



VILLAGE OF PALMETTO BAY

Mayor Shelley Stanczyk
Vice Mayor Brian W. Pariser
Council Member Patrick Fiore
Council Member Howard Tendrich
Council Member Joan Lindsay

Village Manager Ron E. Williams
Village Attorney Eve A. Boutsis
Village Clerk Meighan J. Alexander

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.

VILLAGE COUNCIL MEETING AGENDA

Monday, July 11, 2011 - 7:00 P.M.

Village Hall Chambers

9705 E. Hibiscus Street

(305) 259-1234

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Proclamation - Palmetto Senior High Girls' Volleyball
 - B. Presentation by Robert Levy & Associates
3. **APPROVAL OF MINUTES**
 - A. Minutes of the June 6, 2011 Regular Council Meeting
4. **CONSENT AGENDA**
 - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$27,552.72; PROVIDING AN EFFECTIVE DATE.
 - B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF RICHARD L. DOODY, ESQ. FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR TO

SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$7,000; AND PROVIDING AN EFFECTIVE DATE.

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE/COUNTY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO FINANCIAL AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT WITH MARCUM, LLP (RACHLIN) FOR FINANCIAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR THE FISCAL YEAR 2010-11 AUDIT; PROVIDING FOR AN EFFECTIVE DATE.

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS

6. VILLAGE MANAGER'S REPORT

7. VILLAGE ATTORNEY'S REPORT

- A. July, 2011 Update

8. BOARD AND COMMITTEE REPORTS

9. RESOLUTIONS

- A. 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 2011-2012; FURTHER DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH

THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; AUTHORIZING AN EMERGENCY PURCHASE FOR THE PROCUREMENT AND INSTALLATION OF A FOUL-BALL NETTING SYSTEM AT PALMETTO BAY PARK IN AN AMOUNT NOT TO EXCEED \$65,000; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO THE LOWEST, MOST-RESPONSIVE BIDDER PURSUANT TO BID NO. 2011-PR-001; AND PROVIDING AN EFFECTIVE DATE.

10. RESOLUTIONS REQUIRING PUBLIC HEARING

11. ORDINANCES FOR FIRST READING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUSINESS LICENSING; CLARIFYING THE PROVISIONS RELATING TO INSURANCE COMPANY LICENSING UNDER SECTION 6-44 OF THE VILLAGE'S CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING ORDINANCE NO. 09-04 TO MODIFY PARK FEES RELATING TO THE EDWARD AND ARLENE FELLER COMMUNITY ROOM AT LUDOVICI PARK; PROVIDING FOR AN ADMINISTRATIVE USER FEE WAIVER FOR PALMETTO BAY BRANCH LIBRARY CLUBS, GOVERNMENTAL AGENCY, OR INTERNAL REVENUE CODE 501(C)(3) CHARITABLE ORGANIZATIONS (HEREIN AFTER "QUALIFIED ORGANIZATIONS") AS TO THE USE OF THE EDWARD AND ARLENE FELLER COMMUNITY ROOM; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (Sponsored by Vice Mayor Brian W. Pariser).

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

13. OTHER BUSINESS

14. COUNCIL COMMENTS

15. NEXT MEETING AND ADJOURNMENT

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.

VILLAGE OF PALMETTO BAY
Minutes of the Regular Council Meeting of June 6, 2011
Village Hall Chambers
9703 East Hibiscus Street

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

Mayor Shelley Stanczyk
Vice Mayor Brian W. Pariser
Council Member Patrick Fiore
Council Member Howard Tendrich
Council Member Joan Lindsay

Staff present:

Village Manager Ron E. Williams
Village Attorney Eve A. Boutsis
Village Clerk Meighan J. Alexander

Mayor Stanczyk called the meeting to order at 7:05 p.m. Mayor Stanczyk asked the Eagle Scouts and all military veterans to come forward and lead the pledge of allegiance.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Recognition of Eagle Scouts

Mayor Stanczyk invited the Eagle Scouts to come forward and be recognized. The following men were given proclamations: Perry Adair, Timothy Brown, Ty Cather Cramer, Evan M. Hacker, Ronald Quintin Kelly, Emerson Thomas King, Dylan Matthew Lowe, Trevor J. Lundquist, Lee Alexander Seifer, Charles Ellwood Stiver, III, Jonathan Happel, Tyler Rabbage, Ryan Lendic, and Tyler Gatte. The Mayor and Council thanked Scout Masters Julie Ziska and Jim Happel for their dedication.

B. Mayor Stanczyk provided a proclamation to Jackson South Community Hospital in honor of June being named Men's Health Month.

3. APPROVAL OF MINUTES

A. Minutes of the May 2, 2011 Regular Council Meeting: Clerk Alexander provided Minutes, as revised by Vice Mayor Pariser. Councilman Tendrich moved to approve the Minutes, as corrected. Seconded by Councilman Fiore. All voted in favor. The Minutes were approved unanimously (5-0.)

4. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PEST CONTROL SERVICES; AUTHORIZING ORANGE PEST CONTROL & SERVICES INC. TO PROVIDE PEST CONTROL SERVICES AT MULTIPLE VILLAGE OWNED FACILITIES; FURTHER AUTHORIZING THE

VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$1,440; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$30,420.77; PROVIDING AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; AUTHORIZING AN EXTENSION TO THE CONTRACT WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$4,000.00 PER MONTH THROUGH THE END OF THE 2011 CALENDAR YEAR; PROVIDING FOR AN EFFECTIVE DATE.
- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENVIRONMENTAL PROTECTION; SUPPORTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN ITS OPPOSITION TO THE FEDERAL ENVIRONMENTAL PROTECTION (FEPA) AGENCY JANUARY 14, 2009 "DETERMINATION" RELATING TO IMPOSED NUMERIC NUTRIENT CRITERIA FOR THE STATE OF FLORIDA; THE FEPA STANDARDS RELATING TO MANAGING NITROGEN AND PHOSPHORUS POLLUTION IN FLORIDA DOES NOT CONSIDER AND PROPERLY EVALUATE THE STANDARDS ALREADY CREATED BY FDEP; AND EXPRESSING SUPPORT FOR THE FDEP PETITION TO RESCIND THE FEPA "FINDING OF NECESSITY"; PROVIDING AN EFFECTIVE DATE. [Sponsored by Council Person Howard Tendrich].

Clerk Alexander advised that each item was timely pulled by Councilman Fiore. Mayor Stanczyk announced that each item would be added at the end of the Resolutions listed on the Agenda.

- 5. **REQUESTS, PETITIONS AND PUBLIC COMMENTS:** The following individuals addressed the Council: Warren Lovely, 15323 SW 74 Place – he provided copies of a newspaper article to the Clerk; Eric Tullberg, 7884 SW 179 Street; and Andy Newman, 17474 SW 79 Court.

6. **VILLAGE MANAGER'S REPORT**

Manager Williams advised that staff is diligently working on the budget and received the recent property appraiser evaluation, which was provided to the Council. He announced that public hearings will be scheduled for September 12 and September 26th. He noted that the valuation is approximately 2.4% lower, which will require expense adjustments. He

further reported that the staff met on May 25th for hurricane preparedness and is working hard to make sure that all are well-prepared. He thanked staff for the tennis block party that was held on June 5th. He noted that it was well-attended, with approximately 500 children and their parents.

Clerk Alexander provided an update of the Council calendar: June 13 at 7 pm – Zoning hearing; July 11th at 7 pm – Regular Council Meeting; July 19 at 6:30 pm – Palmer Zoning Hearing at Christ Fellowship Church, 8900 SW 168 Street; and Budget hearings on September 19 & 26.

7. VILLAGE ATTORNEY'S REPORT

A. June, 2011 Update: Attorney Boutsis provided her report.

8. BOARD AND COMMITTEE REPORTS: None at this time.

9. RESOLUTIONS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE BUILDING AND PERMITTING ADVISORY BOARD, APPOINTING TEN (10) MEMBERS TO THE VILLAGE OF PALMETTO BAY BUILDING AND PERMITTING ADVISORY BOARD; AND, PROVIDING AN EFFECTIVE DATE.

Councilman Tendrich moved the item forward. Seconded by Councilwoman Lindsay.

The following nominations were made, with subcommittees assigned:

Mayor Stanczyk:

Linda Bell – Residential subcommittee

Ed Ludovici – Commercial subcommittee

Vice Mayor Pariser:

Ricardo Herrera – residential

Guillermo Valdes-Fauli – commercial

Councilwoman Lindsay:

Maria Carolina Flor – commercial

Gary Amore – residential

Councilman Tendrich:

Louis Kallinosis – residential

Rainer Schael – commercial

Councilman Fiore:
Alvin Siegel – commercial
Chet England – residential

Councilwoman Lindsay asked the Village Clerk to insure that the nominees met the qualifications. Mayor Stanczyk asked staff to contact the newly-appointed board members.

Councilman Tendrich moved to approve the nominations and include them on the Resolution. Seconded by Councilwoman Lindsay. All voted in favor. The Resolution was approved unanimously (5-0.)

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESPECTFULLY REQUESTING THAT MIAMI-DADE COUNTY CO-DESIGNATE THE PORTION OF SW 77 AVENUE THAT FALLS WITHIN THE BOUNDARIES OF THE VILLAGE OF PALMETTO BAY, ESSENTIALLY FROM SW 144 STREET TO SW 152 STREET IN HONOR OF SAMANTHA JADE TREBBI; PROVIDING FOR AN EFFECTIVE DATE. [Sponsored by Mayor Shelley Stanczyk]

Vice Mayor Pariser moved the item forward. Seconded by Councilman Fiore.

Mayor Stanczyk provided the report. She noted that the Village's process of naming streets and building in our communities is done in April; however, this roadway is a County roadway and she was contacted by residents, asking for support on this matter. She asked the parents of Samantha Jade Trebbi to address the Council.

Mr. Bob Trebbi and wife April Trebbi thanked Mayor Stanczyk for agreeing to consider their request. Mr. Trebbi provided a biography of his daughter and expressed how kind and loving she was to all. The charitable organization, "Smiles for Samantha" was formed in memory of their daughter. Mrs. Trebbi noted that she received over 2,000 signatures from teachers, students, family, and neighbors who are supported of naming the street after her. Erzsebeth Horvath, representing Dr. Larry Feldman's office, provided a letter of support from the School Board Member.

Councilman Fiore stated that the roadway is within his district. He recalled that he had dedicated the last two weeks of his campaign to a child who had died of a similar illness. He indicated his support and expressed that he was sorry for the Trebbi's loss.

Councilman Fiore moved this item forward. Seconded by Vice Mayor Pariser.

Vice Mayor Pariser expressed his sympathy. He stated; however, that the Village had previously heard many negative comments about re-naming and naming roads. He noted the distinction that this is not a village road, but a Miami-Dade County road and the final decision is in the hands of the Miami-Dade County Commission.

Councilwoman Lindsay also stated her sympathy, noting that she was April's teacher many years ago at Southwood Middle School. She asked staff to establish systematic guidelines so that the Council can follow specific procedures. She suggested a workshop to come up with the best way to honor children and loved ones that we have lost.

Councilman Tendrich agreed that there should be a better way to honor someone. He suggested a donation to a charity, such as "Smiles for Samantha" seems more appropriate.

Mayor Stanczyk called the question. The Resolution passed unanimously (5-0.)

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION FROM THE AIPP ADVISORY BOARD TO APPROVE THE PUBLIC ART WORK ENTITLED "THALATTA FOUNTAIN OF YOUTH" AS DESIGNED BY REBECCA THOMPSON & AUGUSTINA DROZE TO MEET THE AIPP REQUIREMENTS FOR THE THALATTA PARK, LOCATED AT 17301 OLD CUTLER ROAD; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS FROM THE ART-IN-PUBLIC PLACES FUND IN AN AMOUNT NOT TO EXCEED \$30,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Lindsay moved this item forward. Seconded by Councilman Tendrich.

Manager Williams introduced the item and asked Planning and Zoning Director Darby Delsalle to provide staff report.

Director Delsalle reported that following the national search, four artists were selected to present their piece before the Board. Through discussions and input from the Parks Department, the Board felt that this particular piece was the best selection. Additionally, staff felt that relocation of the piece to the rear of the facility was appropriate. He explained the historical reference of the artwork and offered the three conditions: replace the shoe prints with bare feet; one of the symbols on the metal supports be replaced with the image of a manatee; and final location to be determined by the parks department.

Mayor Stanczyk remarked that the Council had previously discussed modifying this ordinance. She explained that while information concerning the other artwork

discussed was provided, the other presentations are not being considered. She expressed that the will of the council was that the Council would have three choices.

Manager Williams opined that the direction to the board was to insure that the Council was provided with minimally three finalists. The Board submits their recommendation and the Council makes their final decision.

Councilman Tendrich stated he was pleased with the selection. He asked the location of the artwork.

Manager Williams noted that the final decision will be made through the Parks department; however, the staff is considering the east side of the facility.

Councilman Tendrich wondered if the artwork might conflict with tents that would be installed for weddings and events. Manager Williams concurred; adding that the Parks Department is considering this.

Councilwoman Lindsay expressed her concern with water conservation and the cost of operating a water element piece of art work.

Manager Williams noted that the piece will use reclaimed water and the cost of electricity is minimal. He noted that from an operating perspective, staff will comply with all water restrictions.

Discussion ensued regarding the location of the artwork. Manager Williams advised that the artists were aware of the possibility of relocation of the piece.

Councilman Fiore asked for clarification concerning the cost. Manager Williams advised that the funds were part of the requirement from Miami-Dade County.

Vice Mayor Pariser asked if the cost was based upon a percentage of the cost of the entire project. Manager Williams confirmed that it was.

Councilman Tendrich moved to approve the Resolution. Seconded by Vice Mayor Pariser. The Resolution passed (3 to 2, Mayor Stanczyk and Councilman Fiore voting in the opposition.)

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FPL; ISSUING THE VILLAGE'S AGENCY REPORT ON FLORIDA POWER AND LIGHT TURKEY POINT UNITS 6 & 7 PROJECT SITING APPLICATION PA03-45A3 AND TRANSMISSION LINE CORRIDOR (EAST PREFERRED CORRIDOR) BETWEEN DAVIS AND MIAMI SUBSTATIONS; REQUIRED TO BE ISSUED BY JUNE 1, 2011; RECOMMENDED DENIAL OF THE APPLICATION AND CONDITIONS RELATING TO SAME; PROVIDING AN EFFECTIVE DATE.

Councilman Tendrich moved this item forward. Seconded by Vice Mayor Pariser.

Attorney Boutsis provided staff report, noting that the agency report is due by the 15th of this month. She offered a substituted item that recommend denial or in the alternative, issuance of the report with conditions.

Councilman Tendrich asked if the Village has specifically approved the Pinecrest and Coral Gables Preferred Corridor. Attorney Boutsis replied that the Village had not. He suggested removing that language.

Councilman Tendrich moved to consider the substituted item. Seconded by Councilwoman Lindsay. All voted in favor. The Motion carried.

Vice Mayor Pariser asked if the Village would be rejecting the alternate corridor if it eliminates the language, as suggested by Councilman Tendrich. Attorney Boutsis advised that Doral and City of Miami withdrew their alternate corridors.

Councilman Tendrich moved to delete the language concerning the Pinecrest and Coral Gables preferred corridor. Seconded by Councilman Fiore. The motion failed (2 to 3, Mayor Stanczyk, Vice Mayor Pariser, and Councilwoman Lindsay opposed.)

Councilman Fiore expressed his displeasure with the Village's involved in this matter.

Vice Mayor Pariser moved to approve the substituted Resolution. Seconded by Councilwoman Lindsay. Following brief discussion, the Resolution was approved (4 to 1, Councilman Tendrich opposed.)

- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PEST CONTROL SERVICES; AUTHORIZING ORANGE PEST CONTROL & SERVICES INC. TO PROVIDE PEST CONTROL SERVICES AT MULTIPLE VILLAGE OWNED FACILITIES; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$1,440; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Pariser moved this item forward. Seconded by Councilman Tendrich.

Councilman Fiore expressed that he does not agree with the concept of a Consent Agenda. He asked if this contract was bid appropriately.

Manager Williams replied that is was. He added that the agenda is bound by the ordinance and staff remains prepared to discuss any item in detail.

Mayor Stanczyk called the question. All voted in favor. The Resolution passed unanimously (5-0.)

- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$30,420.77; PROVIDING AN EFFECTIVE DATE.

Councilman Tendrich moved this matter forward. Seconded by Councilwoman Lindsay.

Councilman Fiore asked how much was spent on the Palmer litigation and the amount spent on the FPL matter.

Attorney Boutsis stated that this month's bill included \$8,500 for Palmer and approximately 10 to 15 hours on FPL. She stated that she could review and provide the exact amount to Councilman Fiore at a later time.

Mayor Stanczyk called the question. All voted in favor. The Resolution passed unanimously (5-0.)

- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO STATE LEGISLATIVE SERVICES; AUTHORIZING AN EXTENSION TO THE CONTRACT WITH RONALD L. BOOK, P.A. AND ROBERT M. LEVY FOR STATE LEGISLATIVE SERVICES IN THE AMOUNT OF \$4,000.00 PER MONTH THROUGH THE END OF THE 2011 CALENDAR YEAR; PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Pariser moved this item forward. Seconded by Councilman Tendrich.

Councilman Fiore opined that hiring a lobbyist does not seem appropriate at a time when the current policies in the State of Florida appear to be contrary to the possibility of Village having success in Tallahassee.

Councilman Tendrich stated that the Village has not received funds from the State for some time. He asked what else the lobbyist does besides solicit funds.

Manager Williams thanked the Council members for their concern; noting that while the Village has not received a great deal of money recently; the Council passed several policy resolutions, such as addressing canal bank enhancement, that the lobbyist help present to the legislators. He added that the Village needs to have representation at the State level particularly due to the numerous legislators recently elected who may not be familiar with our Village. He concluded that the lobbyists open the doors for the Village and facilitate meetings.

Following brief comment, Councilwoman Lindsay asked the amount the Village spent in the past for both federal and state lobbyists.

Manager Williams replied that the Village was spending \$72,000 in federal lobbyists; \$6,000 monthly for State lobbyists.

Vice Mayor Pariser thanked the Manager for negotiating this reduction of fees. He added that the lobbyists have a good track record.

Mayor Stanczyk called the question. The Motion carried 4 to 1, Councilman Fiore being opposed. The Resolution passed.

- H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENVIRONMENTAL PROTECTION; SUPPORTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN ITS OPPOSITION TO THE FEDERAL ENVIRONMENTAL PROTECTION (FEPA) AGENCY JANUARY 14, 2009 "DETERMINATION" RELATING TO IMPOSED NUMERIC NUTRIENT CRITERIA FOR THE STATE OF FLORIDA; THE FEPA STANDARDS RELATING TO MANAGING NITROGEN AND PHOSPHORUS POLLUTION IN FLORIDA DOES NOT CONSIDER AND PROPERLY EVALUATE THE STANDARDS ALREADY CREATED BY FDEP; AND EXPRESSING SUPPORT FOR THE FDEP PETITION TO RESCIND THE FEPA "FINDING OF NECESSITY"; PROVIDING AN EFFECTIVE DATE. [Sponsored by Council Person Howard Tendrich].

Councilman Tendrich moved this item forward. Seconded by Vice Mayor Pariser.

Councilman Tendrich stated that he would like to withdraw the item. Vice Mayor Pariser noted that, procedurally, the Council may have to vote the item down. Attorney Boutsis concurred.

Following brief discussion, the Council voted unanimously against the matter.

The Council took a brief two minute break.

10. RESOLUTIONS REQUIRING PUBLIC HEARING

11. ORDINANCES FOR FIRST READING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE'S CODE OF ORDINANCES, AMENDING DIVISION 30-90, ENTITLED "SIGN REGULATIONS"; PROVIDING FOR WINDOW SIGNS THAT MAY NOT COVER MORE THAN 25% OF THE WINDOW; 75% OF WINDOW MUST BE TRANSLUCENT/SEE THROUGH; REGULATING

TEMPORARY SIGNS UNIFORMLY AS TO SIZE, AND DURATION, INCLUDING POLITICAL SIGNS, REAL ESTATE SIGNS, AND PERSONAL EXPRESSION SIGNS; AND MODIFYING THE NUMBER OF SPECIAL EVENT BANNERS ALLOWED PER YEAR IN COMMERCIAL AND MIXED USE DISTRICTS; AND PROVIDING FOR CLARIFICATION AS TO CERTAIN PROVISIONS OF SIGNAGE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. [Sponsored by Mayor Shelley Stanczyk as to election signage modifications; Vice Mayor Pariser as to election signage; and sponsored by Council Person Tendrich as to special event signage and election signage; and remainder of revisions recommended by staff].

Councilman Tendrich moved this item forward. Seconded by Vice Mayor Pariser.

Attorney Boutsis provided staff report. She discussed the election signs and the necessity to have uniformity, as the content of signs cannot be considered when mandating the size of signs. She advised the Council of the various modifications included in the Ordinance.

Vice Mayor Pariser stated that he had received complaints from residents that political signs were up for too long. He stated that in order to re-write an election sign ordinance and comply with free speech requirements, there must be "give and take, for example, if you want to shorten the length of time for display of political signs, all signs must have the same length of time. He added that he is concerned with increasing the realtor signs to 620 square inches, when they are currently 144 square inches. He expressed concern regarding page 6, as there are different qualifying periods throughout the state and an extension should be considered for run-off elections.

Attorney Boutsis advised that political signs must be removed seven days following the end of the election.

Vice Mayor Pariser asked for clarification regarding the meaning of "an approved extension." Attorney Boutsis stated that staff would have the discretion to approve an extension.

Mayor Stanczyk asked how real estate signage would be extended. Attorney Boutsis replied that multiple extensions could be given.

Councilman Tendrich stated that he believed real estate signs should not be increased to 620 square inches. He also expressed that the varying qualifying periods through the State, national, county, and local elections could be difficult.

Attorney Boutsis noted that she would be concerned with challenges regarding federal campaigns.

Following brief discussion, Councilman Tendrich stated that the language that states removing real estate signs, "within 7 days of sale" should read "7 days after closing."

Manager Williams recalled that when the Council made the change to the size of realtor signs in the past, for the next public hearing, many realtors came forward concerned with the size of signs. He suggested that the Council may want to get the stakeholders to the table so that the council can address any concerns.

Clerk Alexander provided Vice Mayor Pariser with several qualifying dates that he read for the Council's edification.

Councilman Tendrich moved to table the item to the next Committee of the Whole meeting. Seconded by Councilwoman Lindsay. All voted in favor (5-0.)

