordinances to promote water conservation in their respective counties and municipalities and follow the District's Year-Round Irrigation Rule.

The District is now reviewing local irrigation ordinances by all of the counties and municipalities within the District's 16-county region and is reaching out to every local government that appears to either lack an applicable ordinance or has an ordinance that does not incorporate all of the District rule elements. We would like to offer our assistance to you and your staff to ensure your local government's irrigation ordinance properly incorporates the District's Year-Round Irrigation Rule. Please note that local ordinances can be *more* restrictive than the Year-Round Irrigation Rule but cannot be less restrictive. We look forward to working with you and your staff to help put consistent rules and ordinances in place across South Florida so that residents understand and comply with all irrigation requirements.

Our partnership supports a safe and reliable water supply for South Florida's future, and we kindly request, **within four weeks from the date of this letter**, a response regarding your local government's intention to update its ordinance. The District's water conservation team, including myself, are always available to provide any assistance. The District also has templates and other information available that can be used to guide this update.

If you have any questions or would like to discuss how we can assist, please contact me at melsner@sfwmd.gov or (561) 682-6156; or Jim Harmon, the District Water Conservation Supervisor, at jharmon@sfwmd.gov or (561) 682-6777.

Sincerely,

A handwritten signature in blue ink that reads "Mark E. Elsner". The signature is written in a cursive style.

Mark E. Elsner, P.E.
Water Supply Bureau Chief

ME/ldc

Encl: Mandatory Year-Round Landscape Irrigation Conservation Measures Rule Fact Sheet

C: Missy Arocha, Village Clerk

Year Round Landscaping Irrigation Conservation Measures

FYI

Some city and county governments have adopted more stringent local landscape irrigation ordinances that differ from the District rule based on local water demands, system limitations or resource availability. Several counties and cities have exercised this option so residents should always check for local ordinances. To determine watering days and times in your area, contact your local government or visit www.sfwmd.gov/mywateringdays and click on the county links.



In effect since March 2010, the Year-Round Landscape Irrigation Conservation Measures Rule (Chapter 40E-24, Florida Administrative Code) limits landscape watering to two days a week throughout the South Florida Water Management District, with a three-day-a-week provision for some counties. It applies in all cases when the source of water for irrigation is a utility, lake, pond, canal or well. (See limited exclusions on next page.) The mandatory year-round rule is a component of the SFWMD's Comprehensive Water Conservation Program, which encourages more responsible use of water resources.

District Rules

2 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Wednesdays and/or Saturdays**.
- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Thursdays and/or Sundays**.

3 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Mondays, Wednesdays and/or Saturdays**.



South Florida Water Management District
3301 Gun Club Road • West Palm Beach, Florida 33406
561-686-8800 • www.sfwmd.gov

sfwmd.gov

- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Tuesdays, Thursdays and/or Sundays**.

New Landscape Irrigation

The SFWMD Year-Round Landscape Irrigation Rule allows additional watering for up to 90 days following the installation of new lawns and landscaping.

- On the day new landscaping is installed, new plantings and the soil may be irrigated once without regard to the normally allowable watering days and times. Soil irrigation is also allowed immediately prior to planting.
- New plantings that have been in place for **30 days or less** may be watered on **Mondays, Tuesdays, Wednesdays, Thursdays, Saturdays and/or Sundays**.
- New plantings that have been in place **from 31 to 90 days** may be watered on **Mondays, Wednesdays, Thursdays and/or Saturdays**.
- Irrigation is limited to the areas containing new landscaping only. An entire irrigation zone may be watered only if new landscaping is planted on at least 50 percent of that zone. If new landscaping is planted on less than 50 percent of an irrigation zone, only the new plantings may be watered.

Exclusions to the SFWMD Year-Round Rule

- The use of low-volume irrigation methods – including micro-irrigation, container watering and hand-watering with a hose (with an automatic shut-off nozzle) – is allowed anytime.
- The use of reclaimed water and harvested rainwater for irrigation purposes is allowed anytime.
- The rule applies only to water used for landscape irrigation. There are no restrictions on other outdoor uses such as pressure cleaning or vehicle/boat washing, although voluntary, water-conserving practices are highly recommended.

Alternative Irrigation Schedule

If unique circumstances prohibit adherence to the mandatory SFWMD landscape irrigation conservation measures, individuals and businesses/organizations may seek an alternative schedule that still meets the intent of the rule. Guidance is available [online](#) or by contacting Jim Harmon at (561) 682-6777 to learn more about the alternative irrigation schedule request and approval process.

Questions?

For more information on the rule, including watering days and times by county:

- Visit www.sfwmd.gov/mywateringdays
- Call the South Florida Water Management District “Water Conservation Hotline” at 1-800-662-8876
- Email a water conservation expert at conservation@sfwmd.gov



ORDINANCE NO. 2020-_____

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2
3 **AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE**
4 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FLOR-**
5 **IDA POWER AND LIGHT (FP&L) FRANCHISE FEE AGREEMENT;**
6 **AMENDING ORDINANCE NO. 2019-22; REDUCING THE CURRENT**
7 **FPL FRANCHISE AGREEMENT FROM 3.5% TO 2.75%; DIRECTING**
8 **THE INTERIM VILLAGE MANAGER TO PROVIDE THE AMOUNT**
9 **REVENUE THIS CHANGE WILL STILL PROVIDE TO THE VILLAGE;**
10 **AND PROVIDING AN EFFECTIVE DATE.** (*Sponsored by Councilmem-*
11 *ber David Singer*)

12
13 **WHEREAS**, pursuant to Ordinance No. 2019-22 (“Exhibit A”), the
14 Village adopted a franchise fee of _____, though the current
15 fee is only 3.5%; and

16
17 **WHEREAS**, the Mayor and Council wish to lower the fee by
18 Twenty-Two (22%) percent to help our residents through the economic
19 downturn we all face due to the COVID-19 pandemic; and

20
21 **WHEREAS**, even with this reduction, the Village can continue to
22 effectively run our government and while also providing relief to our res-
23 idents for a period of one year.

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

28
29 **Section 1.** The Village Council directs the Interim Village Manager
30 and Village Attorney to advise FPL of the Village’s intent to lower the
31 Franchise Fee from 3.5% to 2.75% for a period of one year and to
32 amend the current Franchise Fee agreement accordingly.

33
34 **Section 2.** The Interim Village Manager is hereby directed to bring
35 back to the Council the net positive amount still being collected as op-
36 posed to previous 4 years.

37
38 **Section 3.** This Ordinance shall become effective upon final ap-
39 proval upon second reading.

1 **PASSED** on **FIRST READING** this 13th day of July 2020.
2
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4

5 **Attest:** _____
6 **Missy Arocha** **Karyn Cunningham**
7 **Village Clerk** **Mayor**
8

9
10 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
11 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**
12 **ONLY:**
13
14
15

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

20
21 **VOTE AT FIRST READING:**

22
23 Council Member David Singer _____
24
25 Council Member Marsha Matson _____
26
27 Council Member Patrick Fiore _____
28
29 Vice-Mayor John DuBois _____
30
31 Mayor Karyn Cunningham _____
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PASSED and **ADOPTED** on **SECOND READING** this
_____ day of _____ 2020.

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 SECOND READING:

Council Member David Singer _____
Council Member Marsha Matson _____
Council Member Patrick Fiore _____
Vice-Mayor John DuBois _____
Mayor Karyn Cunningham _____