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 22, ARTICLE II ENTITLED "RESIDENTIAL GARAGE SALES" TO CHANGE THE TITLE TO "GARAGE SALES" AND TO PROVIDE FOR FOUR GARAGE SALES PER YEAR; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. [Sponsored by Mayor Shelley Stanczyk].

Councilman Tendrich moved this item forward. Seconded by Vice Mayor Pariser.

Attorney Boutsis provided staff report.

Mayor Stanczyk opened the public hearing. The following individuals addressed the Council: Dottie Barton; Judy Jones, 14760 SW 79 Court; Eric Tullberg, 7884 SW 179 Terrace; and Beatriz Herman, 17251 SW 86 Avenue.

Attorney Boutsis noted that the Manager is allowed discretion to expand the number.

Councilwoman Lindsay stated that the Council remains concerned about quality of life and garage sales can be nuisances with people parking on swales, noise, etc. She stated that she is not opposed to garage sales or this ordinance, but she is concerned with quality of life.

Councilman Tendrich remarked that two is enough. He stated that a person could ask for an exception if they needed more.

Councilman Fiore remarked that the Village should not regulate garage sales.

Mayor Stanczyk called the question. The Resolution passed (4 to 1, Councilman Tendrich opposed.)

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRECLUDING CAMPAIGN CONTRIBUTIONS TO VILLAGE COUNCIL CANDIDATES BY VENDORS; PROVIDING FOR A FINANCIAL PENALTY TO ANY VIOLATING VENDOR, AND A DISQUALIFICATION OF THE VENDOR FOR A PERIOD OF TWO YEARS FOLLOWING THE ELECTION FROM DOING BUSINESS WITH THE VILLAGE; CORRECTING ELECTION DATE AS MODIFIED IN THE VILLAGE'S CHARTER PROVIDING THE ELECTION IN NOVEMBER AND NOT SEPTEMBER; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. [Sponsored by Vice Mayor Brian W. Pariser].

Councilman Tendrich moved this item forward. Seconded by Vice Mayor Pariser.

Vice Mayor Pariser provided a report. He noted that this is not a new concept; South Miami and Miami Beach have similar ordinances. He suggested the prohibition from doing business should be one year. He added that the Village, through the Clerk's office, could include language that addresses vendor's campaign contributions on any procurement action.

Mayor Stanczyk stated that the first time she ran she was given a complete list of all vendors involved in the village. She stated that the Clerk could provide the list to the candidate.

Vice Mayor Pariser noted that the penalty is on the vendor, not the candidate.

Councilman Tendrich asked if a vendor's employees would be prohibited also. He asked how a policeman's donation would be addressed, as they are employees of the County.

Attorney Boutsis advised that the legal entity would be prohibited, not particular employees.

Manager Williams asked for clarification on "violating and forfeiting rights and services immediately terminate." He stated that if a drainage contractor is forced to terminate in the middle of a project, it would be a problem.

Vice Mayor Pariser moved to amend the period of prohibition from two years to one year. Attorney Boutsis stated that the caption would be amended also. Councilman Tendrich seconded the motion.

Mayor Stanczyk opened the public hearing. The following individuals addressed the Council: Peter England, 7620 SW 141 Street; Bev Gerald, 14271 SW 74 Court; Warren Lovely, 13833 SW 74 Place; and, Eric Tullberg, 7884 SW 179 Terrace.

Vice Mayor Pariser reiterated his previous motion. The motion carried (3 to 2, Mayor Stanczyk and Councilman Fiore opposed.)

Vice Mayor Pariser moved to amend the Ordinance to include a reference that the Clerk shall provide candidates a list of vendors, as well as the fact that this ordinance and prohibition shall be stated on any procurement action and/or solicitation for services. Councilwoman Lindsay seconded. All voted in favor. The motion carried unanimously (5-0.)

Vice Mayor Pariser moved to amend the Resolution to include in subsection (c) that termination would include the language, "upon completion of pending tasks, as directed by Village Manager." Seconded by Councilman Tendrich. Following brief comment, the motion carried unanimously (5 to 0.)

Councilman Tendrich moved to remove the language on Page 3 of 4, lines 29 and 30. Seconded by Councilwoman Lindsay. All voted in favor. The motion carried unanimously (5 to 0.)

Councilman Tendrich moved to adopt the Ordinance, as amended. Seconded by Vice Mayor Pariser. All voted in favor. The Ordinance was adopted unanimously (5 to 0.)

13. OTHER BUSINESS: None at this time.

14. COUNCIL COMMENTS

Councilman Tendrich commented that he concurs with the recent remark that public comments should be part of the Charter Review Commission meetings. Mayor Stanczyk noted that the Commission is an advisory committee and at one meeting, the courtesy was extended to the public and abused. Councilman Tendrich reiterated that the public should be permitted to speak. Mayor Stanczyk suggested that Councilman Tendrich contact a member of the Commission and express his thoughts. Attorney Boutsis suggested an ordinance wherein all advisory boards include public comment. Councilwoman Lindsay stated that the current advisory committees don't include public comment. Vice Mayor Pariser noted that there will be a public workshop scheduled this Fall to hear the public with regard to the Charter. He concluded that this is not a closed process.

Vice Mayor Pariser remarked that he attended the recent tennis block party and had a nice time. He spoke to some of the professionals, who are very pleased.

15. NEXT MEETING AND ADJOURNMENT

The Meeting was officially adjourned at 10:50 pm.

Prepared and submitted by:

*Meighan J. Alexander, CMC
Village Clerk*

Adopted by the Village Council on this 11th day of July, 2011.

Shelley Stanczyk, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, 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. WHILE THE FLORIDA STATUTES DO NOT REQUIRE TAPE RECORDINGS, TO THE EXTENT THAT TAPE RECORDINGS ARE MADE, THE TAPES MAY BE REQUESTED FROM THE VILLAGE CLERK FOR REVIEW AND/OR COPYING. THE VILLAGE OF PALMETTO BAY CAN NOT GUARANTEE QUALITY OF ANY RECORDING.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$27,552.72; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved resolution no. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending June 28, 2011, in the amount of \$27,552.72; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$27,552.72, copies of which are attached, are approved for payment.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of July, 2011.

Attest:

Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____
Council Member Howard J. Tendrich _____
Council Member Joan Lindsay _____
Vice-Mayor Brian W. Pariser _____
Mayor Shelley Stanczyk. _____

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor

Telephone: (305) 235-9344 Miami, Florida 33157-6417 Facsimile: (305) 235-9372

June 28, 2011

Ron Williams, Village Manager
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

Re: STATEMENTS FOR PROFESSIONAL SERVICES
The Village of Palmetto Bay

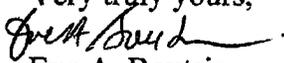
Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending June 27, 2011, in the amount of \$27,552.72. I have tabulated the amounts *currently due* on each individual file as follows:

Please deduct from Village Attorney Account No. 5143110, General Legal.			
0293-001	Non-Retainer Legal Services <i>Invoice No. 20261 dated 6/28/11</i>	Prof'l Services Disbursements Total Due	\$ 11,220.75 691.40 11,912.15
	Total		\$ 11,912.15
Please deduct from Village Attorney Account No. 5143140, Code Enforcement.			
0293-002	Zoning Application <i>Invoice No. 20262 dated 6/28/11</i>	Prof'l Services Disbursements Total Due	\$ 2,682.50 53.65 2,736.15
	Total		\$ 2,736.15
0293-004	Code Enforcement <i>Invoice No. 20263 dated 6/28/11</i>	Prof'l Services Disbursements Total Due	\$ 555.00 11.10 566.10
0293-027	Palmer Trinity Private School vs. VPB <i>Invoice No. 20264 dated 6/28/11</i>	Prof'l Services Disbursements Total Due	\$ 462.00 1,310.00 1,772.50

0293-029	<i>Palmer Trinity Private School vs. VPB- Appeal Invoice No. 20265 dated 6/28/11</i>	Prof'l Services	\$	9,990.00
		Disbursements		575.82
		Total Due		10,565.82
	Grand Total		\$	27,552.72

Do not hesitate to call me if you have any questions regarding these statements.

Very truly yours,

 Eve A. Boutsis
 Office of the Village Attorney

EAB/lcm
 Enclosures
 cc: Mayor and Village Council

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$27,552.72; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved resolution no. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending June 28, 2011, in the amount of \$27,552.72; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

Section 1. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$27,552.72, copies of which are attached, are approved for payment.

Section 2. This resolution shall take effect immediately upon approval.

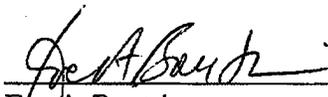
PASSED and ADOPTED this _____ day of July, 2011.

Attest:

Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:



Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____
Council Member Howard J. Tendrich _____
Council Member Joan Lindsay _____
Vice-Mayor Brian W. Pariser _____
Mayor Shelley Stanczyk. _____

**FIGUERO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

June 27, 2011
Matter ID: 0293-001
General Municipal-VPB
Invoice Number 20261

			Hours	Amount
5/26/2011	EAB	Telephone conference with Mr. Ron Williams, Mrs. Meighan Alexander and CP Joan Lindsay (.5) on pending items; telephone conference with Ms. Alexander on agenda items; updated memoranda and drafted resolutions; drafted agenda items, Village Attorney Update; and communications with Coral Gables relating to FPL.	3.00	555.00
5/26/2011	EAB	Research as to fee waivers; attention to park fee code; follow up on business license tax fee; follow up on CAM; and communications with CP Lindsay regarding code fee schedule.	1.40	259.00
5/26/2011	EAB	Attention to pending matters; telephone conference with Mr. Williams and council persons.	0.60	111.00
5/27/2011	EAB	Attention to agenda items.	1.00	185.00
5/31/2011	EAB	Attention to FPL matter; communications with Pinecrest, Coral Gables, Doral, and South Miami; and attention to agenda inquiries by council persons; and attention to business license tax ordinance.	1.50	277.50
6/2/2011	EAB	Attention to JFTA matter; attention to FPL matter; and telephone conference with CP Howard Tendrich.	0.80	148.00
6/3/2011	EAB	Attention to JFTA; attention to agenda items; telephone conference with CP Tendrich; attention to FPL matter; communications with Council regarding same; and attention to business license tax ordinance and red light camera law.	1.25	231.25
6/4/2011	EAB	Telephone conference with Mr. Williams and attention to JFTA matter.	0.60	111.00
6/6/2011	EAB	Revised and updated agency report; analyzed South Miami Economic Report; communications with Ms. Elizabeth Hernandez; analyzed Coral Gables Agency Report; and communications with VM Brian Pariser.	2.70	499.50
6/6/2011	EAB	Reviewed agenda items with various council persons; email communications with Council; telephone conference with Mr. Ron	2.50	462.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

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Williams; edits to agenda items; telephone conference with Mr. Darby Delsalle; and attention to pending items.

6/6/2011	EAB	Attention to business license tax; and communications with League of Cities regarding same.	0.30	55.50
6/6/2011	EAB	Attention to JFTA.	0.60	111.00
6/6/2011	EAB	Attended council meeting.	4.00	740.00
6/7/2011	EAB	Revised agenda items due to council action and finalized same; communications with Mrs. Alexander relating to public records and FPL enews item; telephone conference with Mr. Williams on pending items; and telephone conference with Ms. Lindsay on pending items; revised tables signage code and circulated same (with all comments) to staff and the council; research on procedures relating to decorum and cell phone usage; communications with Mr. Ramon Ferrer; attention to ASCAP licensing information; communications with representative of ASCAP; and communications with Ms. Lindsay; communications with Mrs. Alexander.	5.50	1,017.50
6/7/2011	EAB	Began drafting revisions to the business license tax ordinance.	1.00	185.00
6/8/2011	EAB	Telephone conference with CP Tendrich; discussion with County as to Firestation; finalized resolutions on agenda; and attention to pending items.	1.00	185.00
6/8/2011	EAB	Telephone conference with Mayor Shelley Stanczyk on pending items.	1.00	185.00
6/10/2011	EAB	Telephone conferences with Council Persons on pending items.	0.60	111.00
6/13/2011	EAB	Attended meeting with Mr. Williams, Mr. Delsalle, and Ms. Alexander regarding pending items and signage ordinance; and attention to red light camera litigation and statute; and attention to updates on sunshine law and curing a violation.	1.70	314.50
6/13/2011	EAB	Analyzed 495.151, et seq., F.S., and drafted letter to Palmetto Bay Village Voice; and communications with council regarding same.	1.00	185.00
6/14/2011	EAB	Prepared for and attended meeting on CAM with Ms. Chanelle Costa, Mr. Ed Silva, Mrs. Fanny Carmona, and Mr. Herin.	1.60	296.00
6/14/2011	EAB	Finalized trademark infringement letter.	0.20	37.00
6/14/2011	EAB	Finalized draft ordinance on P&Z title change, and other scrivener's errors; and update to proposed sign code for discussion; and communications with Mr. Delsalle and Mr. Williams regarding same.	1.50	277.50
6/14/2011	EAB	Analyzed 287.055, F.S., village procurement code and provided direction to staff regarding same; attention to trademark infringement inquiry; attention to EPA guidelines; and telephone conference with Ms. Cynthia Everett regarding PACE program.	1.00	185.00
6/14/2011	EAB	Prepared VPB notice of completeness relating to Coral Gables/Pinecrest corridor.	0.30	55.50

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6/14/2011	EAB	Attention to public record request.	0.40	74.00
6/15/2011	EAB	Finalized occupational license modification ordinance.	0.40	74.00
6/15/2011	EAB	Finalized FPL filing; and attention to/calendaring of future deadlines with DOAH as to FPL application.	0.50	92.50
6/16/2011	EAB	Attention to pending items and inquiry from Community News.	0.70	129.50
6/17/2011	EAB	Reviewed PW hold harmless agreement; and follow up with Mr. Dan Oldenkamp regarding ISD.	0.50	92.50
6/17/2011	EAB	Drafted public comment ordinance relating to section 2-46 revision per request of CP Tendrich; telephone conference with CP Tendrich; revised ordinance to reflect public comments at charter revision commission meetings; drafted ordinance for VM Pariser relating to park fee waiver for nonprofit use at the Feller Community Room; continued revision based upon input from Vice Mayor; communications with staff regarding proposed ordinances; telephone conference with Mr. Tendrich regarding charter revision commission; revised draft ordinance regarding same; fourth revision to Community Room Fee ordinance; input from Parks and Clerk's office regarding same; and updated Village Attorney Report.	4.50	832.50
6/17/2011	EAB	Research relating to decorum; drafted decorum ordinance; attention to FPL communications and County resolution; attention to ISD; and communications with Mr. Oldenkamp.	2.30	425.50
6/20/2011	EAB	Communications with PW and with ISD.	0.30	55.50
6/21/2011	EAB	Telephone conference with Mayor Stanczyk; follow up with Pinecrest and Cutler Bay on PACE program; follow up with VM Pariser on PACE program; attention to Palm Bay litigation; telephone conference with Mr. Miguel Diaz de la Portilla on red light cameras; follow up with the manager on same; telephone conference with manager; follow up as to certain zoning resolutions per inquiry of Vice Mayor; follow up with Mr. Chad Friedman on PACE program; follow up with Ms. Hernandez regarding FPL; attention to additional FPL filings and deadlines; follow up communications with Ms. Everette and Mr. Friedman; and attention to special assessment litigation.	2.80	518.00
6/22/2011	EAB	Attention to pending PW contracts, review and execution of same; and attention to pending queries from council and staff.	0.50	92.50
6/22/2011	EAB	Telephone conference with Mr. Chris Stearns office regarding Anctil discovery.	0.30	55.50
6/22/2011	EAB	Follow up on charter school legislative updates and communications with concerned cities.	0.40	74.00
6/22/2011	EAB	Attention to Pace interlocal; telephone conference with Mr. Williams and Mayor Stanczyk.	0.40	74.00
6/23/2011	EAB	Attention to pending items; attention to ISD, attention to Anctil litigation; telephone conference with Mr. Williams regarding charter and lobbying; telephone conference with Mr. Williams on pending	1.30	240.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

zoning relating item; communications with CP Patrick Fiore; and communications with VM Brian Pariser.

6/24/2011	EAB	Communications with Mr. dia de la Portilla; analyzed charter; and attention to pending items.	0.40	74.00
6/24/2011	EAB	Telephone conference with Ms. Carmona and attention to Anctil discovery.	0.30	55.50
6/24/2011	EAB	Communications with Ms. Cadaval; and attention to pending MDCCHR matter.	0.50	92.50
6/27/2011	LCM	Prepared schedule of taxes.	2.00	130.00
6/27/2011	EAB	Meeting with Ms. Carmona; prepared discovery responses - admissions, production and interrogatories re: Anctil matter; and communications with Mr. Chris Stearn regarding same.	3.50	647.50
6/27/2011	EAB	Communications with Mr. Silva and Mr. Delsalle regarding pending permitting matter; Horton.	0.20	37.00
6/27/2011	EAB	Drafted agreement and release relating to ISD; and communications with Ms. Connie Patterson regarding same.	1.50	277.50
6/27/2011	EAB	Communications with Ms. Carmona and Ms. Cadaval regarding Williamson Charge; drafted letter to Sharon M. Smith and Lucia Davis-Raiford, of the OHRMDC; and follow up with Mr. Williams.	1.00	185.00
6/27/2011	EAB	Prepared notice of email electronic filing compliance per DOAH regulations.	0.60	111.00
Total Professional Services				11,220.75

Rate Summary

Laura C. Mares	2.00 hours at \$ 65.00/hr	130.00
Eve A. Boutsis	59.95 hours at \$185.00/hr	11,090.75
Total hours:	61.95	11,220.75

Disbursements

4/30/2011	Database Legal research	379.48
6/3/2011	Photocopies	87.50
6/27/2011	Disbursements incurred - 2.0%	224.42

Payments and Credits

6/13/2011	Check No. 13006	18,032.70
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Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Sub-total Payments: 18,032.70

For Professional Services	11,220.75
For Disbursements Incurred	691.40
Current Balance:	<u>11,912.15</u>
Previous Balance:	18,032.70
Payments - Thank you	18,032.70
Total Due	<u>11,912.15</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

**FIGUEREDO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

June 27, 2011
Matter ID: 0293-002
Zoning Applications
Invoice Number 20262

			Hours	Amount
5/26/2011	EAB	Attention to upcoming zoning hearing.	0.20	37.00
5/31/2011	EAB	Attention to upcoming zoning hearings; telephone conference with Ms. Meighan Alexander, Mr. Darby Delsalle, and Mr. Ron Williams; communications with Mr. Stanley Price; meeting with Mayor Shelley Stanczyk; communication with Mr. Tucker Gibbs; telephone conference with Mr. Darby Delsalle.	3.70	684.50
6/2/2011	EAB	Attended meeting of Planners and lawyers as to Growth Management Act.	6.00	1,110.00
6/3/2011	EAB	Telephone conference with Mr. Delsalle regarding PT hearing and disclosures.	0.20	37.00
6/3/2011	EAB	Communications with council as to ex parte procedures; communications with staff regarding deadlines on zoning hearings.	0.60	111.00
6/10/2011	EAB	Communications with Mr. Darby Delsalle; communications with Ms. Elizabeth Hernandez; telephone conference with Mr. Ron Williams; telephone conference with Mr. Darby Delsalle; and communications with council regarding same.	1.00	185.00
6/13/2011	EAB	Telephone conference with Ms. Hernandez; meeting with Mr. Delsalle and Mrs. Alexander; and attention to pending zoning related matters with Mr. DelSalle.	0.60	111.00
6/13/2011	EAB	Prepared for P&Z agenda.	1.00	185.00
6/13/2011	EAB	Attended P&Z meeting.	0.60	111.00
6/22/2011	EAB	Follow up on Palmetto Bay Parks and Recreation for CP standard.	0.20	37.00
6/24/2011	EAB	Attention to pending zoning related matter with Mr. Williams.	0.40	74.00
Total Professional Services				2,682.50

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Rate Summary

Eve A. Boutsis	14.50 hours at \$185.00/hr	2,682.50
	<u>Total hours:</u> 14.50	<u>2,682.50</u>

6/27/2011	Disbursements incurred - 2.0%	53.65
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Payments and Credits

6/13/2011	Check No. 13006	3,597.94
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Sub-total Payments: 3,597.94

For Professional Services	2,682.50
For Disbursements Incurred	53.65
Current Balance:	<u>2,736.15</u>
Previous Balance:	3,597.94
Payments - Thank you	3,597.94
Total Due	<u>2,736.15</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUERO & BOUTSIS, P.A.
ATTORNEYS & COUNSELORS

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, Florida 33157

June 27, 2011
 Matter ID: 0293-004
 Code Enforcement
 Invoice Number 20263

			Hours	Amount
5/26/2011	EAB	Drafted successor and assign language to settlement agreements per request of Director.	0.40	74.00
5/31/2011	EAB	Attention to inquiry by realtor as to foreclosure and liens; communications with Mr. Darby Delsalle.	0.20	37.00
6/7/2011	EAB	Attention to quiet title and payoff; communications with attorney for bank.	0.40	74.00
6/8/2011	EAB	Attended foreclosure and quiet title hearing, to obtain \$30,400.00 in Village liens.	2.00	370.00
Total Professional Services				555.00

Rate Summary

Eve A. Boutsis	3.00 hours at \$185.00/hr	555.00
Total hours:	3.00	555.00

6/27/2011 Disbursements incurred - 2.0% 11.10

Payments and Credits

6/13/2011	Check No. 13006	169.83
Sub-total Payments:		169.83

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

For Professional Services	555.00
For Disbursements Incurred	11.10
Current Balance:	<u>566.10</u>
Previous Balance:	169.83
Payments - Thank you	169.83
Total Due	<u>566.10</u>

To be properly credited, please indicate Invoice Number on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone: (305) 235-9344

Facsimile: (305) 235-9372

Eugene P. Flinn, Jr.
8950 SW 152nd Street
Palmetto Bay, Florida 33157

June 27, 2011
Matter ID: 0293-027
Palmer Trinity Private School,

Invoice Number 20264

			Hours	Amount
5/5/2011	EAB	Follow up with PT counsel regarding litigation - whether dismissed, etc.	0.20	37.00
5/31/2011	EAB	Attention to general release, settlement agreement; telephone conference with Mr. Tucker Gibbs (regarding litigation not settlement); communications with Mr. Jeff Hochman.	1.00	185.00
6/9/2011	EAB	Communications with Mr. Hochman.	0.30	55.50
6/15/2011	EAB	Attention to motion to remand; communications with Mr. Hochman.	0.60	111.00
6/22/2011	EAB	Attention to communications by Mr. Sean Cleary; attention to scheduling order.	0.40	74.00
Total Professional Services				462.50

Rate Summary

Eve A. Boutsis	2.50 hours at \$	185.00/hr	462.50
Total hours:			2.50

Expenses

3/1/2011	Court reporter attendance to A/C Session on March 1, 2011.	200.00
3/28/2011	Court reporter Attendance at A/C Session on March 28, 2011.	176.50
4/15/2011	Courier charge - sent all files to Jeffrey Hochman.	96.00
4/30/2011	Database Legal research	19.50
6/20/2011	Court reporter attendance at A/C Session on June 20, 2011.	818.00

Payment is due upon receipt. Please notify us within 10 days of receipt of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

Figueredo Boutsis & Montalvo,

Matter ID: 0293-027 Statement No.: 20264

Page: 2

		Sub-total Expenses:	<u>1,310.00</u>
Payments			
6/13/2011	Payment	Check No. 13006	3,495.80
		Sub-total Payments:	<u>3,495.80</u>
	For Professional Services		462.50
	For Disbursements Incurred		1,310.00
	Current Balance:		<u>1,772.50</u>
	Previous Balance:		3,495.80
	Payments - Thank you		3,495.80
		Total Due	<u>1,772.50</u>

Invoice Number: 20264

To be properly credited, please indicate Invoice Number above on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of receipt of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

June 27, 2011
Matter ID: 0293-029
Palmer Trinity v. VPB - Appeal

Invoice Number 20265

			Hours	Amount
5/27/2011	EAB	Telephone conference with Mr. Darby Delsalle; telephone conference with Mayor Shelley Stanczyk; telephone conference with Mr. Ron Williams; telephone conference with various council persons; attention to upcoming hearing and pending items relating to procedure; telephone conference with Ms. Meighan Alexander; and communications with VM Brian Pariser and others.	5.00	925.00
6/1/2011	EAB	Telephone conference with Mr. Tucker Gibbs, Mr. Stanley Price, Ms. Eileen Mehta, Mr. Ron Williams, Ms. Meighan Alexander; telephone conference with CP Joan Lindsay; telephone conference with Mayor Shelley Stanczyk.	3.00	555.00
6/2/2011	EAB	Discussion with Mr. Price.	0.30	55.50
6/3/2011	EAB	Communications with Mr. Price and Ms. Mehta.	0.30	55.50
6/3/2011	EAB	Attention to litigation; telephone conferences with Council Persons.	1.00	185.00
6/8/2011	EAB	Attention to order of the court; telephone conference with individual council persons; telephone conference with Manager; telephone conference with Mr. Gibbs.	3.50	647.50
6/9/2011	EAB	Telephone conference with VM Pariser.	0.30	55.50
6/13/2011	EAB	Attention to order of court; telephone conference with Mr. Gibbs; attention to same.	1.00	185.00
6/14/2011	EAB	Drafted shade session notice and informed court reporter.	0.20	37.00
6/14/2011	EAB	Analyzed F.R.A.P. relating to appeals; and began research.	2.00	370.00
6/15/2011	EAB	Research relating to appellate matter; telephone conference with Mr. Gibbs; communications with Mr. Price.	5.00	925.00
6/17/2011	EAB	Attention to research on appeal.	1.00	185.00
6/17/2011	EAB	Telephone conference with VM Pariser on pending litigation.	0.60	111.00
6/20/2011	EAB	Communications with Mr. Raoul Cantero; telephone conference with CP Lindsay; telephone conference with CP Patrick Fiore; telephone	8.50	1,572.50

Payment is due upon receipt. Please notify us within 10 days of receipt of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

conference with Mayor Stanczyk; telephone conference with Ft. Lauderdale city attorney; drafted memorandum on appellate review; provided documents relative to a/c session; telephone conference with Mr. Tucker Gibbs; communications with Mr. Stanley Price; and continued legal research.

6/20/2011	EAB	Prepared for and attended attorney client session.	1.70	314.50
6/21/2011	EAB	Communications with the Honorable Raoul Cantero; follow up on appellate matter; conducted legal research; telephone conference with Mr. Joe Centorino; and began drafting motion in opposition to fees/finalized same.	4.50	832.50
6/21/2011	EAB	Communications with the Honorable Judge Cantero.	0.20	37.00
6/22/2011	EAB	Follow up on providing record to Judge Cantero.	0.40	74.00
6/22/2011	EAB	Legal research relating to detriment to public interest. due process on review, quasi-judicial and recusal and standards for hearing.	5.50	1,017.50
6/22/2011	EAB	Finalized opposition to 57.105, F.S. motion.	0.50	92.50
6/24/2011	EAB	Attention to recusal and status of litigaiton; communications with Mr. Price; communications with Mr. Gibbs; telephone conference with Mr. Williams; and telephone conference with Mr. Gibbs.	1.80	333.00
6/24/2011	EAB	Telephone conference with Council Persons; and communications with Mr. Stanley Price and Mr. Ron Williams.	1.50	277.50
6/25/2011	EAB	Communications with Mr. Cantero; telephone conference with Mr. Williams; and attention to pending matters.	1.00	185.00
6/27/2011	EAB	Communications with Mr. Price; telephone conference with Mr. Williams; telephone conference with CP Lindsay; communications with Mr. Gibbs; telephone conference with Mr. Delsalle; and follow up with Mr. Cantero; drafted memorandum on procedures and hearing in anticipation of upcoming hearings and standards; conducted legal research; continued to update and draft memorandum; and analyzed precedent and zoning resolution relating to same.	5.20	962.00
			Total Professional Services	9,990.00

Rate Summary

Eve A. Boutsis	54.00 hours at \$	185.00/hr	9,990.00
Total hours:		54.00	

Expenses

6/22/2010	Photocopies, Research for Plamer Trinity.	50.25
4/30/2011	Database Legal research	498.07

Payment is due upon receipt. Please notify us within 10 days of receipt of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

Figueredo Boutsis & Montalvo,

Matter ID: 0293-029 Statement No.: 20265

Page: 3

6/15/2011	Photocopies, Research for Plamer Trinity.	23.00
6/20/2011	Photocopies, Research for Plamer Trinity.	4.50
	Sub-total Expenses:	<u>575.82</u>

Payments

6/13/2011	Payment	Check No. 13006	5,124.50
		Sub-total Payments:	<u>5,124.50</u>

For Professional Services	9,990.00
For Disbursements Incurred	575.82
Current Balance:	<u>10,565.82</u>
Previous Balance:	5,124.50
Payments - Thank you	5,124.50
Total Due	<u>10,565.82</u>

Invoice Number: 20265

To be properly credited, please indicate Invoice Number above on your remittance check.

Payment is due upon receipt. Please notify us within 10 days of receipt of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: Special Master Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF RICHARD L. DOODY, ESQ. FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$7,000; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

On July 13, 2009, Resolution 09-57 was adopted by the Village Council selecting Richard L. Doody, Esq., to provide Special Master services to the Village for a period of two (2) years with two (2) additional one (1) year options to extend. The selection was made pursuant to the RFQ rules and procedures as required by Ordinance No. 03-08.

The initial two (2) year portion of the contract concludes on July 13, 2011 and Mr. Richard L. Doody, Esq., is now eligible for the first of the two optional extensions, which if granted will continue his service through July 13, 2012. Approval of the contract extension requires a majority vote of the Council. To date, Mr. Doody has presided competently and consistently at the Village's Special Master hearings, and approval of a one (1) year extended contract would be appropriate in light of his service.

FISCAL/BUDGETARY IMPACT:

It is projected that the Village's code enforcement case load can be handled by a Special Master providing a three (3) hour minimum per month of service. At a billing rate of \$100 per hour, staff estimates that Special Master Services will cost approximately \$7,000 for one year. Funds have been budgeted in the Department of Planning and Zoning for Special Master Services.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF RICHARD L. DOODY, ESQ. FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$7,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida constitution, and applicable sections of Chapter 1666 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating a code enforcement chapter entitled, " Code Enforcement Procedures"; and

WHEREAS, according to the rules and procedures set forth in Ordinance No. 03-08, the Mayor and Council have the power to appoint a Special master provided that certain qualifications are met; and

WHEREAS, the Village published a Request for Qualifications (RFQ No. 09-PZ-01) Seeking proposals from qualified individuals or firms to provide Special Master Services for code compliance to the Village; and

WHEREAS, based on the qualifications detailed in the proposal submitted by Richard L. Doody, Esq., the Village appointed Mr. Doody as per Resolution No. 09-57, to the position of Special Master for code compliance for a period not to exceed two (2) years with two (2) additional one (1) year options to extend; and

WHEREAS, the first two (2) years of the contract shall expire on July 13, 2011 and Mr. Doody is eligible for the first of two (2) optional contract extensions; and

WHEREAS, Mr. Doody has presided competently and consistently at the Village's Special Master hearings, and approval of a one (1) year extended contract would be appropriate in light of his service; and

WHEREAS, the contract provides for a minimum payment of three (3) hours of Special Master services per month at a rate of \$100 an hour; and

WHEREAS, the estimated annualized total cost of Special Master services based upon prior years is approximately \$7,000 and said amount has been budgeted.

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

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with the rules and procedures of Ordinance No. 03-08 and Resolution No. 09-57, Richard L. Doody, Esq., is hereby reappointed to serve as Special Master for the Village of Palmetto Bay for a period of one (1) year with one (1) remaining one (1) year extension option.

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

PASSED and ADOPTED this _____ Day of July, 2011

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve Boutsis
Village Attorney

FINAL VOTE ADOPTION:

Council Member Patrick Fiore

Council Member Howard Tendrich

Council Member Joan Lindsey

Vice-Mayor Brian Pariser

Mayor Shelley Stanczyk

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND MR. RICHARD L. DOODY, ESQ.**

This contract is made and entered into this 13th day of July, 2009, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 8950 SW 152 Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Consultant).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Consultant is the sole bidder and qualified candidate which was selected by the Village Council.

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform Special Master Services as described in this contract and the Consultant desires to accept the engagement; and,

NOW THEREFORE, in consideration of the sum of \$10.00 the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 The statement of work for this project shall be as provided in the RFQ for Special Master Services, which is attached as exhibit 1, and is incorporated and made a part of this contract. **In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.**

3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of the execution of this contract and expire in two (2) years. Upon the expiration of two (2) years of service, the Consultant may be reappointed for two additional one (1) year options to extend, provided that such reappointment be recommended by the Village Manager and be approved by a majority vote of the Village Council.



Village


Consultant

3.2 Work shall commence upon the issuance of a written task order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 The Village shall pay the Consultant \$100.00 per hour as provided in the RFQ, which is attached as exhibit 1. The parties agree that the Consultant shall be entitled to a minimum of three billable hours in any month in which the Consultant is required to attend at least one hearing, meeting, or preceding as part of Consultant's Special Master duties.

4.2 The Village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the Village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

5. TRANSFER AND ASSIGNMENT

5.1 None of the work or services under this contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of the contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

5.2 The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract 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 Consultant to the Village.

6. MODIFICATIONS-CHANGE ORDERS

6.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall be incorporated in written amendments to this contract.

6.2 If any changes cause an increase or decrease in the price charged, the maximum amount of the contract, or the time required for conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the



Village


Consultant

other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 The Consultant may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the Village in the event that the Consultant is unable to complete the services identified in paragraph 2.1 due to causes beyond the Consultant's control.

7.4 The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default.

7.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.6 Should the Consultant provide the Village with written notice of cancellation of contract, the Consultant will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the Consultant's services are delayed by the Village for more than 30 consecutive days, the Consultant may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by the Consultant to the time of termination by the Consultant. The Village shall not be liable for future profits or losses.

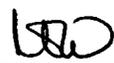
9. TERMINATION FOR CONVENIENCE

9.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Consultant. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. The Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

9.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract are at any time not


Village

Consultant

14. INDEMNIFICATION

14.1 The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of any intentional misconduct or negligence.

15. MEDIATION

15.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

15.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

15.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

16. JURISDICTION AND VENUE

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

17. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

17.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

18. NOTICES

18.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.



Village


Consultant

19. CONTRACTING OFFICER REPRESENTATION

19.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Consultant: Law Offices Richard L. Doody, Esq., P.A.
800 East Broward Boulevard
Suite 710, Cumberland Building
Fort Lauderdale, Florida 33301
Attention: Richard L. Doody, Esq.

20. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

20.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Consultant's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

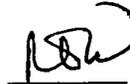
20.2 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

21. OWNERSHIP OF DOCUMENTS

21.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this contract shall be public records, and shall be subject to the public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Consultant to the Village. The Consultant shall have the right to retain copies of the documents at the Consultant's expense.

22. SEVERABILITY

22.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.



Village


Consultant

23. ENTIRE CONTRACT

23.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

24. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

24.1 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and the Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to the Consultant.

24.2 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

24.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant.

25. WARRANTY OF AUTHORITY

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

26. MISCELLANEOUS

26.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall no be construed against either party by reason of drafting or negotiating this agreement.

[Signature Page to follow].

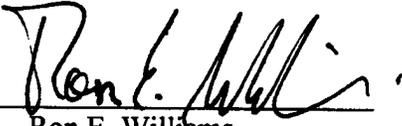
LDW
Village
R2

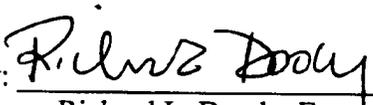
Consultant

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers,
have executed this contract as of the date first above written.

The Village of Palmetto Bay

Consultant

By: 
Ron E. Williams,
Village Manager

By: 
Richard L. Doody, Esq.

ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader,
Village Clerk

Approved as to form:

By: 
Eve A. Boutsis,
Office of Village Attorney



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: GIS Consulting Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

On September 8, 2008, Resolution No. 08-74 was adopted by the Council selecting Ross GIS Consulting, Inc., to provide GIS services to the Village for a period of three (3) years with two (2) additional one (1) year options to extend. The selection was made pursuant to the RFP rules and procedures as required by Ordinance No. 03-08.

The initial three (3) year portion of the contract concludes on September 8, 2011 and Ross GIS Consulting Inc., is now eligible for the first of the two (2) optional extensions which if granted will continue the company's service through September 8, 2012. Approval of the contract extension requires a majority vote of the Council. To date, Ross GIS Consulting has competently and consistently provided GIS services to the Village's Special Master, and approval of a one (1) year extended contract would be appropriate in light of his service.

FISCAL/BUDGETARY IMPACT:

The billing rate for the contract is \$750 a month (\$9,000 a year) and includes up to 10 hours a month for GIS Services. Every hour thereafter is billed at a rate of \$75. Funds have been budgeted in the Department of Planning and Zoning for GIS Services.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF ROSS GIS CONSULTING, INC. FOR ONE (1) YEAR, TO PROVIDE GEOGRAPHIC INFORMATION SERVICES (GIS) TO THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF \$9,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ongoing development of the Village's GIS system created the capability of producing high quality maps displaying property information at the parcel level to include such data as zoning, land use, streets, addresses, flood zones, storm water drainage, street signs, light poles, and locations of water and sewer lines for all parcels within the Village; and

WHEREAS, it was desirous to continue the development and maintenance of the Village's GIS by securing an agreement with an individual and/or firm to provide GIS professional services to the Village; and

WHEREAS, the Village advertised the issuance of a Request for Proposals (RFP) for GIS Professional Services (#08-PZ-01) on June 13th, 2008 soliciting interest from among qualified and experienced individuals and/or firms to submit proposals by July 15th, 2008; and

WHEREAS, The scope of services to be provided by the consultant chosen included i) ongoing maintenance to the current system and, ii) development of additional GIS applications; and

WHEREAS, on September 8, 2008, the Village considered the respondents to the RFP and selected Ross GIS Consulting Inc. (Resolution No. 08-74) to provide said Geographic Consulting Services to the Village for a period of three (3) years, with two (2) additional one (1) year options to extend; and

WHEREAS, Ross GIS Consulting, Inc., has provided competent and consistent GIS services to the Village, approval of a one (1) year extended contract would be appropriate in light of said service; and

WHEREAS, the contract provides for a minimum of 10 hours of GIS services per month at a cost of \$750 a month or \$9,000 a year.

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

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with Resolution No. 08-74, the contract between Ross GIS Consulting, Inc. and the Village of Palmetto Bay, is hereby extended for a period of one (1) year with one (1) remaining one (1) year extension option.

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

PASSED and ADOPTED this _____ Day of July, 2011

Attest: _____

Meighan Alexander
Village Clerk

Shelly Stanczyk
Mayor

APPROVED AS TO FORM:

Eve Boutsis
Village Attorney

FINAL VOTE ADOPTION:

Council Member Patrick Fiore
Council Member Howard J. Tendrich
Council Member Joan Lindsey
Vice-Mayor Brian W. Pariser
Mayor Shelley Stanczyk

**AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS)
PROFESSIONAL SERVICES BETWEEN
THE VILLAGE OF PALMETTO BAY AND
ROSS GIS CONSULTING, INC.**

THIS AGREEMENT is entered into this 8th day of September, 2008, by and between the Village of Palmetto Bay (Village), a municipal corporation of the State of Florida, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and Ross GIS Consulting, Inc. (Consultant), a Florida corporation, located at 6001 SW 70th Street, #319, South Miami, Florida 33143.

WITNESSETH:

WHEREAS, the Village conducted a competitive process in accordance with its procurement procedures to solicit interest among individuals and/or firms to provide Geographic Information System (GIS) services through issuance of a Request for Proposals (RPF) on June 13th, 2008; and

WHEREAS, an evaluation committee reviewed responsive proposals received July 15th, 2008, and recommended the Consultant as the top ranked firm to provide GIS services to the Village; and

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform the work described in this agreement and the Consultant desires to accept the engagement; and

WHEREAS, the work to be performed related to providing GIS services provides support for the current GIS application and consists of creating a new web application that will integrate building, zoning and public works departmental data and developing new GIS applications as identified; and

WHEREAS, the fundamental goal of the Consultant shall be to provide the best value for GIS services to the Village, by providing qualified technical labor, knowledge of GIS related projects, software development, staff training, and the successful implementation of GIS-based solutions in a government setting; and

WHEREAS, the Consultant shall be readily available, accessible to the Village and able to provide GIS services in a flexible manner.



Village


Consultant

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

I. WHEREAS CLAUSES

The above whereas clauses are incorporated and made a part of this agreement.

II. SCOPE OF SERVICES

Two components to the scope of services shall be provided by Consultant: 1) ongoing maintenance to the current GIS system; and, 2) additional GIS development, as described below.

Consultant shall provide ongoing maintenance services to the Village's GIS system, including but not limited to:

- a. Implementation of a custom ArcGIS Server 9.3 application which contains all the capabilities of the current web mapping application.
- b. Conversion of the current GIS database to a combination of ESRI File Geodatabases and ArcSDE databases.
- c. Regular maintenance and updates to the GIS database and software.
- d. Creation of custom maps, as requested.
- e. Generation of mailing labels, upon request.
- f. Weekly updates of property appraiser records.
- g. Updates of water and sewer data, when made available.
- h. Ad-hoc generation of maps, updates of mapping templates, printing and laminating of atlases, upon request.
- i. Assessment and provision of miscellaneous tasks required for ongoing, uninterrupted functioning of GIS system software and hardware.
- j. Staff training related to ongoing maintenance functions, as necessary.
- k. Response to Village requests within two (2) day business days.

Consultant shall provide additional GIS development services, subject to funding availability and through issuance of a project specific work order, as follows:

- a. Completion of the implementation of an interface to Village historical zoning documents.
- b. Develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time.
- c. Provide staff training on use of new interfaces.



Village


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- d. Prepare annual recommendations to the Village of additional GIS software and hardware requirements.

III. TERM OF AGREEMENT; EFFECTIVE DATE

This agreement shall be for a period of three (3) years with two additional one (1) year renewal options. The Village may, but is under no obligation to extend or renew this agreement after expiration of the initial three (3) year term. The Village shall provide 30 days prior notice of its intent not to renew of any additional year term.

This agreement shall be effective immediately from and after execution of this agreement.

IV. COMPENSATION FOR SERVICES

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to ongoing maintenance services, the Village agrees to pay Consultant based upon the following rate table:

<u>Year of Agreement</u>	<u>Monthly Fee for Up to 10 hrs. of Support</u>	<u>Hourly Rate for Beyond 10 hrs. of Monthly Support</u>
One	\$ 700	\$ 65
Two	\$ 725	\$ 70
Three	\$ 750	\$ 70
Renewal(s)	\$ 750	\$ 75

In return for satisfactory performance of services provided by Consultant as specified in Section II. related to GIS development services, the Village agrees to pay Consultant as follows:

Complete implementation of an interface to Village historical zoning documents: \$ 7,750 (funding available)

To develop and implement an interface to Village Planning & Zoning documents: \$17,500 (subject to available funding and issuance of a project work order)

To develop and implement additional interfaces to Village documents based on future needs of Village departments, as may be identified from time to time:

To be determined by Consultant and


 Village

 Consultant

Village, with approval by the Village prior to any work being performed, subject to available funding and issuance of a project specific work order.

Compensation for GIS services shall be payable by the Village in arrears, each month, pursuant to the approval of the monthly invoice of Consultant. The invoice shall indicate the number of hours of GIS services provided in the prior month and any backup documentation required by the Village Manager or designee. Monthly support to be provided above ten (10) hours shall require prior, written approval by the Village, upon written request by the Consultant.

V. PERMITS, TAXES, LICENSES

Consultant shall at its own expense obtain all necessary permits, pay all licenses and memberships, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to providing GIS professional services under this agreement.

VI. ASSISTANCE PROVIDED BY VILLAGE

The Village shall provide one GIS server, an ArcGIS server Workgroup Standard 9.2 and ArcIMS 9.2, in addition to customary GIS equipment operating and office supplies. The Village shall maintain the subscriptions to obtain Miami-Dade GIS data, aerial photographys, property appraiser records and other GIS required licenses.

VII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience at any time by giving 90 days notice in writing. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. In the event that either party improperly terminates the agreement for default under section VII below, the termination shall be deemed a termination for convenience under this section.

VIII. TERMINATION FOR DEFAULT

Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within ten (10) days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach.



Village


Consultant

Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 60 days prior written notice to the Village in the event that Consultant is unable to complete the services identified in section II due to causes beyond Consultant's control.

The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default. The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

IX. INSURANCE AND INDEMNIFICATION

Consultant shall maintain throughout the period of this agreement Comprehensive Automobile Liability insurance in the minimum amount of \$300,000 combined single limit for bodily injury and property damages liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damages, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

Consultant shall maintain Workers' Compensation insurance (if applicable), to satisfy applicable statutory requirements of Chapter 440, Florida Statutes.

All insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

The Consultant shall not commence work under this agreement until it has obtained insurance required by the Village. The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations which shall include the Village as an additional insured. The certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this section and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this agreement.

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Consultant or its subconsultants, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Consultant, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Consultant or subconsultant.

The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Consultant, or the Consultant's subconsultants, suppliers and



Village


Consultant

laborers incident to the performance of the Consultant's services under this agreement. The Consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

X. TRANSFER AND ASSIGNMENT

None of the work or services under this agreement shall be subcontracted unless Consultant obtains prior written consent from the Village. Approved subconsultants shall be subject to each provision of this agreement and Consultant shall be responsible and indemnify the Village for all subconsultants' acts, errors or omissions.

The Consultant 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 Consultant 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 ten (10) days by the Consultant to the Village.

XI. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, maps, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this agreement shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this agreement shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes, Chapter 119. Upon conclusion of this agreement and any extensions, all documents shall be delivered by Consultant to the Village. The Consultant shall have the right to retain copies of the documents.

XII. RESERVATION OF RIGHTS

The parties agree that this agreement may be amended to modify the scope of services and commitment by Consultant to Village, so as to better fulfill the GIS needs of the Village. No additional consideration will be necessary to amend this agreement.

XIII. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

The Village does not waive sovereign immunity 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.



Village


Consultant

XIV. JURISDICTION AND VENUE

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

XV. SEVERABILITY

Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this agreement.

XVI. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following.

For the Village: Ron E. Williams, Village Manager
 Village of Palmetto Bay
 8950 SW 152nd Street
 Palmetto Bay, Florida 33157
 305.259.1260

For the Consultant: Matthew Ross, President
 Ross GIS Consulting, Inc.
 6001 SW 70th Street, #319
 South Miami, Florida 33143
 305.934.7992

An individual or delegated committee will be designated to represent the Village in all matters pertaining to the work as it progresses. Interference by unauthorized individuals must be controlled so as no to impede the smooth progress of the work. Consultant shall review all work to be accomplished with project representative to preclude misunderstandings.

XVII. ENTIRE AGREEMENT

The agreement, when signed by all of the parties, constitutes the full and complete understanding and agreement of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This agreement, RFP #08-PZ-01 and the proposal submission response of Consultant, incorporated by reference into this agreement, constitute the entire



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understanding between the parties and integrates by its terms all previous agreements or understandings, oral or written, between the parties. In the event of any conflict, the terms of this agreement will govern over the provisions of any incorporated documents

XVIII. INTEREST PAYMENTS

Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

XIX. SURVIVAL OF PROVISIONS

Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

XX. RECORDS/AUDITS

Consultant shall maintain complete and correct records, books, documents, papers, and accounts pertaining to the specific project. Such records, books, documents, papers, and accounts shall be available at all reasonable times for examination and audit by the Village Manager or any authorized Village representative with reasonable notice and shall be kept for a period of three (3) years after the completion of the scope of services and each project work order issued under this agreement. Incomplete or incorrect entries in such records, books, documents, papers, or accounts will be grounds for disallowance by or reimbursement to the Village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the Village. The Consultant shall comply with Chapter 119, Florida Statutes, as applicable. Refusal of the Consultant to comply with these provisions shall be grounds for immediate termination for cause by the Village of this agreement or any project work order.

XXI. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and not as officers, employees, or agents of the Village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Consultant.

XXII. ASSIGNMENT; AMENDMENTS

This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant, without prior written consent of the Village. No modification,



Village


Consultant

amendment, or alteration in the terms or conditions of this agreement shall be effective unless contained in a written documents executed with the same formality as this agreement.

XXIII. WARRANTY OF AUTHORITY

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

XXIV. 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.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this agreement on the date first above written.

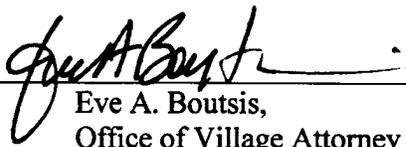
Village of Palmetto Bay,

By: 
Ron E. Williams, Village Manager

Ross GIS Consulting, Inc.

By: 
Matthew Ross, President

Approved as to Form:


Eve A. Boutsis,
Office of Village Attorney
Nagin Gallop & Figueredo, P.A.


Village
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Consultant



GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

MATTHEW M ROSS
5001 SW 70TH ST
APT 319
SOUTH MIAMI, FL 33143-3425

Policy Number: 4049824966
Effective Date: 10-07-08
Expiration Date: 04-07-09
Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2003
Make: CHEV
Model: SILVER1500
VIN: 2GCEK19T531310883

COVERAGES

BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY
PERSONAL INJURY PROTECTION
UNINSURED MOTORIST/STACKED
COMPREHENSIVE
COLLISION
EMERGENCY ROAD SERVICE
RENTAL REIMBURSEMENT

LIMITS

\$100,000/\$300,000
\$50,000
BASIC
\$100,000/\$300,000
FULL
\$20/DAY-\$600 MAX

DEDUCTIBLES

\$1000 DED/INSD&REL
\$1,000 DED
\$1,000 DED
NON-DED

___ Lienholder ___ Additional Insured ___ Interested Party

Additional Information:

Issued 10/31/2008

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THE DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

GEICO

To:

From: GEICO

Date: 10/31/2008 9:20:47 AM Eastern Daylight Time

**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND MR. RICHARD L. DOODY, ESQ.**

This contract is made and entered into this 13th day of July, 2009, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 8950 SW 152 Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Consultant).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Consultant is the sole bidder and qualified candidate which was selected by the Village Council.

WHEREAS, the Village desires to engage and retain the services of the Consultant to perform Special Master Services as described in this contract and the Consultant desires to accept the engagement; and,

NOW THEREFORE, in consideration of the sum of \$10.00 the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 The statement of work for this project shall be as provided in the RFQ for Special Master Services, which is attached as exhibit 1, and is incorporated and made a part of this contract. **In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.**

3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of the execution of this contract and expire in two (2) years. Upon the expiration of two (2) years of service, the Consultant may be reappointed for two additional one (1) year options to extend, provided that such reappointment be recommended by the Village Manager and be approved by a majority vote of the Village Council.

RBW
Village
RD
Consultant

3.2 Work shall commence upon the issuance of a written task order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 The Village shall pay the Consultant \$100.00 per hour as provided in the RFQ, which is attached as exhibit 1. The parties agree that the Consultant shall be entitled to a minimum of three billable hours in any month in which the Consultant is required to attend at least one hearing, meeting, or preceding as part of Consultant's Special Master duties.

4.2 The Village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the Village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

5. TRANSFER AND ASSIGNMENT

5.1 None of the work or services under this contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of the contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

5.2 The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this contract 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 Consultant to the Village.

6. MODIFICATIONS-CHANGE ORDERS

6.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall be incorporated in written amendments to this contract.

6.2 If any changes cause an increase or decrease in the price charged, the maximum amount of the contract, or the time required for conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the

Village

Consultant

other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 The Consultant may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the Village in the event that the Consultant is unable to complete the services identified in paragraph 2.1 due to causes beyond the Consultant's control.

7.4 The Village shall have no liability to the Consultant for future profits or losses in the event of termination for default.

7.5 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.6 Should the Consultant provide the Village with written notice of cancellation of contract, the Consultant will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the Consultant's services are delayed by the Village for more than 30 consecutive days, the Consultant may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by the Consultant to the time of termination by the Consultant. The Village shall not be liable for future profits or losses.

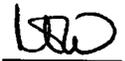
9. TERMINATION FOR CONVENIENCE

9.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Consultant. The Consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. The Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

9.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract are at any time not


Village


Consultant

forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding

10.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, the Consultant shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to the Consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

10.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to the Consultant shall be limited to payment for services when payment is received by the Village from the county, state or federal authority. The Village shall submit all required documents requesting payment within a reasonable time. The Village shall not be liable to the Consultant for work performed in the event that payment is not received by the Village from the county, state or federal funding authority. This is a pay-when-paid clause.

11. INTEREST PAYMENTS DUE TO LATE PAYMENT

11.1 The Village shall make payment to the Consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

11.2 The Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

12.1 The Consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

13. INDEPENDENT CONTRACTOR

13.1 The Consultant is furnishing its services as an independent contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

LTW
Village
R2
Consultant

14. INDEMNIFICATION

14.1 The Consultant shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of any intentional misconduct or negligence.

15. MEDIATION

15.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

15.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

15.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

16. JURISDICTION AND VENUE

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

17. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

17.1 The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

18. NOTICES

18.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Consultant and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.



Village


Consultant

19. CONTRACTING OFFICER REPRESENTATION

19.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Consultant: Law Offices Richard L. Doody, Esq., P.A.
800 East Broward Boulevard
Suite 710, Cumberland Building
Fort Lauderdale, Florida 33301
Attention: Richard L. Doody, Esq.

20. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

20.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Consultant's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

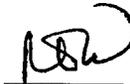
20.2 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

21. OWNERSHIP OF DOCUMENTS

21.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Consultant under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Consultant acknowledges that all documents prepared under this contract shall be public records, and shall be subject to the public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Consultant to the Village. The Consultant shall have the right to retain copies of the documents at the Consultant's expense.

22. SEVERABILITY

22.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.



Village


Consultant

23. ENTIRE CONTRACT

23.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

24. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

24.1 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and the Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to the Consultant.

24.2 The Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

24.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant.

25. WARRANTY OF AUTHORITY

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

26. MISCELLANEOUS

26.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall no be construed against either party by reason of drafting or negotiating this agreement.

[Signature Page to follow].

Village
R2

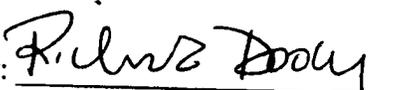
Consultant

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers,
have executed this contract as of the date first above written.

The Village of Palmetto Bay

Consultant

By: 
Ron E. Williams,
Village Manager

By: 
Richard L. Doody, Esq.

ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader,
Village Clerk

Approved as to form:

By: 
Eve A. Boutsis,
Office of Village Attorney



To: Honorable Mayor & Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: Interlocal Agreement - Film
Permitting

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE/COUNTY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Since its incorporation in 2002, the Village of Palmetto Bay has dedicated significant resources to enhancing the intrinsic beauty of this municipal area. The subsequent boost in Palmetto Bay's reputation as an enviable place to live, work, and play has also attracted increased attention among local, national, and international photographers and TV/video producers. More than ever before, the Village is being sought after as an idyllic suburban setting due to its tree-lined streets, manicured homes, and beautiful parks and shoreline areas, and due to its year-round temperate climate and proximity to myriad production firms already located in South Florida.

In an effort to better manage and facilitate commercial production of film and photography activities within the boundaries of the Village of Palmetto Bay, the "Village" desires to formally partner with the Miami-Dade Office of Film & Entertainment (the "Film Office"), which has had a long history of effectively working with such firms. The Film Office has an infrastructure and professional staff dedicated to serving as government liaison to this industry.

Benefits of Village entering into a five-year interlocal agreement with the Film Office include the following:

- The Film Office effects as a one-stop permitting process, by issuing film permits on the Village's behalf to production companies desiring to film within this municipality;
- The Film Office obtains an insurance certificate, naming the Village as an additionally insured, for one million dollars for comprehensive general liability insurance;
- The Village retains the right to reject any permit and require that production companies abide by Village filming guidelines;
- The Village maintains its own schedule of facilities, services, and associated fees and required deposits; and

- The Film Office includes the Village in any cooperative marketing material, with Village approval, in an effort to promote the Village, County, and South Florida to the film industry.

FISCAL/BUDGETARY IMPACT:

There is no budgetary expenditure in enacting this interlocal agreement with the Film Office; there is however, potential for an increase in the current income generated through Park Rental Fees paid by production companies using our municipal parks (presently, approximately \$2,000 annually).

RECOMMENDATION:

Approval.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE/COUNTY AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is desirous of entering into an Interlocal Agreement with the Miami-Dade County Film Office in order to facilitate commercial production of film and photography activities within the boundaries of the Village; and,

WHEREAS, as the Miami-Dade County Film Office has offered to enter into an Agreement with the Village to effect a one-stop permitting process, including issuing the permits and securing all required documents, including insurance certificates; and

WHEREAS, entering into an Interlocal Agreement with Miami-Dade County Film Office ensures that the Village will be informed of all production activity on both private and public property and be able to approve or disapprove the production under guidelines to be established by Ordinance; and

WHEREAS, under this agreement, Miami-Dade County will nationally market the Village of Palmetto Bay as a viable film production location; and

WHEREAS, the intent of the Miami-Dade County Film Office and Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the coordination of film events in Palmetto Bay.

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

Section 1: The Village Manager is authorized to enter into a five (5) year agreement with Miami-Dade County Film Office for Film Permitting, as attached hereto as Exhibit "A."

Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 11th day of July, 2011.

ATTEST: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

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READ AND APPROVED AS TO FORM:

Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____
Council Member Howard J. Tendrich _____
Council Member Joan S. Lindsay _____
Vice-Mayor Brian W. Pariser _____
Mayor Shelley Stanczyk _____

**INTERLOCAL AGREEMENT
FILM PERMITTING**

MIAMI-DADE COUNTY – VILLAGE OF PALMETTO BAY

THIS INTERLOCAL AGREEMENT is made and executed this 2nd day of May 2011, by and between the Village of Palmetto Bay, a Florida municipal corporation of the State of Florida (the "Village"), and Miami-Dade County, a political subdivision of the State of Florida (the "County").

WHEREAS, the Board of County Commissioners passed Ordinance 91-50, in order to effect a one-stop permitting process within the Miami-Dade Office of Film and Entertainment ("Film Office"); and,

WHEREAS, the Ordinance allows for the County to enter into interlocal agreements with the various municipalities within Miami-Dade County in order for the Miami-Dade Film Office to issue permits on their behalf to film production companies desiring to film within municipal locations; and,

WHEREAS, the various municipalities have expressed willingness to enter into this agreement with Miami-Dade County to perform this function on their behalf.

NOW THEREFORE, for and in consideration of the terms, conditions and covenants contained herein, the receipt of which is acknowledge, Miami-Dade County and the Village of Palmetto Bay agree as follows:

1. Purpose. The Village of Palmetto Bay authorizes the County, through its Film Office, to issue permits to film and still photography production companies (herein after "film companies") allowing them to utilize Village facilities and services upon prior authorization by the Village.
2. Term. The Village grants authorization to the County, through its Film Office, to issue permits for the period of five (5) years, commencing ten (10) days from the date of approval of this agreement by both parties.
3. Option to Renew. The County or the Village of Palmetto Bay may, upon written notice to the other, thirty (30) days prior to the expiration of this agreement, renew this agreement for an additional period of five (5) years.
4. Cancellation. This agreement may be canceled upon 30 days prior written notice by either party, with or without cause. Any filming permits which may have been issued prior to termination, but covering dates after the termination date shall be honored.

5. Liaison. The Village of Palmetto Bay will appoint a representative to act as liaison to the Film Office, who will coordinate Village facilities and services, and who shall be the contractual officer authorized to coordinate, schedule and approve the issuance of permits.

6. Advance Notice. The County agrees to provide written notice to the Village of Palmetto Bay, via facsimile and U.S. mail, of requests for Village facilities or services within one working day of receipt of the request from a film company for such service. The Village retains the right to deny issuance of a permit based on insufficient advance notice.

7. Insurance. The County, through its Film Office agrees to obtain from any film company issued a permit for the Village, an insurance certificate, naming the Village as an additionally insured, in the amount of one million dollars (\$1,000,000.00) for comprehensive general liability coverage. In the event that the County fails to verify required insurance, and the Village has not waived, in writing, the requirement, the County shall assume liability under state tort law, within limitations described by 768.28 of the Florida Statutes. Verifying insurance means that the County obtains a copy of the production company's liability insurance policy naming the Village as an additional insured in the amounts described above.

8. Refusal. The Village Manager in his/her discretion maintains the right to reject any permit application if the Village Manager determines that it would not be in the best interest of the Village to approve the permit application and the granting of the permit would not serve to promote the general welfare of the community.

9. Non-Exclusive Rights. The Village of Palmetto Bay retains the right to issue authorization to any production company directly and without notice to the Film Office.

10. Priority Service Consideration. The County agrees that Village services will be given first right to provide support service to production companies which are utilizing Village property.

11. Guidelines. The Village of Palmetto Bay agrees to provide in writing, Guidelines to govern the issuance of permits issued on the Village's behalf. These Guidelines are subject to revision at any time, subject to ten (10) days written notice to the Film Office. All Guidelines must conform to law.

12. Facilities. The Village agrees to provide in writing, a schedule of facilities, services and associated fees and required deposits, which it wishes to make available for use. Further, the County agrees to forward any requests for special facilities which the Village may own or control and may be requested by a production company.

13. Collections. The Village agrees that they will be responsible for the billing and collection of any fees or charges assessed to a production company for use of facilities and/or services and the County will in no way be liable for such charges, if unpaid. The

County shall not issue permits to film companies that have unpaid fees or charges assessed by the Village under this section, provided the Village has notified the County of such unpaid fees or charges.

14. Hold Harmless. The Village of Palmetto Bay agrees that the Village will hold the County harmless and that the County will be in no way be liable for any damages caused by a production company permitted to film in the Village, where the permit was issued with the appropriate authorization of the Village's Liaison.

15. Cooperative Marketing. The County agrees to include the Village in any cooperative marketing material which may be issued from the Film Office, and the terms and costs will be determined at the time of production. The Village has the right to refuse participation in the cooperative marketing materials, for any reason, including but not limited to: cost, cost sharing, and type of advertising. Further, the County agrees to list the Village by name in any reference to "one stop permitting and its participating municipalities."

16. Facility Photo File. The Village agrees to provide the County with photographs of available areas or facilities which the Village wishes to promote for the use of film production and the County agrees to make this material available to production companies, in an effort to market the Village, County, and South Florida to the film industry.

17. Notice. All legal notices regarding this agreement must be sent to the following address:

Miami - Dade County
County Manager
Attn: Office of Film & Entertainment
111 NW 1st Street, Suite 2510
Miami FL 33128

Village of Palmetto Bay
Village Manager
9705 E. Hibiscus St.
Palmetto Bay, FL 33157

18. Amendment. This agreement may be amended only by the mutual written consent of both parties.

19. Entire Agreement. This Interlocal Agreement, and the attached Exhibit to this Interlocal Agreement, contain the sole and entire agreements entered into by the parties with respect to the subject matter of the Interlocal Agreement, and supersede any and all other prior written or oral agreements.

20. Severability and Savings Clause. If any term or provision of this Interlocal Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement or the application of such term or provision to the persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Interlocal Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. Approvals and Consents. Wherever in this Interlocal Agreement the approval or consent of any party is required, it is understood and agreed that such approval or consent will not be unreasonably withheld or delayed, unless the context specifically indicates otherwise. Wherever in this Interlocal Agreement the approval or consent of the Village is required, the written approval or consent of the matter in question by the Village Manager shall satisfy the requirements for approval or consent of the Village for all purposes.

22. Governing Laws. The laws of the State of Florida shall govern this Interlocal Agreement. This Interlocal Agreement is subject to and shall be interpreted to effectuate its compliance with the Miami-Dade County Charter and the Village Charter.

23. Amendments. No amendment may be made to this Interlocal Agreement unless authorized by the Village Manager and if required, with the approval of the Village council, and the county Manager, and if required, approval of the county Commission.

24. Waiver of Jury Trial. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this lease, or arising out of, under or in connection with this Interlocal Agreement or any amendment or modification of this Interlocal Agreement, or any other agreement executed by and between the parties in connection with this Interlocal Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the Village and County entering into this agreement.

25. No Waiver of Sovereign Immunity. The parties do not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest or for any other claims and the parties retain all sovereign immunity protections available under §768.28 Florida Statutes and under Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:

Harvey Ruvin, Clerk

MIAMI-DADE COUNTY
BOARD OF COUNTY
COMMISSIONERS

BY _____
Deputy Clerk

BY _____
Assistant County Manager

Approved as to form

County Attorney

ATTEST:

Village of Palmetto Bay
Pursuant to Resolution _____

By: _____
Village Clerk

By: _____
Village Manager

Approved as to form:

Village Attorney



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: Financial Auditing Services
Fiscal Year 2010-11

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO FINANCIAL AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT WITH MARCUM, LLP (RACHLIN) FOR FINANCIAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR THE FISCAL YEAR 2010-11 AUDIT; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Section 218.39 of the Florida Statutes and Section 4.10 of the Village Charter require an independent audit of the Village's finances every year. Marcum LLP has performed a thorough, professional, objective and extensive audit of the Village's finances for the past three (3) years. As part of the audit Marcum, LLP also reviews internal controls and management practices. In addition, Marcum, LLP makes available training for accounting staff to keep current with changes or new accounting requirements.

A contract extension is being recommended in accordance with the agreement entered into on July 7, 2008 which expired after the Fiscal Year 2009-2010 audit. The contract however provides for the option of two (2) one year extensions. The requested contract extension will be for the completion of the Fiscal Year 2010-2011 audit, with payments not to exceed \$40,000.

BUDGETARY IMPACT:

Funding for this has been appropriated.

RECOMMENDATION:

Approval.

RESOLUTION NO. 2011-

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO FINANCIAL AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT WITH MARCUM, LLP (RACHLIN) FOR FINANCIAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 FOR THE FISCAL YEAR 2010-11 AUDIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 08-52 awarding a contract to Rachlin/Marcum LLP to provide financial auditing services.

WHEREAS, this accounting firm has conducted thorough and extensive audits each of the last three years of the Village's finances, and issued a clean audit every year.

WHEREAS, Village Administration recommends that it is in the best interest of the Village to extend the contract for the audit of Fiscal Year 2010-2011.

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

Section 1. Extension of Marcum LLP contract for the audit of Fiscal Year 2010-2011 is hereby approved.

Section 2. The approved amount, as budgeted, shall not exceed \$40,000 for the Fiscal Year 2010-2011 audit.

Section 3. This Resolution shall be effective upon passage.

PASSED and ADOPTED this 11th day of July, 2011.

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore

Council Member Howard J. Tendrich

Council Member Joan Lindsay

Vice-Mayor Brian W. Pariser

Mayor Shelley Stanczyk

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RESOLUTION NO. 08-52

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AUDITING SERVICES; AUTHORIZING AND APPROVING THE CONTRACT WITH RACHLIN LLC AS VILLAGE EXTERNAL AUDITORS FOR THE FISCAL YEARS 2008, 2009 AND 2010; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay's contract for auditing services has expired with the completion of the 2007 audit; and,

WHEREAS, an RFP was issued for auditing services in May 2008; and,

WHEREAS, the Audit Selection Committee ranked the proposals submitted and selected Rachlin LLC as the primary auditor; and,

WHEREAS, a contract has been successfully negotiated between the Village of Palmetto Bay and Rachlin LLC; and,

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

Section 1. The Village Council approves a three year contract with Rachlin LLC starting with the 2008 fiscal year audit.

Section 2. The Village Council has an option for two one-year extension.

Section 3. This resolution shall take effect immediately upon approval

PASSED and ADOPTED this 7th day of July, 2008.

Attest:


Melghan Rader
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis, Village Attorney
Nagin, Gallop & Figueredo

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FINAL VOTE AT ADOPTION:

- Council Member Ed Feller** YES
- Council Member Paul Neidhart** YES
- Council Member Shelley Stanczyk** YES
- Vice Mayor Linda Robinson** YES
- Mayor Eugene P. Flinn, Jr.** YES

June 11, 2008

JUN 23 2008

Honorable Mayor, Village Council and
Village Manager
Village of Palmetto Bay
8950 S.W. 152 Street
Palmetto Bay, Florida 33157

VILLAGE MANAGER'S OFFICE
RON E. WILLIAMS

As part of our continuing engagement with the Village of Palmetto Bay, Florida (the Village), Rachlin LLP (Rachlin) is pleased to confirm our understanding of the services Rachlin is to provide to the Village for the years ending September 30, 2008, 2009 and 2010. Rachlin will audit the financial statements of the governmental activities, the business-type activities (if any), each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Village of Palmetto Bay as of and for the years ending September 30, 2008, 2009 and 2010. The Village has the option to extend this contract for two additional years. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany Village of Palmetto Bay's basic financial statements. As part of our engagement, we will apply certain limited procedures to Village of Palmetto Bay's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules

Supplementary information other than RSI also accompanies Village of Palmetto Bay's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of Expenditures of Federal Awards and State Financial Assistance
- 2) Combining Fund Financial Statements

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—



Honorable Mayor, Village Council and
Village Manager
Village of Palmetto Bay
June 11, 2008
Page 2

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal and state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and the Florida Single Audit Act, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist you with the preparation of a draft of your financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them

Honorable Mayor, Village Council and
Village Manager
Village of Palmetto Bay
June 11, 2008
Page 3

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Village of Palmetto Bay and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program and state financial assistance project compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550 of the Rules of the Auditor General of the State of Florida, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Honorable Mayor, Village Council and
Village Manager
Village of Palmetto Bay
June 11, 2008
Page 4

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting

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Village Manager
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material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133, the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General of the State of Florida.

Rachlin's fees for services will be (excluding Federal or Single Audit Act Requirements – see below) \$31,000 for the fiscal year ended September 30, 2008; \$32,750 for 2009 and \$34,600 for 2010. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is required because of unexpected circumstances or for changes in the requirements of the Governmental Accounting Standards Board or our professional auditing standards or changes in the funds structure of the Village, Rachlin will discuss these circumstances with you and arrive at a new fee estimate before Rachlin incur the additional costs. If the Village extends the contract for two additional years (2010 and 2011) the fees will be \$37,000 for 2010 and \$38,500 for 2011.

In addition, if the Village of Palmetto Bay is required to undergo an audit in accordance with the Federal Single Audit Act and OMB Circular A-133, *Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards*, the additional fee will be \$6,000 for the fiscal year ended September 30, 2008, \$7,000 for 2009 and \$7,500 for 2010. This fee is dependent on the number of federal programs that have to be tested as a major program in accordance with the requirements of the Federal Single Audit Act and OMB Circular A-133.

If, during any year of this contract, the Village of Palmetto Bay is subject to the Florida Single Audit Act and Chapter 10.550 Rules of the Auditor General, the additional fee will be \$6,000 for the fiscal year ended September 30, 2008, \$7,000 for 2009 and \$7,500 for 2010. This fee is dependent on the number of state programs that have to be tested as a major program in accordance with the requirements of the Florida Single Audit Act and the Rules of the Auditor General, Chapter 10.550.

Indemnification

Rachlin shall be liable and responsible for any and all damages to persons or property (hereinafter referred to as "loss"), and shall indemnify and hold harmless the Village, its elected and appointed officials, and its employees, agents and representatives for the loss and any liabilities, claims, demands, actions, judgments, costs and reasonable expenses (including reasonable attorney fees) directly relating to the loss, if the loss was solely caused as a result of Rachlin's failure to satisfy its obligations under generally accepted auditing standards through negligence or error or omission of Rachlin or its employees, if any; and Rachlin shall pay all claims and losses of any nature whatever arising therefrom, and shall defend Village, when applicable, all suits arising therefrom and shall pay all costs and judgments which may issue thereon, except to the extent caused by the negligence, error or omission of the Village's officers or employees or by any third party.

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Insurance

During the term of this agreement, Rachlin will carry professional liability insurance coverage in the amount of \$5,000,000, with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which Rachlin shall become legally obligated to pay as damages for claims arising out of the services performed by Rachlin or any person employed by Rachlin in connection with this engagement agreement. The insurance shall be maintained for three years after completion of services under this engagement agreement. The insurance shall be placed with best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

Rachlin shall furnish certificates of insurance to the Village prior to the commencement of operations and the policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained in this engagement agreement. The certificates shall clearly indicate that Rachlin has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve Rachlin of its liability and obligations under this engagement agreement.

Document Production

The Village agrees that all records, documentation, and information requested in connection with the audit will be made available, that all material information will be disclosed and that the full cooperation of Village personnel will be provided. As required by generally accepted auditing standards, specific inquiries will be made of management about the representations embodied in the financial statements, the effectiveness of the internal controls and the Village's compliance with certain laws and regulations, and Village management will provide a representation letter about these matters. The responses to inquiries, the written representations, and the results of audit tests comprise the evidential matter the auditors will rely upon in forming an opinion on the financial statements. Because of the importance of management's representations to the effective performance of the audit services, the Village will release Rachlin and their personnel from any claims, liabilities, costs and expenses relating to their services under this agreement attributable to any misrepresentations in the representation letter referred to above. The rights and remedies of the Village provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this engagement letter.

Document Retention

The workpapers for this engagement will be retained for a minimum of five years after the date of the auditors' report is issued or for any additional period requested by the regulatory or grantor agency. If Rachlin is aware that any regulatory agency, or auditee is contesting an audit finding, Rachlin will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

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Village Manager
Village of Palmetto Bay
June 11, 2008
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Ownership of Documents

All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by Rachlin under this engagement agreement shall be deemed the property of Rachlin, in accordance with Florida Statutes Section 473.318.

Termination for the Convenience of the Village

The Village may terminate this engagement agreement at any time by giving 30 days written notice to Rachlin. If the engagement agreement is terminated by the Village as provided herein, Rachlin shall be paid for the time provided and expenses incurred up to and including the termination date.

Right to Withhold

If work identified under this engagement letter is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to us, of any sums as the Village may deem ample to protect it against loss, or to ensure payment of claims arising therefrom, and, at its option, the Village may apply such sums in such manner as the Village may deem proper to secure itself or to satisfy such claims. The Village will provide Rachlin with ten (10) days prior written notice in the event that it elects to exercise its right to withhold under this section.

Termination Due to Nonpayment

Rachlin's invoices for services will be rendered as work progresses and are payable within 30 days. In accordance with Rachlin's firm policies, work may be suspended if the Village account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If Rachlin elects to terminate our services for nonpayment, our engagement will be deemed to have been completed even if Rachlin has not completed our report. The Village will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs (postage, copies, faxes) through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If there are significant changes to the nature of the operations and the fund structure of the Village, Rachlin will discuss the additional time necessary to complete the audit. If significant additional time is necessary, Rachlin will discuss it with the Village and arrive at a new fee estimate before Rachlin incurs the additional costs.

In the event that Rachlin determines to resign due to nonpayment but not pursuant to the right to withhold provision, and the Village seeks damages allegedly resulting from such resignation, Rachlin's maximum liability to the Village in the event Rachlin is held liable because of such resignation shall be limited to the fees actually paid to Rachlin to the date of resignation. This engagement agreement is renewable at the option of the Village of Palmetto Bay. The Village designates its Village manager with the authority to renew Rachlin's engagement annually, for up to two years.

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Sovereign Immunity and Attorneys' Fees

The Village does not waive sovereign immunity for any claim for breach of contract except to amount of the contract; 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, including, but not limited to paralegal costs, and computer research costs. The Village shall not be liable for the prejudgment interest.

Entire Contract

This engagement agreement, when signed by all of the parties, constitutes the full and complete understanding and contract of the parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This engagement agreement and any incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts, agreements or understandings, oral or written, between the parties. In the event of any conflict, the terms of this engagement agreement will govern over the provisions of any incorporated documents.

Notices

All notices given or required hereunder shall be deemed sufficient if sent United States mail, postage prepaid, to the address of Rachlin and to the Village specified in this engagement agreement, unless either party hereto shall specify to the other party a different address for the giving of such notices.

Jurisdiction and Venue

Florida law shall govern the terms of this engagement letter. Venue shall be in state or federal court within Miami-Dade County, Florida.

Mediation

Any claim or dispute arising out of or related to this engagement agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both Village and Rachlin waive any right to arbitration. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

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Contracting Officer Representation

For the purposes of this engagement agreement, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
Attn: Village Manager, Ron E. Williams
8950 SW 152nd Street
Palmetto Bay, FL 33157
(305) 259-1234

To Rachlin: Rachlin LLP
Attn: G. Jerry Chiocca, Partner
One Southeast Third Avenue, Tenth Floor
Miami, Florida 33131
(305) 377-4228

Non-Discrimination

Rachlin agrees that no person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this engagement agreement on account of race, creed, color, sex, religion, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Severability

Should any section or any part of any section of this engagement agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or part of any section of this engagement agreement.

Contingency Fee and Code of Ethics Warranty

Rachlin warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Rachlin has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this engagement agreement to Rachlin. Rachlin warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this engagement agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the engagement agreement and forfeiture of funds paid, or to be paid, to Rachlin.

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Assignability of Engagement

Rachlin further affirms that Rachlin shall not assign or transfer any interest in this engagement except that claims for monies due or to become due from the Village under this engagement may be assigned to a bank, trust company, or other financial institution.

Government Auditing Standards require that Rachlin provides you with a copy of our most recent quality control review report. Our most recent (dated 2007) peer review report has been previously furnished to you.

Rachlin appreciates the opportunity to be of continued service to the Village of Palmetto Bay and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



G. Jerry Chiocca, CPA
Partner

ACCEPTED:

This letter correctly sets forth the understanding of the Village of Palmetto Bay, Florida.

ATTEST:

Meghan J. Pier, Village Clerk

VILLAGE OF PALMETTO BAY

By: 

Ron E. Williams, Village Manager

This ____ day of _____, _____

APPROVED AS TO LEGAL SUFFICIENCY:

Eve A. Boutsis, Village Attorney

F:\08\11565\Single Audit Engagement Ltr



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: FY 2011-2012 Maximum
Millage Rate, Rollback 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 2011-2012; FURTHER DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

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 three (3) important TRIM rules – establishment of the maximum millage rate, rollback 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 also 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 \$2,358,676,121. This valuation represents a 1.28% decrease over Fiscal Year 2010-11 level of \$2,389,172,061.

It is important to highlight that while the total market value of property within the Village might have decreased, 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 1.28% decrease in the market value of their home this past year, but the assessed value can still go up by the lesser of 3% or the Consumer Price Index (CPI), which happens to be 1.5% as of December 2010. 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 or the School Board. 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 12, 2011 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157
Second Budget Hearing	Monday, September 26, 2011 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157

RECOMMENDATION:

The Administration is recommending using the current millage rate of 2.447 as the maximum millage for the Village of Palmetto Bay for Fiscal Year 2011-2012.

Approval is recommended.

1
2
3 RESOLUTION NO. _____
4

5 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
6 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
7 AD VALOREM TAXES; ESTABLISHING THE PROPOSED
8 MAXIMUM MILLAGE RATE AND SETTING THE DATES,
9 TIMES AND LOCATION FOR THE FIRST AND SECOND
10 BUDGET HEARINGS FOR FY 2011-2012; FURTHER DIRECTING
11 THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH
12 THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND
13 PROVIDING FOR AN EFFECTIVE DATE.
14

15 WHEREAS, the Village has received the Certification of Taxable Value from the
16 Miami-Dade County Property Appraiser; and,
17

18 WHEREAS, the Village is required under State Statutes to establish and furnish to the
19 Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at
20 which public hearings will be held to consider the FY 2011-2012 millage rate and budget; and,
21

22 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
23 COUNCIL OF THE VILLAGE OF PLAMETTO BAY, FLORIDA, AS FOLLOWS:
24

25 Section 1. The proposed maximum millage rate for the Village of Palmetto Bay for
26 FY 2011-2012 is established at 2.447 mills, which is \$2.447 for each \$1,000.00 of assessed
27 property within the Village of Palmetto Bay.
28

29 Section 2. The proposed date and place of the first and second public hearings are
30 scheduled as follows:
31

32 First Budget Hearing Monday, September 12, 2011 Village of Palmetto Bay
33 7:00 PM Municipal Center
34 9705 E Hibiscus Street
35 Palmetto Bay, FL 33157
36

37 Second Budget Hearing Monday, September 26, 2011 Village of Palmetto Bay
38 7:00 PM Municipal Center
39 9705 E Hibiscus Street
40 Palmetto Bay, FL 33157
41

42 Section 3. The Village Clerk is directed to file the original certification of Taxable
43 Value and a certified copy of this resolution to the Property Appraiser.
44

45 Section 4. This Resolution shall take effect immediately upon enactment.
46
47

1 PASSED and ADOPTED this 11th day of July, 2011.

2
3
4 Attest: _____

5 Meighan Alexander, CMC
6 Village Clerk

7 Shelley Stanczyk
8 Mayor

9 APPROVED AS TO FORM:

10
11 _____
12 Eve A. Boutsis
13 Village Attorney

14
15
16
17 FINAL VOTE AT ADOPTION:

18
19 Council Member Patrick Fiore _____

20
21 Council Member Howard Tendrich _____

22
23 Council Member Joan Lindsey _____

24
25 Vice Mayor Brian Pariser _____

26
27 Mayor Shelley Stanczyk _____

28
29
30



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: Palmetto Bay Park
Softball Field –Quad Netting
System

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; AUTHORIZING AN EMERGENCY PURCHASE FOR THE PROCUREMENT AND INSTALLATION OF A FOUL-BALL NETTING SYSTEM AT PALMETTO BAY PARK IN AN AMOUNT NOT TO EXCEED \$65,000; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO THE LOWEST, MOST-RESPONSIVE BIDDER PURSUANT TO BID NO. 2011-PR-001; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Since the inaugural ceremony celebrating the opening of Palmetto Bay Park in 2007, thousands of Village residents and visitors have experienced the many quality amenities and recreational opportunities. From softball to skateboarding, or simply enjoying a leisure walk through this grand 25 acre park, we continue to grow and assure a diverse offering of recreational activities for the entire family to enjoy.

In recognition of the Village Council's commitment to the safety of all visitors and residents to all Village parks, we consistently continue to upgrade and enhance our facilities. We have identified the lack of a sufficient backstop or foul-ball netting system at Palmetto Bay Park which has placed the safety and welfare of our many park patrons in jeopardy. The need for such a safety system is imperative in order to protect and prevent injury to spectators and players, hopefully prior to the start of the fall play season. The proposed netting system as engineered by C3TS Architects and Engineering Planners, consists of black nylon netting supported by suspended cables connected to the existing backstops and concession/quad building, will offer complete overhead protection for walkway and concession areas, and ball retrieval, not currently afforded by the existing structure.

The scheduled opening of the Invitation to Bid for this urgent project shall not take place until after the July 11, 2011, Council Meeting; and given the fact that no subsequent Council meetings are scheduled until September, it is recommended that the Council deem this an Emergency Procurement in order to effectuate award and installation prior to the upcoming fall softball season.

Section 2-175(h) of the Village Code defines Emergency Procurements as follows: "Notwithstanding any other provision of this division, the Village Manger may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by F.S. & 255.20. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file."

It is recommended that the foul-ball netting system project for Palmetto Bay Park, as described in Invitation to Bid No. 2011-PR-001, be deemed to be an emergency procurement pursuant to Village Code, Section 2-175(h).

It is further recommended that the Village Manager be authorized to complete the procurement process, including an award of bid and issuance of a purchase order for installation of the described foul-ball netting system, to the lowest, most-responsive bidder pursuant to Invitation to Bid No. 2011-PR-001. The Village Manager shall report the final outcome on the procurement and contract award to the Village Council at the September 12, 2011 Council meeting.

FISCAL IMPACT:

The funding for this contract shall come from Palmetto Bay Park Capital Improvements and should not exceed \$65,000.

RECOMMENDATION:

Approval of this item is recommended

1 contractor's name, the amount and type of the contract, a listing of the item(s) procured under
2 the contract, and the identification number of the contract file.”
3

4 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
5 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
6

7 **Section 1.** The foul-ball netting system project for Palmetto Bay Park, as described
8 in Invitation to Bid No. 2011-PR-001, is hereby deemed to be an
9 emergency procurement pursuant to Village Code, Section 2-175(h).
10

11 **Section 2.** The Village Manager is authorized to complete the procurement process,
12 including an award of bid and issuance of a purchase order for installation
13 of the described foul-ball netting system, to the lowest, most-responsive
14 bidder pursuant to Invitation to Bid No. 2011-PR-001. The Manager
15 shall report the final outcome to the Council at the first meeting following
16 completion of the bid award process.
17

18 **Section 3.** This Resolution shall take effect immediately upon approval.
19

20 **PASSED and ADOPTED** this 11th day of July, 2011.
21

22
23
24 Attest:

25 _____
26 Meighan Alexander
27 Village Clerk

28 _____
29 Shelley Stanczyk
30 Mayor

31 APPROVED AS TO FORM:
32

33 _____
34 Eve Boutsis
35 Village Attorney
36

37 FINAL VOTE AT ADOPTION:
38

39 Council Member Patrick Fiore _____
40 Council Member Howard J. Tendrich _____
41 Council Member Joan Lindsay _____
42 Vice-Mayor Brian W. Pariser _____
43 Mayor Shelley Stanczyk _____
44

**VILLAGE OF PALMETTO BAY
INVITATION TO BID
BID#: 2011-PR-001**

**PALMETTO BAY PARK
SOFTBALL FIELD-QUAD NETTING SYSTEM**

The Village of Palmetto Bay is currently soliciting bids from qualified contractors for the procurement and installation of a softball field-quad netting system at Palmetto Bay Park, 17535 SW 95th Avenue, Palmetto Bay, Florida 33157, as specified herein.

Sealed bids will be received by the Village Clerk, 9705 East Hibiscus Street, Palmetto Bay, FL 33157, no later than 2:00 p.m. on or before Friday, July 22nd, 2011, at which time they will be publicly opened and announced. A **mandatory pre-bid conference** is scheduled for Wednesday, July 13th, 2011, at Village Hall, 9705 East Hibiscus Street, Palmetto Bay, in the 1st Floor Conference Room. To be considered, all interested parties must request a copy of the Invitation to Bid (Bid) and submit one original and eight copies of the required information and documents in one (1) sealed envelope, entitled **“PALMETTO BAY PARK SOFTBALL FIELD-QUAD NETTING SYSTEM, BID 2011-PR-001”**. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the Bid.

The Village reserves the right to reject any or all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified firms can obtain information by contacting the Village of Palmetto Bay at (305) 259-1234.



INVITATION TO BID
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

TITLE:

Palmetto Bay Park Softball Field-Quad Netting System

BID NUMBER 2011-PR-001

BID OPENING: July 22, 2011

Pursuant to the Village and County's "Cone of Silence" provisions, public notice is hereby given that a Cone of Silence is imposed concerning this bid. The Cone of Silence prohibits communications concerning the bid until such time as the Village Manager makes a written recommendation to the Village Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Bid.

ISSUED: July 6, 2011

Palmetto Bay Park Softball Field-Quad Netting System
Village of Palmetto Bay Bid No. 2011-PR-001

SECTION 1: GENERAL CONDITIONS

A mandatory pre-bid conference will be held on Wednesday, July 13th, 2011 at 10 a.m. at the current Village Hall location, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157; 1st Floor Conference Room. A site visit to Palmetto Bay Park will be conducted at the conclusion of the pre-bid conference.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL DISQUALIFY ANY PROSPECTIVE BIDDER FROM SUBMISSION OF A BID.

At the mandatory pre-bid meeting, representatives of the Village will be available to answer questions and explain the intent of this bid. Questions about, or requested modifications to the bid documents which have been submitted in writing and received by the Village, at least five (5) business days prior to the mandatory pre-bid meeting will be addressed. Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to Fanny Carmona Gonzalez, Parks & Recreation Director, Village of Palmetto Bay, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157, or fcarmona@palmettobay-fl.gov. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the mandatory pre-bid meeting, the Village may prepare written documentation to answer questions which were addressed at the mandatory pre-bid meeting which relate to interpretation of, or changes to, the bid documents which the Village deems appropriate for clarification.

No bidder shall take exception to the specifications of this bid. Bidders taking exception to the specifications may be rejected as non-responsive.

1.01 SEALED BIDS:

The Village of Palmetto Bay ("Village") will receive sealed bids no later than **2:00 P.M., Friday, JULY 22nd, 2011** or any time prior thereto at the address indicated below and clearly marked with the bid title and number, **"PALMETTO BAY PARK SOFTBALL FIELD-QUAD NETTING SYSTEM; BID 2011-PR-001"**

Attention: Village Clerk
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

To be considered for a valid Bid Response, **ONE ORIGINAL AND EIGHT COPIES** of the Bid Form as well as any other pertinent documents must be returned, properly completed. Bid responses may be delivered to the Village via hand delivery, courier, U.S. Mail, or other private mail carrier service (UPS, FEDEX, DHL, etc.). All bid responses are subject to the conditions specified hereon and on all attachments and addendums to this Bid.

Bid responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the Village of Palmetto Bay. Faxed or e-mailed bid responses will not be accepted.

All bidders are reminded that it is the sole responsibility of the bidder to ensure that their bid is time stamped in the Office of Clerk prior to 2:00 p.m., local time, on Friday, July 22nd, 2011 date. Failure of a bidder to submit their bid response and ensure that their bid is time stamped prior to the time stated above shall render a bidder to be deemed non-responsive and the bid shall not be considered for award.

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1.02 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.03 PRICES QUOTED:

The bid response should include all deductions for trade discounts and the bid response should include firm net pricing, per each category. The bid response is required to include both unit price and extended total price, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid Palmetto Bay, Florida with delivery to the location specified at the time of order. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein.

1.04 TAXES:

The Village of Palmetto Bay is exempt from all Federal Excise and State taxes. The applicable tax exemption number will be reflected on any Purchase Order.

1.05 MISTAKES/ADDITIONAL TERMS AND CONDITIONS/EXCEPTIONS:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. No additional terms or conditions submitted by the Bidder in response to the bid shall have no force and effect and are inapplicable to this bid. NO exception to the terms or conditions shall be allowed.

1.06 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.07 BID OPENING:

Bids shall be opened and publicly read at Village Hall, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

1.08 LEGAL REQUIREMENTS/LITIGATION DISCLOSURE:

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

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All bidders will require compliance with the Shannon Melendi Act, as adopted by the Village. The Bidder shall certify that its employees or independent contractors, or agents, assigned to the Village comply with the provisions of the Act. Certification of compliance shall be provided to the Village, upon award of contract, and upon the Village's request, thereafter.

Bidder shall provide a summary of any litigation or arbitration that the bidder (Bid response), its parent company or its subsidiaries have been engaged in during the past three years against or involving: any public entity for any amount, or any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any bidder (bid response) it determines to be excessively litigious. The Village may disqualify a bidder on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust, or unfair competition.

Bidder shall comply with the disclosure requirement contained herein relating to public entity crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an agreement to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this bid, bidder certifies that it is qualified under section 287.133, Florida Statutes, to provide the services set forth in this bid.

1.09 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.10 LIABILITY INSURANCE AND PERMITS:

Where bidders are required to enter or go onto Village of Palmetto Bay property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses and insurance and assure all work complies with all applicable Miami-Dade County, Village of Palmetto Bay and industry standards for the sports field netting systems. The bidder shall be liable for any damages or loss to the Village occasioned by negligence of the bidder (or agent) or any person the bidder has designed in the completion of the contract as a result of his or her bid.

1.11 CERTIFICATES OF INSURANCE:

After acceptance of the bid response, the Village will notify the successful bidder to submit a Certificate of Insurance. The successful bidder (Contractor) shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. The successful bidder shall be required to comply with the following conditions and provide the insurance indicated below:

The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

The Contractor shall not commence work under this contract until it has obtained all insurance required by the Village. The Contractor shall defend, indemnify and hold the Village harmless from any and all

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claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Contractor, or the Contractor's Subcontractors, suppliers and laborers incident to the performance of the Contractor's services under this contract. The Contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

The Contractor shall maintain during the term of this contract the following insurance:

- A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.
- B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.
- C. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in a comprehensive form and shall protect the bidder and the Village against claims for injuries to members of the public and/or damages to property of others arising from the bidder's use of motor vehicles or any other equipment and shall cover operation with respect to on-site and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limit of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Service Office.
- D. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.
- E. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida. All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The bidder shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

1.12 SUBSTITUTIONS:

The Village of Palmetto Bay, Florida will not accept substitute shipments of any kind, unless approved in advance by the Village Manager or his designee. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any unapproved substitute shipments will be returned at the bidder's expense.

1.13 FACILITIES:

The Village, at its sole discretion, reserves the right to inspect any/all Bidder's facilities and/or request that the Bidder participate in live presentations to determine their capability of meeting the requirements of the Contract. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

1.14 PROTESTS, APPEALS AND DISPUTES:

Protests to this Bid must be filed in accordance with the provisions of subsection o, entitled Bid Protest, of Ordinance No 03-09 of the Village of Palmetto Bay, relating to procurement.

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1.15 DISCLAIMER:

The Village may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village. The selection shall be based on the bid, which is, in the sole opinion of the Village Council, in the best interest of the Village. The issuance of this Bid constitutes only an invitation to make presentations to the Village. The Village reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village shall have no liability to any Bidder for any costs or expense, incurred in connection with responding to this Bid request.

1.16 EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Bidder is familiar with and agrees to comply with the contents of this Bid request.

1.17 INTERPRETATIONS, CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

All inquiries are to be addressed during the pre-bid conference as indicated above. Any interpretations of the Bid will be made only by Addendum duly issued by the Village Manager or his designee. The Village shall issue an Informational Addendum if clarification or minimal changes are required. The Village shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be mailed to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Bid response. Failure of a bidder to include a signed formal Addendum in its Bid Response shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest. The Village will not be responsible for any other explanation or interpretation made verbally or in writing by any other Village representative.

1.18 AWARD OF CONTRACT:

A. The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the Village. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award relating to Tie Bids, which is described in the Special Conditions. The award shall be based upon the lowest, responsive bidder conforming to the Base Bid Price. Additional, optional, or miscellaneous services shall not be considered part of the Base Bid Price.

B. The Village shall award a contract to a Bidder through action taken by the Bay Village Council at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance, mailed or otherwise furnished to the successful Bidder.

C. The General Terms and Conditions, the Special Conditions, the Bidder's Response and the Purchase Order are collectively an integral part of the contract between the Village of Palmetto Bay and the successful Bidder.

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D. While the Village of Palmetto Bay Village Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in this Invitation to Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the Village. If the Bidder is in default, the Village, through the Village Manager or his designee, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E. If the Village exercises the right, in writing, to modify special conditions, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. If the updated documents are not submitted by the Bidder in complete form within the time specified, the Village may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.

F. The Village reserves the exclusive rights to: waive any deficiency or irregularity in the selection process; accept or reject any or all bids, in part or in whole; request additional information as appropriate; or reject any or all submittals if found by the Village not to be in the best interest of the Village. By submitting a bid for the services, all bidders acknowledge and agree that no enforceable agreement arises until the Village negotiates and approves the Contract with the selected bidder.

1.19 ASSIGNMENT:

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village. A bidder who is, or may be purchased by or merged with any other corporate entity during any stage of the bid process, through to and including awarding of and execution of the contract, is subject to having its bid disqualified as a result of such transaction. The Village Manager shall determine whether a bid is to be disqualified in such instances.

1.20 SUNSHINE LAW:

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.21 CONE OF SILENCE:

A. **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between: a potential vendor, service provider, bidder, lobbyist, or consultant, and: the Village Council members, Village's professional staff including, but not limited to, the Village Manager and his or her staff, any member of the Village's selection or evaluation committee (if applicable).

B. **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Village Hall. The Village Manager shall issue a written notice thereof to the affected departments, file a

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copy of such notice with the Village Clerk, with a copy thereof to each Village Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Village Council meeting (whether regular, special or Committee of the Whole meeting) at which the Village Manager makes his or her written recommendation to the Village Council. However, if the Village Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

D. **Exceptions to Applicability:** The provisions of this section shall not apply to: oral communications at pre-bid conferences; oral presentations before selection or evaluation committees; public presentations made to the Village Council members during any duly noticed public meeting; communications in writing at any time with any Village employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or bidder shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request; communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; communications with the Village Attorney and his or her staff; duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation; any emergency procurement of goods or services pursuant to Village Code; responses to the Village's request for clarification or additional information; contract negotiations during any duly noticed public meeting; communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

E. **Penalties:** Violation of this section by a particular bidder or bidder shall render any RFP award, RFQ award or bid award to said bidder or bidder voidable by the Village Council or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village employee may subject said employee to disciplinary action.

Please contact the Village Attorney for any questions concerning "Cone of Silence" compliance.

1.22 BUSINESS ENTITY DISCLOSURE STATEMENT:

All Bidders shall comply with the Conflict of Interest and Code of Ethics Ordinances of the Village of Palmetto Bay and Miami-Dade County, particularly Section 2-11.1 c, Miami Dade County Code.

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1.23 FORCE MAJEURE:

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

1.24 WAIVER OF JURY TRIAL:

The Village and the Bidder knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.25 ELIGIBILITY:

All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

1.26 NO COLLUSION:

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which the bidder are believed to be involved. The bidder shall include the Non-Collusion Affidavit as set forth in the form, attached hereto. Bidder's failure to include the affidavit shall result in disqualification.

1.27 WITHDRAWAL OR REVISION OF BID PRIOR TO AND AFTER OPENING:

A bidder may withdraw his/her Bid at any date and time prior to the time the bid is scheduled to be opened. No bidder may withdraw its bid within 120 calendar days after the bid opening date.

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SECTION 2: SPECIAL CONDITIONS:

2.01 PURPOSE:

The purpose of this Invitation to Bid is to identify and award a contract for the procurement and installation of a specified softball field-quad netting system for Palmetto Bay Park as further explained and detailed under **Section 3.01 – Scope of Work and Section 4 – Specifications.**

2.02 TERM OF CONTRACT:

The successful bidder will agree to procure and install the specified netting system within thirty (30) days of receipt of purchase order. .

2.03 RESPONSE TIME:

Vendors shall specify on the attached Bid Form respective project completion dates.

2.04 PRICES SHALL BE FIXED AND FIRM FOR AWARDED CONTRACT:

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the Village at any time during the contractual term.

2.05 SAMPLES:

Samples of items, when required, must be furnished by the Bidder free of charge to the Village. Each individual sample must be labeled with the Bidder's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicated a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The Village will not be responsible for returning samples.

2.06 RESERVED:

2.07 TIE BIDS:

Tie bids shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace, that is, in the event of an identical Tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the Village. In order to have a drug-free workplace program, a business shall:

2.07.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2.07.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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2.07.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

2.07.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

2.07.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

2.07.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

If no drug free work place policy is in place, then the Village Manager is provided the discretion to choose between the two bidders for final recommendation to the Village Council. The Village Council may accept, reject, or modify the recommendation of the Village Manager.

2.08 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.09 EXPERIENCE:

Bidder shall have a minimum of two (2) years of successful experience in providing same or similar services regarding installation of sports field netting systems. A summary of all of the most recently awarded and serviced comparable jobs, for the past two (2) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contract/reference person with phone number.

2.10 PROPERTY:

Property owned by the Village of Palmetto Bay is the responsibility of the Village of Palmetto Bay. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the Village of Palmetto Bay. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the Village of Palmetto Bay shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

2.11 REFERENCES:

Each bid response must be accompanied by a list of references (a minimum of three (3) references must be on the list), which shall include the name of the company, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

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2.12 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

Workmanship of units will be inspected and approved by the Village Manager or his designee.

2.13 EXECUTION OF CONTRACT:

At least four (4) counterparts of the Contract, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Bidder to the Village within ten (10) calendar days of receipt of the Notice of Award.

2.14 BIDDER QUALIFICATIONS AND SUBMISSION REQUIREMENTS:

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against him or his work.

Bidders are required to submit with their bid the documentation listed below as evidence of their qualifications and experience.

1. State of Florida or Miami-Dade County License
2. Articles of Incorporation
3. Relative Experience – list of similar projects performed for other municipalities, Governmental agencies, or privately owned facilities for the past two (2) years
4. Bidder Qualification Statement (form enclosed)

2.15 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Bid or the Contract will be deemed or construed to create a partnership or joint venture between the Village of Palmetto Bay and Contractor, or to create any other similar relationship between the parties.

2.16 QUALIFICATIONS OF SUBCONTRACTORS, MATERIAL MEN, AND SUPPLIERS:

Bidder shall submit to the Village for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of Subcontractor and other persons and organizations must be submitted as specified in this Invitation to Bid.

Within thirty (30) working days from the Notice of Award, the Village will notify the Bidder in writing if after due investigation, the Village has reasonable objection to any subcontractor, person, or organization on such list. Failure of the Village to make objection to any Subcontractor, person, or organization on the list within thirty (30) days of the receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Village to reject defective work, material, or equipment, or work, material, or equipment not in conformance with the requirements of the Contract documents.

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If, prior to the Notice of Award, the Village has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

The Bidder agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Village. The Bidder shall be responsible for the coordination of the trades, Subcontractor and material men engaged upon their Work.

The Village will not undertake to settle any differences between the Bidder and their Subcontractors or between Subcontractors. If in the opinion of the Village, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the Bidder if and when directed by the Village in writing.

2.17 VILLAGE'S RESPONSIBILITIES:

The Village will furnish the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment. The Village will, upon request, furnish to the Contractor, copies of all available boundary surveys and subsurface tests at no cost.

2.18 BIDDER'S RESPONSIBILITIES:

2.18.1 Supervision and Superintendence: The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at each site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's office).

2.18.2 Labor, Materials and Equipment:

a) The Contractor will provide competent, suitably qualified personnel to lay out the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.

b) The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

c) All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.

d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

Palmetto Bay Park Softball Field-Quad Netting System

Village of Palmetto Bay Bid No. 2011-PR-001

2.19 CONCERNING SUBCONTRACTORS:

The Contractor will not employ any Subcontractor, against whom the Village may have reasonable objection, nor will the Contractor be required to employ any Subcontractor who has been accepted by the Village, unless the Village determines that there is good cause for doing so.

- a. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by him and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between Village and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Village to pay or to see to payment of any persons due subcontractor or other person or organization, except as may otherwise be required by law. Village may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specified Work done in accordance with the schedule values.
- b. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Village.
- c. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.
- d. The Contractor shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon their Work.
- e. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the Contractor the same power as regards to terminating any subcontract that the Village may exercise over the Contractor under any provisions of the Contract Documents.
- f. The Village will not undertake to settle any differences between the Contractor and their Subcontractors or between Subcontractors.
- g. If any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the Contractor if and when directed by the Village in writing.

2.20 SAFETY AND PROTECTION:

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees and other persons who may be affected thereby,
- b. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Village.

2.21 EMERGENCIES:

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the

Palmetto Bay Park Softball Field-Quad Netting System

Village of Palmetto Bay Bid No. 2011-PR-001

Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

2.22 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in particular, the Palmetto Bay Policing Unit, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

2.23 USE PREMISES:

The Bidder shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Bidder shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Bidder shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

2.24 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

Any existing surface or subsurface improvements, such as pavements curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not otherwise identified as part of the Work shall be protected from damage during maintenance activities. Any such improvements damaged during construction of the Project shall be restored at the expense of the Contractor to a condition equal to that existing at the time of award of Contract.

2.25 DIFFERING SITE CONDITIONS:

The Contractor shall within forty eight (48) hours of their discovery, and before such conditions are disturbed, notify the Village in writing, of:

- a. Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
 - b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally inherent in Work of the character provided for in this Contract.
- The Village shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice as required above; provided, however, the time prescribed therefore may be extended by the Village. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

2.26 DEFINITIONS:

Whenever used, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Agreement (or Contract Document): The written Agreement between the Village and the Contractor covering the Work to be performed, which includes the Contract Documents.

Palmetto Bay Park Softball Field-Quad Netting System

Village of Palmetto Bay Bid No. 2011-PR-001

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or correction.

Bid: the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a Bid for Work.

Contract Document (or Agreement): The written Agreement between the Village and the Contractor covering the Work to be performed, which includes the Contract Documents.

Contractor: The person, firm or corporation with whom the Village has executed the Agreement.

Notice of Award: The written notice by Village to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Village will execute and deliver the Agreement to him.

Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Village: Village of Palmetto Bay, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Palmetto Bay Park Softball Field-Quad Netting System

Village of Palmetto Bay Bid No. 2011-PR-001

SECTION 3: SCOPE OF SERVICES

3.01 SCOPE OF WORK:

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services necessary for the procurement and installation of a netting system in accordance with specifications described herein and as requested by the Village, specifically engineered for the softball fields-quad located at Palmetto Bay Park, 17535 SW 95 Avenue, Palmetto Bay, Florida 33157; and further detailed under Section 3.09, Section 3.10 and Section 3.11.

3.02 FAMILIARITY WITH SCOPE OF WORK AND FACILITIES:

By submitting a bid, the Bidder certifies that he/she is familiar with the site and the proposed scope of work, prior to submitting a bid.

3.03 EQUIPMENT:

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract.

Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Village may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Village of Palmetto Bay.

The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. Equipment may be inspected and evaluated by the Village of Palmetto Bay prior to award of this bid.

3.04 STORAGE AND MOBILIZATION FACILITY:

If necessary, the contractor must provide an on-site storage container for temporary storage of equipment, supplies and materials as a part of the installation process. No on-site storage area will be provided by the Village.

3.07 SPECIAL CONTRACT REQUIREMENTS:

1. The President/ Chief Operating Officer of the contracting firm must be available to attend meetings with the Village upon request.
2. In the event of an Act of God (i.e. storm, tornado, or hurricane) or other incident, the contractor, must initiate appropriate measures to ensure protection of any work-in-progress prior to final inspections and turn over to the Village.
3. All of the contractor's employees must wear a uniform that identifies the company name at all times.
4. No fuels, oils, solvents, or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties.

Section 4: Specifications

1. (To be provided by C3TS)

**Village of Palmetto Bay
Bid Form**

THIS BID IS SUBMITTED TO:

Meighan Alexander
Village Clerk
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Vendor Name:	
Vendor Mailing Address:	
City, State and Zip Code	
Bid Contact Person (Please print clearly)	
Phone Number:	
Fax Number:	
F.E.I.D. Number:	

Procurement and Installation of Netting System	Bid Cost	\$ _____
Total Bid Price		

**Village of Palmetto Bay
Bid Form**

**Village of Palmetto Bay
Bid Form**

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Please note the last two items are only required if applicable.

ENCLOSED	REQUIREMENT
	Pre-bid conference or Site Inspection
	Bid Form completed and executed
	Bidder Qualification Statement
	Copies of Bid
	Insurance
	Licenses
	Articles of Incorporation
	Relative Experience (list of similar projects)
	Non-collusion affidavit
	Public Entity Crimes
	List of Sub-contractors (if applicable)
	Drug-free Workplace Program (if applicable)

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete. Bidders are solely responsible for submitting a completed response to this Invitation to Bid.

The undersigned Bidder hereby proposes and agrees:

1. If this Bid is accepted, the successful bidder agrees to accept a purchase order from the Village of Palmetto Bay, Florida equal to the bid amount offered; and provide to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. Bidder agrees to sign and submit the documents with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____

Dated: _____

**Village of Palmetto Bay
Bid Form**

Addendum No. _____

Dated: _____

(b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

4. Communications concerning this Bid shall be addressed to:

BIDDER: _____

Address: _____

Telephone: _____

Facsimile Number: _____

Attention: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid, and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS _____ DAY OF _____ 20____.

BID SUBMITTED BY:

Signature

Title

Name

Company

Village of Palmetto Bay Drug Free Policy

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature: _____

Print Name: _____

Village of Palmetto Bay Bidder Qualification Statement

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and Contractor selection.

1. Number of similar projects:
 - a) In the past 5 years _____

Original contract price overrun average % _____

List the last three (3) completed projects, with a contract price in excess of \$25,000.

Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Actual Final Contract Completion Date: _____

Original Contract Price: _____

Actual Final Contract Price: _____

Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Price: _____

Actual Final Contract Price: _____

Project Name: _____

Owner Name: _____

Owner Address: _____

Owner Telephone: _____

Original Contract Price: _____

Actual Final Contract Price: _____

**Village of Palmetto Bay
Bidder Qualification Statement**

2. Current workload – Projects in excess of \$25,000.

Project Name	Owner Name	Telephone Number	Contract Price

3. The following information shall be attached to the bid.

- a) Contractor's home office organization chart.
- b) Contractor's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

4. List and describe any:

- a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding by any public agency brought against the BIDDER in the last five (5) years.

5. Governmental References:

List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

**Village of Palmetto Bay
Bidder Qualification Statement**

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

**Village of Palmetto Bay
Non-Collusion Affidavit**

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned.)

___ Personally known to me, or

___ Personal identification:

Type of Identification Produced

___ Did take an oath, or

___ Did Not take an oath.

Village of Palmetto Bay Public Entity Crimes and Conflicts of Interest

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or it's agencies.

Village of Palmetto Bay
Sworn Statement on Public Entity Crimes

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
by _____ [print name of the public entity]
for _____ [print individual's name and title]
_____ [print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on

Village of Palmetto Bay
Sworn Statement on Public Entity Crimes

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ [signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known OR Produced identification _____
(Type of identification)

Notary Public – State of _____

My commission expires _____

Printed, typed or stamped commissioned name of notary public: _____

**Village of Palmetto Bay
Notice to Proceed**

TO: _____

You are hereby notified that your Bid has been accepted for the **PALMETTO BAY PARK SOFTBALL FIELD-QUAD NETTING SYSTEM**. Bid #2011-PR-____1.

You are required to execute the Agreement and furnish the required Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said documents within ten (10) days from the date of this notice, the Village will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____

TITLE: VILLAGE MANAGER

Dated this ____ day of _____, 2011.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ this the ____ day of _____, 20 ____.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the Village Manager.

Village of Palmetto Bay
Acknowledgment of Conformance with OSHA Standards

TO THE VILLAGE OF PALMETTO BAY

We _____ (Name of Contractor), hereby acknowledge and agree that as Contractors for **Palmetto Bay Park Softball Field-Quad Netting System, Bid No. 2011-PR-_____** as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor's names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY:

Name

Title



To: Honorable Mayor and Village Council

Date: July 11, 2011

From: Ron E. Williams, Village Manager

Re: Clarification of Business
Licensing to Include
Insurance Companies

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUSINESS LICENSING; CLARIFYING THE PROVISIONS RELATING TO INSURANCE COMPANY LICENSING UNDER SECTION 6-44 OF THE VILLAGE'S CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Under Section 6-44 of the Village's code entitled Local Business Tax, the change provides clarification by including a category for insurance companies as defined in Florida Statutes 205.022(3). Section 6-51 of the Village code entitled Unclassified Categories allows the Village to collect a business tax from major insurance companies doing business within the Village. In an effort to make it perfectly clear and consistent the Village is adding a category "insurance companies" to the tax schedule list.

BUDGETARY IMPACT:

This will have a positive impact to the budget, but the amount cannot be estimated at this time.

RECOMMENDATION:

Approval.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUSINESS LICENSING; CLARIFYING THE PROVISIONS RELATING TO INSURANCE COMPANY LICENSING UNDER SECTION 6-44 OF THE VILLAGE'S CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay enacted Article III of Chapter 6 of the Village's Code of Ordinances relating to occupational licenses; and,

WHEREAS, consistent with state law, section 205.022, Florida Statutes, the Village enacted its occupational license code and associated tax relating to same; and,

WHEREAS, under section 6-44 of the Village's code, entitled "Occupational license tax imposed" the Village delineates the entities subject to an occupation license tax; and,

WHEREAS, consistent with state law, 6-44(2) complies with state law by stating that "any person who does not qualify under the (the general provision for imposing the occupational license tax) and who transacts any business or engages in any occupation or profession in interstate commerce where such license tax is not prohibited by Section 8, Art. 1, United States Constitution would be subject to the occupational license tax; and,

WHEREAS, subsection (2) includes such entities such as insurance companies but does not specifically delineate such entities, in order to ensure that insurance companies are provided specific notice, consistent with state and federal law, the Village desires to make a simple clarification to the ordinance to specifically put insurance companies on notice of the application of subsection (2); and,

WHEREAS, the Mayor and Village Council desire to modify section 6-44(2) as provided below.

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

Section 1. Chapter 6, entitled "Businesses" at Article III of the Code of Ordinances of the Village of Palmetto Bay entitled "Licensing" is amended to read as follows:

**CHAPTER 6
BUSINESSES**

1 * * *

2

3 **ARTICLE III - LICENSING**

4

5 **Section 6-44. - Occupational license tax imposed.**

6 (a) Every person, as defined in Florida Statutes Section 205.022(3), engaged in or managing any
7 business, profession or occupation in the Village is required to obtain an occupational license issued
8 by the Village.

9 (b) This occupational license tax requirement shall apply to:

10 (1) Any person who maintains a permanent business location or branch office
11 within the Village for the privilege of engaging in or managing any business,
12 profession, or occupation within the Village;

13 (2) Any person who does not qualify under the provisions of subsection (1) above
14 and who transacts any business or engages in any occupation or profession in
15 interstate commerce where such license tax is not prohibited by Section 8, Art. 1,
16 United States Constitution, and includes but is not limited to insurance companies.

17 (c) A person shall be required to pay an occupational license tax to the Village as outlined in the
18 tax schedule. A license tax shall be required for each type of business performed at the applicant's
19 location that requires a separate license tax as outlined in the tax schedule.

20

21 * * *

22

23 **Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this
24 ordinance are repealed.

25

26 **Section 3.** This ordinance shall be codified and included in the Code of Ordinances.

27

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

31

32 **Section 5.** This ordinance shall take effect immediately upon enactment.

33

34

1 PASSED AND ENACTED this [] day of _____, 2011.
2
3
4
5

6 Attest: _____
7 Meighan Alexander Shelley Stanczyk
8 Village Clerk Mayor
9

10
11 APPROVED AS TO FORM:
12
13

14 _____
15 Eve A. Boutsis
16 Village Attorney
17

18
19 FINAL VOTE AT ADOPTION:
20

21 Council Member Patrick Fiore _____
22
23 Council Member Howard Tendrich _____
24
25 Council Member Joan Lindsay _____
26
27 Vice-Mayor Brian W. Pariser _____
28
29 Mayor Shelley Stanczyk _____
30
31
32
33
34

Schedule of Taxes

The amounts assessed for occupational License Tax or trades, occupations, professions and businesses are hereby fixed as follows:

Type of Business		Tax	
Abstract Company	\$100.00		
Accountant	30.00		
Acupuncture	30.00		
Administrative Office	30.00		
Adult day care	30.00	+	3.00 for each additional employee from 11 to 99,999
Advertising/Marketing/ public relations	30.00	+	3.00 for each additional employee from 11 to 99,999
Alteration service-commercial	30.00	+	3.00 for each additional employee from 11 to 99,999
Alterations	25.00		
Ambulance Service	30.00	+	3.00 for each additional employee from 11 to 99,999
Amusement Center	25.00		
Amusement Device (non coin)	25.00	+	15.00 for each additional device from 2 to 99,999
Amusement Facility	25.00	+	15.00 for each additional device from 2 to 99,999
Amusement Ride	25.00	+	15.00 for each additional device from 2 to 99,999
Amusement/Service Vending Machines	25.00		for one machine
	25.00	+	15.00 for each additional device from 2 to 99,999
	460.00	+	6.00 for each additional device from 31 to 99,999
Animal Services	30.00	+	3.00 for each additional device from 11 to 99,999
Answering Services	30.00	+	3.00 for each additional device from 11 to 99,999
Antique/art dealer/studio	30.00	+	3.00 for each additional device from 11 to 99,999
Apartments	not taxable		apartments from 1 to 4
	30.00		apartments from 5 to 10
	30.00	+	2.00 for each additional apartment from 11 to 99,999
Apparel/accessory mfg	30.00	+	3.00 for each additional apartment from 11 to 99,999
Appraiser	30.00		
Architect	40.00		
Artist/Illustrator	30.00		
Assembly/fabricating	30.00	+	3.00 for each additional employee from 11 to 99,999
Assisted living facility	100.00	+	3.00 for each additional employee from 21 to 99,999
Astrology/Palm Reader	230.00		
Attorney	40.00	+	10.00 library fee
Attorney branch office	30.00		
Auction sales/liquidator	30.00	+	3.00 for each additional employee from 11 to 99,999
Auctioneering service	30.00	+	3.00 for each additional employee from 11 to 99,999
Audio Visual Service	30.00	+	3.00 for each additional employee from 11 to 99,999
Audiologist/speech pathologist	30.00		
Auditorium/playhouse	100.00		from 1 to 500 seats
	200.00		from 501 to 1,000 seats
	300.00		from 1,001 and up
Author/writer	30.00		
Auto/truck/van sales	30.00	+	3.00 for each additional employee from 11 to 99,999
Auto tag branch agency	100.00		
Automated teller machine	50.00		
Bay sitting services	25.00		

Bail bond business	100.00			
Bakery	30.00	+	3.00 for each additional employee	from 11 to 99,999
Bank Trust Company	200.00	+	3.00 for each additional employee	from 51 to 99,999
Banking facility	80.00			
Barber or beauty school	30.00	+	3.00 for each additional employee	from 11 to 99,999
Barber shop/chair	30.00	+	3.00 for each additional employee	from 11 to 99,999
Beauty service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Beauty shop/chair	30.00	+	3.00 for each additional employee	from 11 to 99,999
Beeper/paging	80.00			
Billing/bookkeeping service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Binding service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Blood bank center	50.00			
Body/paint/repair shop	30.00	+	3.00 for each additional employee	from 11 to 99,999
Bookkeeping/tax/immigration service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Bowling lanes	25.00	+	15.00 for each additional lane	from 2 to 99,999
Bulk merchandise vending stand	25.00	+	16.00 for each additional stand	from 2 to 99,999
Business service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cabinets/woodworking mfg.	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cable TV franchise	500.00			
Canning/bottling	30.00	+	3.00 for each additional employee	from 11 to 99,999
Car wash/auto detailing	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cargo handler	30.00	+	3.00 for each additional employee	from 11 to 99,999
Carnival (sponsored)	25.00	+	15.00 for each additional unit	from 2 to 99,999
Cash/Payroll advance	80.00			
Catering service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cemetery/crematorium	200.00			
Ceramic studio/kiln/supplies	30.00	+	3.00 for each additional employee	from 11 to 99,999
Charter/leasing service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Check service/cashing	30.00	+	3.00 for each additional employee	from 11 to 99,999
Child day care facility	30.00	+	3.00 for each additional employee	from 11 to 99,999
Chiropractor	40.00			
Circus/carnivals (not sponsored)	100.00		per day	
Cleaner/laundry/alterations	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cleaning services	30.00	+	3.00 for each additional employee	from 11 to 99,999
Clinic/medical center/dialysis	100.00	+	3.00 for each additional employee	from 21 to 99,999
Clinic social worker	40.00			
Collection/credit service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Commercial/industrial/office space	50.00		250,000 or leasable sq. ft.	
	150.00		from 250,001 leasable sq. ft and up	
Community pharmacy	30.00	+	3.00 for each additional employee	from 11 to 99,999
Community TV antenna	600.00			
Community TV antenna franchise	500.00			
Computer/data processing service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Concession/news stand	30.00	+	3.00 for each additional employee	from 11 to 99,999
Consultant/Copy/DUP/Reproduction service	30.00	+	3.00 for each additional employee	from 11 to 99,999

Correspondence school	30.00	+	3.00 for each additional employee	from 11 to 99,999
Courier drop box	25.00		per location	
Courier service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Court Reporter	30.00	+	3.00 for each additional employee	from 11 to 99,999
CPA	40.00			
Credit/debit card co.	150.00	+	3.00 for each additional employee	from 51 to 99,999
Cruise line/dinner cruise	100.00		per vessel	
Custom house broker	30.00	+	3.00 for each additional employee	from 11 to 99,999
Cutting/sewing/press service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Dancing or entertaining one night Only	150.00			
Dancing or entertaining	225.00			
Dating/escort business	100.00			
Dealer in intangible personal Property	80.00			
Dealer in petroleum products	75.00	+	3.00 for each additional employee	from 11 to 99,999
Delivery/messenger service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Dental lab school	30.00	+	3.00 for each additional employee	from 11 to 99,999
Dental laboratory	30.00	+	3.00 for each additional employee	from 11 to 99,999
Dentist	40.00			
Designer	40.00			
Dietician/Nutritionist	30.00			
Dispatch service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Dispensing optician	30.00			
Drafting service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Drive in Restaurant	60.00			
Eating Establishment	30.00		seats	from 1 to 30
	60.00		seats	from 31 to 74
	90.00		seats	from 75 to 149
	120.00		seats	from 150 to 99,999
Educational institutions	30.00	+	3.00 for each additional employee	from 11 to 99,999
Electric Plant	600.00			
Electric Plant Franchise	500.00			
Electrical Contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Electrolysis service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Electronic credit approval	100.00			
Electronic telephone info	200.00			
Embalmer	40.00			
Embroidery/monogram service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Employee leasing service	120.00	+	3.00 for each additional employee	from 21 to 99,999
Employee agency	30.00	+	3.00 for each additional employee	from 11 to 99,999
Engraving/laminating service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Equipment Operator	30.00	+	3.00 for each additional employee	from 11 to 99,999
Export/Import	30.00	+	3.00 for each additional employee	from 11 to 99,999
Farmers Market	200.00			
Fax communications	50.00			
Film/photo process/develop	30.00	+	3.00 for each additional employee	from 11 to 99,999
Finance/loans/mortgages	150.00	+	3.00 for each additional employee	from 51 to 99,999
Firearms mfg	30.00	+	3.00 for each additional employee	from 11 to 99,999
Fitness center-membership	200.00			

Fitness center-non membership	100.00			
Flea Market	230.00			
Flea Market Sales	30.00			
Food products mfg/process	30.00	+	3.00 for each additional employee	from 11 to 99,999
Food/beverage sales	30.00	+	3.00 for each additional employee	from 11 to 99,999
Foreign exchange	80.00			
Farming service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Freight forwarding/cargo service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Fruit shipping agent	30.00	+	3.00 for each additional employee	from 11 to 99,999
Funeral Director	40.00			
Funeral director/embalmer	40.00			
Funeral home	30.00	+	3.00 for each additional employee	from 11 to 99,999
Garbage/waste disposal	30.00	+	3.00 for each additional employee	from 11 to 99,999
Gas plant	600.00			
Gas plant franchise	500.00			
General building contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
General engineering contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
General mechanical contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Golf course/miniature	25.00	+	3.00 for each additional employee	from 2 to 99,999
Graphic/art/typesetting	30.00	+	3.00 for each additional employee	from 11 to 99,999
Guard patrol agency	30.00	+	3.00 for each additional employee	from 11 to 99,999
Hall for hire	230.00			
Handwriting analyst-affidavit	30.00			
Health/Dental (prepaid)				
Maintenance organization	100.00	+	3.00 for each additional employee	from 21 to 99,999
Health testing non-invasive	30.00	+	3.00 for each additional employee	from 11 to 99,999
Hearing aid specialist	30.00			
Holding company/franchising	150.00	+	3.00 for each additional employee	from 51 to 99,999
Home health care agency	120.00			
Home health care provider	25.00			
Hospital emergency room	100.00	+	3.00 for each additional employee	from 21 to 99,999
Hotel	not taxable			
	30.00		rooms	from 1 to 4
	30.00		rooms	from 5 to 10
	30.00	+	2.00 for each additional room	from 11 to 99,999
Hypnotherapist (affidavit)	30.00			
Ice Cream Vendor	30.00			
Information/referral service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Inspection Service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Installation service-non contractor	30.00	+	3.00 for each additional employee	from 11 to 99,999
Instructor/training/tutor	30.00	+	3.00 for each additional employee	from 11 to 99,999
Insurance adjuster	25.00			
Insurance company/unclassified business	100.00			
Interior Decorator	30.00	+	3.00 for each additional employee	from 11 to 99,999
Interior Designer	40.00			
Investments/land development	150.00	+	3.00 for each additional employee	from 21 to 99,999
Janitorial service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Junk dealer/junk yard	100.00			
Key making	30.00	+	3.00 for each additional employee	from 11 to 99,999
Land surveyor	40.00			
Landfill/dump	100.00			
Landscape architect	40.00			
Laundromat/laundry room	25.00	+	1.25 for each additional machine	from 2 to 99,999
Laundry machines	25.00	+	1.25 for each additional machine	from 2 to 99,999
Lawn/lawnscape/tree service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Limousine Service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Local exchange telephone service	900.00			
Locksmith service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Long distance communications	250.00			
LPG dealer/distributor and Installation	130.00			
LPG equipment dealer	130.00			

LPG equipment manufacturer	130.00			
LPG installer	50.00			
LPG (propane) Gas Tank Exchange				
Under 20 lbs.	25.00			
LPG tank refill	60.00			
Lunch wagon/truck	30.00			
Machine/welding shop	30.00	+	3.00 for each additional employee	from 11 to 99,999
Mail order	30.00	+	3.00 for each additional employee	from 11 to 99,999
Mailing facility	100.00			
Management Service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Manufacturing	30.00	+	3.00 for each additional employee	from 11 to 99,999
Mariner Surveyor	40.00			
Marine/boat repair	30.00	+	3.00 for each additional employee	from 11 to 99,999
Marriage and Family Therapist	40.00			
Message establishment	30.00	+	3.00 for each additional employee	from 11 to 99,999
Message therapist	25.00			
Membership organization	200.00			
Mental health counselor	40.00			
Merchandise vending machine	25.00		one machine	
	25.00	+	6.00 for each additional machine	from 2 to 30
	25.00	+	3.00 for each additional machine	from 31 to 99,999
MFG representative (individual)	30.00			
Mobile Auto Mechanic	25.00			
Mobile home park/camp grounds	30.00		spaces	from 1 to 100
	30.00		spaces	from 101 to 200
	30.00		spaces	from 201 to 99,999
Mobile home sales	30.00	+	3.00 for each additional employee	from 11 to 99,999
Mortgage broker business	80.00			
Motel	not taxable		rooms	from 1 to 4
	30.00		rooms	from 5 to 10
	30.00	+	2.00 for each additional room	from 11 to 99,999
Movie/multi theatre	80.00		per screen	
Moving/hauling/storage (local)	30.00	+	3.00 for each additional employee	from 11 to 99,999
Multiple business	100.00			
Naturopath	40.00			
News/wire service	80.00			
Non Emergency transportation service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Nurse/midwife	30.00			
Nursery plant sales	30.00	+	3.00 for each additional employee	from 11 to 99,999
Nursing/convalescent homes	100.00	+	3.00 for each additional employee	from 11 to 99,999
Occult science	230.00			
Operation center	30.00	+	3.00 for each additional employee	from 11 to 99,999
Optometrist	40.00			
Osteopathic physician	40.00			
Packing/packaging	30.00	+	3.00 for each additional employee	from 11 to 99,999
Packing/processing (farm products)	25.00	+	3.00 for each additional employee	from 11 to 60
	150.00		employees	from 61 to 99,999
Paralegal	30.00			
Paramedic/physician assistant	30.00			
Parking facility	30.00		spaces	from 1 to 100
	60.00		spaces	from 101 to 200
	90.00		spaces	from 201 to 99,999
Party/entertainment service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Passenger motor carrier	30.00	+	3.00 for each additional employee	from 11 to 99,999
Passenger transportation service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Pawnbroker	340.00			
Pay telephone provider	75.00		7.50 for each employee	from 11 to 99,999
Peddler	30.00			
Permanent exhibit/admission facility	230.00			
Personal Services	30.00	+	3.00 for each additional employee	from 11 to 99,999
Pest Control Service	30.00	+	3.00 for each additional employee	from 11 to 99,999

Photographer/video service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Physical/Occupational Therapist	30.00			
Physical/Occupational Therapy Center	30.00	+	3.00 for each additional employee	from 11 to 99,999
Physician	40.00			
Plumbing Contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Podiatrist	40.00			
Polygraph examiner	30.00	+	3.00 for each additional employee	from 11 to 99,999
Postal Service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Prescription drug wholesaler	30.00	+	3.00 for each additional employee	from 11 to 99,999
Printing/lithograph	30.00	+	3.00 for each additional employee	from 11 to 99,999
Private investigative agency	30.00	+	3.00 for each additional employee	from 11 to 99,999
Processing Plant	30.00	+	3.00 for each additional employee	from 11 to 99,999
Producer/productions	300.00			
Professional association/corporation/ Partnership/firm	30.00	+	3.00 for each additional employee	from 11 to 99,999
Professional engineer	40.00			
Professional sports team	300.00			
Promotor/coordinator	200.00			
Psychologist	40.00			
Publishing service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Purchasing agent/ship chandler	30.00	+	3.00 for each additional employee	from 11 to 99,999
Quarrying/mining	30.00	+	3.00 for each additional employee	from 11 to 99,999
Railroad	225.00			
Real Estate Appraiser	30.00			
Real Estate Branch Office	30.00	+	3.00 for each additional employee	from 11 to 99,999
Real Estate Broker	30.00			
Real estate firm	30.00	+	3.00 for each additional employee	from 11 to 99,999
Real estate school	30.00	+	3.00 for each additional employee	from 11 to 99,999
Recording/film studio	300.00			
Recycling/refiners	30.00	+	3.00 for each additional employee	from 11 to 99,999
Refinish/finishing/dye service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Rental service-not real property	30.00	+	3.00 for each additional employee	from 11 to 99,999
Repossessing service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Resale of communication time	150.00			
Research/search service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Retail of firearms	30.00	+	3.00 for each additional employee	from 11 to 99,999
Retail pharmacy	30.00	+	3.00 for each additional employee	from 11 to 99,999
Retail Store	30.00	+	3.00 for each additional employee	from 11 to 99,999
Rooms/boarding/guest home	Not taxable			
	30.00		rooms	from 1 to 4
	30.00		room	from 5 to 10
	30.00	+	2.00 for each additional room	from 11 to 99,999
Selling/trading tangible personal property	30.00	+	3.00 for each additional employee	from 11 to 99,999
Sales broker (individual)	30.00			
Satellite Master Antenna TV	500.00			
Savings and loan association	200.00	+	3.00 for each additional employee	from 51 to 99,999
School bus service	30.00	+	3.00 for each additional employee	from 11 to 99,999
School psychologist	40.00			
Scrap metal processor	150.00			
Secretarial/Clerical Service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Security systems monitoring	100.00			
Self Storage	75.00			from 1 to 500 units
	100.00			from 501 to 1,000 units
	125.00			from 1,001 to 99,999 units
Seller of Travel	30.00	+	3.00 for each additional employee	from 11 to 99,999
Service and repairs-non contractor	30.00	+	3.00 for each additional employee	from 11 to 99,999
Showroom/sales office	30.00	+	3.00 for each additional employee	from 11 to 99,999
Slaughter House	30.00	+	3.00 for each additional employee	from 11 to 99,999
Specialty building contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Specialty electrical contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Specialty engineering contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999

Specialty mechanical contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Specialty plumbing contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Special transportation service	30.00	+	3.00 for each additional employee	from 11 to 99,999
Stadium/Arena	150.00		seats	from 1 to 10,000
	300.00		seats	from 10,001 to 30,000
	600.00		seat	from 30,001 to 99,999
Stevadore Agency	30.00	+	3.00 for each additional employee	from 11 to 99,999
Stock and bond/commodity broker	30.00	+	3.00 for each additional employee	from 51 to 99,999
Sub building contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Sub general building contractor	30.00	+	3.00 for each additional employee	from 51 to 99,999
Subscription business	30.00	+	3.00 for each additional employee	from 11 to 99,999
Swimming Pool	25.00	+	15.00 for each additional pool	from 2 to 99,999
Tailor/dressmaking	30.00	+	3.00 for each additional employee	from 11 to 99,999
Take out food/snack bar	30.00			
Tattoo studio (affidavit)	30.00	+	3.00 for each additional employee	from 11 to 99,999
Taxicab passenger service company	30.00	+	3.00 for each additional employee	from 11 to 99,999
Tele/radio/sat communication	250.00			
Telecom systems sales/service	250.00			
Telegraph	80.00			
Telemarketing	30.00	+	3.00 for each additional employee	from 11 to 99,999
Temporary Employment Agency	30.00	+	3.00 for each additional employee	from 21 to 99,999
Tennis Courts	25.00	+	15.00 for each additional court	from 2 to 99,999
Testing service (non-medical)	30.00	+	3.00 for each additional employee	from 11 to 99,999
Ticket sales/reservations	30.00	+	3.00 for each additional employee	from 11 to 99,999
Time share property	Not taxable		apartments	from 1 to 4
	30.00		apartments	from 5 to 10
	30.00	+	2.00 for each additional apartment	from 11 to 99,999
Time share sales exchange office	30.00	+	3.00 for each additional employee	from 11 to 99,999
Tip sheet	230.00			
Title insurance companies	100.00			
Tour guide service	25.00			
Tour/travel agency	30.00	+	3.00 for each additional employee	from 11 to 99,999
Towing truck	25.00		per truck	
Transport-local/intra state	30.00	+	3.00 for each additional employee	from 11 to 99,999
Traveling junk dealer	30.00			
Unclassified Business	100.00			
Upholstering	30.00	+	3.00 for each additional employee	from 11 to 99,999
Used merchandise sales/no pawn	30.00	+	3.00 for each additional employee	from 11 to 99,999
Used motor vehicle parts dealer	100.00			
Valet parking	30.00	+	3.00 for each additional employee	from 11 to 99,999
Veterinarian	40.00			
Veterinary clinic	30.00	+	1.50 for each additional employee	from 11 to 99,999
Warehouse/distribution center	30.00	+	3.00 for each additional employee	from 11 to 99,999
Water/sewer plant	500.00			
Web surfing outlets	25.00	+	10.00 for each additional terminal	from 2 to 99,999
Weight Control Center	30.00	+	3.00 for each additional employee	from 11 to 99,999
Wholesale/distributor	30.00	+	3.00 for each additional employee	from 11 to 99,999
Yacht /boat/marine broker	30.00	+	3.00 for each additional employee	from 11 to 99,999

1
2 **ORDINANCE NO. 04-13**
3

4 AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE
5 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENACTMENT
6 OF ORDINANCES; RE-ENACTING AN ORDINANCE RELATING TO THE
7 ESTABLISHMENT OF AN OCCUPATIONAL LICENSE TAX; PROVIDING
8 FOR ISSUANCE OF OCCUPATIONAL LICENSES; PROVIDING FOR TERM
9 AND TRANSFER OF LICENSES; PROVIDING DUE DATE FOR PAYMENT
10 OF OCCUPATIONAL LICENSE TAX; PROVIDING FOR PENALTIES;
11 PROVIDING GROUNDS FOR DENIAL OF LICENSE; PROVIDING FOR
12 REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE;
13 PROVIDING FOR UNCLASSIFIED CATEGORIES; PROVIDING FOR
14 EXEMPTIONS AND EXCLUSIONS; ESTABLISHING AN INITIAL TAX
15 SCHEDULE; PROVIDING FOR RATIFICATION OF PRIOR ACTIONS;
16 PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION,
17 SEVERABILITY AND AN EFFECTIVE DATE.
18

19
20 WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay enacted
21 Ordinance No. 03-10 on July 7, 2003; and,
22

23 WHEREAS, the enactment of the ordinance may not have complied with applicable
24 requirements for giving public notice of proposed legislative action; and,
25

26 WHEREAS, the Mayor and Village Council have determined to re-enact the provisions
27 of Ordinance No. 03-10 and to ratify all actions taken under the ordinance; and,
28

29 WHEREAS, it is the intent of the village in re-enacting Ordinance No. 03-10 that no
30 actions previously taken by the village under the provision of this ordinance shall be subject to
31 challenge as a result of re-enactment of the ordinance.
32

33 BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE
34 OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
35

36 Section 1. Ordinance No. 03-10, which is annexed and made a part of this ordinance
37 as App.1, is re-enacted in its entirety. The effective date of Ordinance No. 03-10 shall be the
38 date specified in the ordinance.
39

40 Section 2. All actions previously taken by the Mayor and Village Council, Village
41 Manager, or any other authorized employee or representative of the village, or which any of
42 them refrained from taking, under the provisions of Ordinance No. 03-10 shall remain valid and
43 unaffected by the re-enactment of this ordinance. The re-enactment of this ordinance shall not

APPENDIX

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ORDINANCE NO. 03-10

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ESTABLISHMENT OF AN OCCUPATIONAL LICENSE TAX; PROVIDING FOR ISSUANCE OF OCCUPATIONAL LICENSES; PROVIDING FOR TERM AND TRANSFER OF LICENSES; PROVIDING DUE DATE FOR PAYMENT OF OCCUPATIONAL LICENSE TAX; PROVIDING FOR PENALTIES; PROVIDING GROUNDS FOR DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED CATEGORIES; PROVIDING FOR EXEMPTIONS AND EXCLUSIONS; ESTABLISHING AN INITIAL TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; AND; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay authorize the governing body of a municipality to establish a levy an occupational license tax for the privilege of engaging in or managing any business, profession or occupation within its jurisdiction; and,

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay have determined that it is in the best interest of the Village to adopt an Occupational License Tax Ordinance; and,

WHEREAS, the Mayor and Village Council desire to enter into such an ordinance.

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

Section 1. *Recitals.* The Village of Palmetto Bay's Occupational License Tax Ordinance is created to read as follows:

1 Section 1.1 Occupational License Tax Imposed.

2
3 (a) Every person, as defined in § 205.022(3), Fla. Stat., engaged in or
4 managing any business, profession or occupation in the village is required
5 to obtain an occupational license issued by the village.

6
7 (b) This occupational license tax requirement shall apply to:

8
9 (1) Any person who maintains a permanent business location or
10 branch office within the village for the privilege of engaging in or
11 managing any business, profession, or occupation within the village;

12
13 (2) Any person who does not qualify under the provisions of
14 subsection (1) above and who transacts any business or engages in
15 any occupation or profession in interstate commerce where such
16 license tax is not prohibited by § 8, art. 1, United States Constitution.

17
18 (c) A person shall be required to pay an occupational license tax to the
19 village as outlined in the tax schedule. A license tax shall be required for
20 each type of business performed at the applicant's location that requires a
21 separate license tax as outlined in the tax schedule.

22
23 Section 1.2 Application; Administrative Fee.

24
25 (a) The village manager shall develop and implement administrative
26 procedures and forms relating to the issuance of occupational licenses.

27
28 (b) No license shall be issued or renewed except upon written
29 application filed with the village manager. The application shall include a
30 statement, under oath, detailing the full and complete information necessary
31 to calculate the applicable tax. The application shall be signed by an
32 officer, partner or owner of the proposed business, occupation, or
33 profession and shall be filed with the village together with payment of the
34 applicable tax.

35
36 (c) All occupational licenses shall be applied for an issued in the real
37 name of the applicant. In cases where the applicant does or will do
38 business under a fictitious trade name or firm name, the application and
39 license, if issued, will show the real name as well as the fictitious trade or
40 firm name of the applicant. In such case, the applicant shall deliver to the

1 village either (i) a copy of application for registration of a fictitious name as
2 required by Florida law or (ii) if such name is already registered, a copy of
3 the applicant's or new owner's current fictitious name registration from the
4 Florida Secretary of State, Division of Corporations.
5

6 (d) An applicant will be allowed one reapplication for an occupational
7 license, if, for some reason, the initial application for the license is not
8 approved. Should the reapplication not be approved, the applicant shall
9 remove all evidence of a business operation from the premises until such
10 time as the reasons for the disapproval have been resolved to the
11 satisfaction of the village manager.
12

13 (e) The following requirements must be met prior to the issuance of a
14 village occupational license:
15

16 1. Subject to the exceptions provided in § 205.194, Fla. Stat., all
17 applicants who are required to obtain a state and/or county license,
18 registration or certification, as a pre-condition for operating a
19 business or practicing a profession, must show proof of having
20 obtained such a license or certification.
21

22 2. All applicants seeking to operate a business from a building
23 constructed with the last twelve (12) months must produce a
24 Certificate of Occupancy.
25

26 3. The village manager shall have appropriate village staff
27 review the village's land development regulations and determine if
28 the type of proposed business at the listed location is a permitted use
29 in the particular land development district. If the use is not
30 permitted, the applicant shall be required to show evidence of a
31 vested right for a legal non-conforming use or an approved variance
32 or special exception.
33

34 4. All applicants must show proof that the applicant has
35 complied with all annual inspections required under the village code
36 and paid any required inspection fees.
37

38 (f) A fee of _____ dollars (\$_____.00) shall be paid per
39 business location or branch office for the review and processing of all

1 applications for new and renewal licenses to ensure compliance with the
2 requirements of the village's land development regulations.
3

4 Section 1.3 Term of licenses; half year licenses; transfer of license.
5

6 (a) Occupational licenses shall expire on the thirtieth day of September
7 of each year. No license shall be issued for more than one (1) year. For
8 each license obtained between October first and April first, the full tax for
9 one (1) year shall be paid. For each license obtained between April first
10 and September thirtieth, one-half the full tax for one (1) year shall be paid.
11

12 (b) Any license may be transferred with the approval of the village
13 manager or his/her designee when there is a bona fide sale and transfer of
14 the business and the property used and employed therein as stock in trade.
15 Such transfer shall be made within thirty (30) days after such bona fide sale
16 has taken place and shall effect upon payment of a transfer fee of up to ten
17 (10%) percent of the annual license tax, but not less than three dollars
18 (\$3.00) and after presentation of evidence of both the sale and of the
19 original license. If the provisions of this section are not strictly and
20 completely complied with in every respect, the license pertaining to the
21 business shall be null and void and have no further effect.
22

23 (c) Upon written request and presentation of the original license, any
24 license may be transferred from one (1) location to another location upon
25 payment of a transfer fee of up to ten (10%) percent of the annual license
26 tax, but not less than three dollars (\$3.00) and upon verification that such
27 use is permitted by the village's land development regulations at the new
28 location.
29

30 (d) Every person assuming operation of or purchasing an existing
31 business which is required to be licensed under this Ordinance shall comply
32 with the requirements of this Ordinance with thirty (30) days of such
33 assumption or purchase.
34

35 Section 1.4 Due Date for Payment of Occupational License Tax:
36 Delinquent Payment; Penalties.
37

38 (a) On or before October 1st of each year, and prior to engaging in or
39 managing any business, profession or occupation, every person shall obtain
40 an occupational license from the village. In the event that October 1st falls

1 on a weekend or holiday, the occupational license shall be obtained on or
2 before the first business day following October 1st.
3

4 (b) For licenses and fees for the year starting October 1, 200_, fees shall
5 not be considered late and no additional late fees or penalties shall be
6 imposed for any fees paid by December 31, 200__.

7
8 (c) Any person engaging in or managing any business, occupation or
9 profession without first having complied with the provisions of this
10 Ordinance shall be declared delinquent. Those licenses not renewed when
11 due and payable shall be considered delinquent and shall be subject to a
12 delinquency penalty of ten percent for the month of October, plus an
13 additional five percent penalty for each month of delinquency thereafter
14 until paid. However, the total delinquency penalty shall not exceed 25
15 percent of the applicable occupational license tax. Any person who does
16 not pay the required occupational license tax within 150 days after the
17 initial notice of the tax due, and who does not obtain the required
18 occupational license is subject to civil actions and penalties, including court
19 costs, reasonable attorney's fees, additional administrative costs incurred as
20 a result of collection efforts, and a penalty of no more than \$250.00
21

22 (d) Each and every day of selling or disposing of merchandise or
23 engaging in a business or profession compliance in full with all of the
24 provisions of this Ordinance shall constitute a separate and distinct
25 violation of this Ordinance.
26

27 (e) The fact that any person represented himself as being engaged in any
28 business, occupation, or profession for which any license is required shall
29 be evidence of the liability of such person to pay an occupational license
30 tax, regardless of whether such person actually transacts any business or
31 practices a profession. Displaying a sign or advertisement indicating the
32 conduct of a business or profession at a given location, advertising a
33 business or profession in the telephone directory, newspaper, internet, or
34 other media shall be prima facie evidence that such person is holding
35 himself out to the public as being engaged in a business or profession and
36 shall be a sufficient predicate for conviction by the court or other
37 enforcement authority.
38

39 (f) Any person who violates any provisions of this Ordinance shall,
40 upon conviction, be punished by a fine not to exceed \$500 or imprisonment

1 in the county jail not to exceed sixty (60) days or both such fine and
2 imprisonment. Each day that a violation continues shall be deemed a
3 separate violation. Nothing contained in this ordinance shall prohibit the
4 village from enforcing its code by any other means including, but not
5 limited to, any enforcement provisions provided in Chapter 162, Fla. Stat.,
6 or a civil action for appropriate relief in a court of competent jurisdiction.
7 The enforcement procedures outlined herein are cumulative to all others
8 and shall not be deemed to be prerequisites to filing suit for the
9 enforcement of any section of the village code.

10
11 Section 1.5 Grounds for denial.
12

13 After interview or investigation, the village manager shall not grant or issue
14 a license to an applicant when the village manager determines that:
15

- 16 (1) the information provided by the applicant is false or
17 incomplete.
18
19 (2) the applicable land development regulations do not permit the
20 conduct of the particular business at the intended business location
21 and the applicant has not provided evidence of a legal
22 nonconforming use, variance or special exception.
23

24 Section 1.6 Revocation of license.
25

26 (a) Notwithstanding any other provision of this ordinance, the privilege
27 of doing business within the village allowed by the issuance of an
28 occupational license will be subject to summary administrative revocation
29 by a written thirty (30) day notice of revocation issued to the applicant by
30 the village manager if it is determined that one or more of the following
31 conditions, if applicable, exist:
32

- 33 (1) serious or repeated violations of the village code or state
34 statute.
35
36 (2) misrepresentation(s) in the application.
37
38 (3) misrepresentation(s) made to the village manager during the
39 application and investigation process.
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- (4) use of the business location for illegal or unsafe activities.
- (5) use of the business location for activities not contemplated in the application.
- (6) use of the business not in compliance with the conditions of the license.
- (7) lack of solid waste collection or utility services.
- (8) use of the business in a manner that constitutes a public nuisance.
- (9) failure to maintain compliance with all applicable building code regulations.
- (10) failure to obtain required annual inspections.

(b) Such revocation may be appealed to the village manager within ten (10) days of notice of revocation.

(c) This section shall not affect the power of any of the courts of the State of Florida or any other governmental agency to revoke certain licenses where such revocation is specifically provided for by law.

Section 1.7 Display of License.

(a) All persons to whom licenses are issued pursuant to this ordinance shall cause the licenses to be displayed at all time in a prominent place in their business establishments. Failure to display in such a manner shall constitute a violation of this ordinance.

(b) If the Person to whom the license is issued has no licensed business premises anywhere, he or she may carry the license on his or her person or in his or her vehicle.

Section 1.8 Unclassified Categories.

In the event application is made for a license not specifically enumerated in the tax schedule, the village manager or designee shall have the authority to

1 determine the most nearly similar category that shall apply to the applicant.
2 The village manager may consider the appropriate provisions of ordinance
3 8A, Article X, of the Miami-Dade County Code as it existed on the
4 effective date of this ordinance when determining the category that shall
5 apply to the applicant.
6

7 Section 1.9 Refund of fees.
8

9 No portion of any occupational license tax shall be refunded unless such
10 license tax was collected by mistake or in error.
11

12 Section 1.10 Payment of license tax not to authorize commission of
13 offense.
14

15 The payment of a license tax under this ordinance shall not authorize or
16 legalize in any manner whatsoever the commission of any violation,
17 offense or crime against the village, the county, the state or the United
18 States.
19

20 Section 1.11 Exemptions; Exclusions.
21

22 (a) *Eligibility.* Members of exempt classes as provided by Chapter 205,
23 Fla. Stat., are exempt from paying for a license under the provisions of this
24 ordinance.
25

26 (b) *Veteran's credit.* Any honorably discharged veteran of any branch
27 of the armed forces of the United States or his/her un-remarried widow/er
28 who is disabled from performing manual labor and a permanent resident of
29 the village shall receive a credit not to exceed \$50.00 on any village
30 occupational license tax. Any license obtained under the provisions of this
31 subsection shall be marked across the face with the words "Veteran's
32 Exempt License – Not Transferable." Applicants granted a license under
33 this subsection shall not be exempt from the other provisions of this
34 ordinance or the village code.
35

36 (c) *Exclusions.* Nothing in this ordinance shall be construed to require
37 an occupational license for:
38

- 39 1. Any religious, charitable, fraternal, youth, civic or service
40 organization when the organization makes occasional sales or

1 engages in fundraising, provided that the projects are performed
2 exclusively by the members thereof and that the proceeds are used
3 exclusively in the activities of the organization; or
4

5 2. Practicing the religious tenets of any church or temple.
6

7 **Section 1.12 Tax Schedule.**
8

9 Licenses shall be issued to cover only one location and only one business
10 classification. The initial amounts assessed as the occupational license tax
11 against the various trades, businesses, and professions are set forth in the
12 tax schedule, attached as exhibit A to this ordinance, and are fully
13 incorporated herein by reference. The tax schedule may be amended from
14 time to time by resolution of the village council.
15

16 **Section 2. Severability.** The provisions of this ordinance are declared to be
17 severable and if any section, sentence, clause or phrase of this ordinance shall for any
18 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
19 of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall
20 remain in effect, it being the legislative intent that this ordinance shall stand
21 notwithstanding the invalidity of any part.
22

23 **Section 3. Repeal of Conflicting Provisions.** Chapter 8A, Article X of the Code
24 of Miami-Dade County and any other provisions of the Code of Miami-Dade County, as
25 made applicable to the village by Article ___, § ___ of the village Charter, which are in
26 conflict with this ordinance are hereby repealed.
27

28 **Section 4. Inclusion in the Code.** It is the intention of the village council that
29 the provisions of this ordinance shall become and made a part of the Village of Palmetto
30 Bay Code; that the sections of this ordinance may be renumbered or re-lettered to
31 accomplish such intentions; and that the word "ordinance" shall be changed to "section"
32 or other appropriate word.
33

34 **Section 5. Effective Date.** This ordinance shall be effective immediately upon
35 adoption on second reading.
36

37 **Section 6.** All ordinances or parts of ordinances in conflict with the provisions
38 of this ordinance are repealed.
39

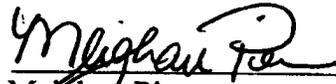
1 Section 7. This ordinance shall be codified and included in the Code of
2 Ordinances.
3

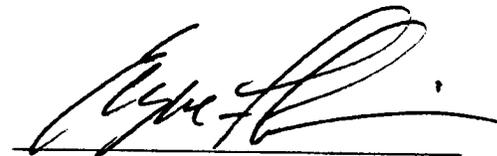
4 Section 8. If any section, clause, sentence, or phrase of this ordinance is for any
5 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding
6 shall not affect the validity of the remaining portions of this ordinance.
7

8 Section 9. This ordinance shall take effect immediately upon enactment.
9

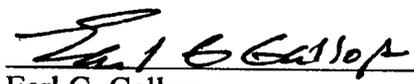
10 PASSED AND ENACTED this 7th day of July, 2003.
11
12
13
14

15
16 Attest:


17 Meghan Pier
18 Village Clerk
19


20 Eugene P. Flinn, Jr.
21 Mayor

22 APPROVED AS TO FORM:
23


24 Earl G. Gallop,
25 Village Attorney
26
27
28

29 FINAL VOTE AT ADOPTION:
30

31 Council Member Ed Feller	<u>AYE</u>
32	
33 Council Member Paul Neidhart	<u>AYE</u>
34	
35 Council Member John Breder	<u>AYE</u>
36	
37 Vice-Mayor Linda Robinson	<u>AYE</u>
38	
39 Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

1 (1) Any person who maintains a permanent business location or
2 branch office within the village for the privilege of engaging in or
3 managing any business, profession, or occupation within the village;

4
5 (2) Any person who does not qualify under the provisions of
6 subsection (1) above and who transacts any business or engages in
7 any occupation or profession in interstate commerce where such
8 license business tax is not prohibited by § 8, art. 1, United States
9 Constitution.

10
11 (c) A person shall be required to pay an ~~occupational license~~ local
12 business tax to the village as outlined in the tax schedule. A ~~license~~ local
13 business tax shall be required for each type of business performed at the
14 applicant's location that requires a separate ~~license~~ local business tax as
15 outlined in the tax schedule.

16
17 **Section 6-45. Application; Administrative Fee.**

18
19 (a) The village manager shall develop and implement administrative
20 procedures and forms relating to the issuance of ~~occupational licenses~~ local
21 business taxes.

22
23 (b) No ~~license~~ local business tax receipt shall be issued or renewed
24 except upon written application filed with the village manager. The
25 application shall include a statement, under oath, detailing the full and
26 complete information necessary to calculate the applicable tax. The
27 application shall be signed by an officer, partner or owner of the proposed
28 business, occupation, or profession and shall be filed with the village
29 together with payment of the applicable tax.

30
31 (c) All ~~occupational licenses~~ local business tax receipts shall be applied
32 for an issued in the real name of the applicant. In cases where the applicant
33 does or will do business under a fictitious trade name or firm name, the
34 application and ~~license~~ receipt, if issued, will show the real name as well as
35 the fictitious trade or firm name of the applicant. In such case, the
36 applicant shall deliver to the village either (i) a copy of application for
37 registration of a fictitious name as required by Florida law or (ii) if such
38 name is already registered, a copy of the applicant's or new owner's current
39 fictitious name registration from the Florida Secretary of State, Division of
40 Corporations.

1
2 (d) An applicant will be allowed one reapplication for an ~~occupational~~
3 license local business tax receipt, if, for some reason, the initial application
4 for the license local business tax receipt is not approved. Should the
5 reapplication not be approved, the applicant shall remove all evidence of a
6 business operation from the premises until such time as the reasons for the
7 disapproval have been resolved to the satisfaction of the village manager.
8

9 (e) The following requirements must be met prior to the issuance of a
10 village ~~occupational license~~ local business tax receipt:
11

12 1. Subject to the exceptions provided in § 205.194, Fla. Stat., all
13 applicants who are required to obtain a state and/or county license,
14 local business tax receipt, registration or certification, as a pre-
15 condition for operating a business or practicing a profession, must
16 show proof of having obtained such a license receipt or certification.
17

18 2. All applicants seeking to operate a business from a building
19 constructed with the last twelve (12) months must produce a
20 Certificate of Occupancy.
21

22 3. The village manager shall have appropriate village staff
23 review the village's land development regulations and determine if
24 the type of proposed business at the listed location is a permitted use
25 in the particular land development district. If the use is not
26 permitted, the applicant shall be required to show evidence of a
27 vested right for a legal non-conforming use or an approved variance
28 or special exception.
29

30 4. All applicants must show proof that the applicant has
31 complied with all annual inspections required under the village code
32 and paid any required inspection fees.
33

34 (f) A fee of _____ dollars (\$_____.00) shall be paid per
35 business location or branch office for the review and processing of all
36 applications for new and renewal ~~licenses~~ local business tax receipts to
37 ensure compliance with the requirements of the village's land development
38 regulations.
39

1 Section 6-46. Term of licenses local business tax receipt; half year licenses
2 receipts; transfer of license receipt.
3

4 (a) ~~Occupational licenses~~ Local business taxes shall expire on the
5 thirtieth day of September of each year. No license local business tax
6 receipt shall be issued for more than one (1) year. For each license local
7 business tax receipt obtained between October first and April first, the full
8 tax for one (1) year shall be paid. For each license local business tax
9 receipt obtained between April first and September thirtieth, one-half the
10 full tax for one (1) year shall be paid.
11

12 (b) Any license local business tax receipt may be transferred with the
13 approval of the village manager or his/her designee when there is a bona
14 fide sale and transfer of the business and the property used and employed
15 therein as stock in trade. Such transfer shall be made within thirty (30)
16 days after such bona fide sale has taken place and shall effect upon payment
17 of a transfer fee of up to ten (10%) percent of the annual ~~license tax~~ local
18 business tax receipt, but not less than three dollars (\$3.00) and after
19 presentation of evidence of both the sale and of the original license. If the
20 provisions of this section are not strictly and completely complied with in
21 every respect, the license local business tax receipt pertaining to the
22 business shall be null and void and have no further effect.
23

24 (c) Upon written request and presentation of the original license local
25 business tax receipt, any license local business tax receipt may be
26 transferred from one (1) location to another location upon payment of a
27 transfer fee of up to ten (10%) percent of the annual ~~license tax~~ local
28 business tax receipt, but not less than three dollars (\$3.00) and upon
29 verification that such use is permitted by the village's land development
30 regulations at the new location.
31

32 (d) Every person assuming operation of or purchasing an existing
33 business which is required to be licensed taxed under this Ordinance shall
34 comply with the requirements of this Ordinance with thirty (30) days of
35 such assumption or purchase.
36

37 Section 6-47. Due Date for Payment of Occupational License Local
38 Business Tax; Delinquent Payment; Penalties.
39

1 (a) On or before October 1st of each year, and prior to engaging in or
2 managing any business, profession or occupation, every person shall obtain
3 ~~an occupational license~~ local business tax receipt from the village. In the
4 event that October 1st falls on a weekend or holiday, the ~~occupational~~
5 ~~license~~ local business tax receipt shall be obtained on or before the first
6 business day following October 1st.

7
8 (b) For ~~licenses~~ local business tax receipts and fees for the year starting
9 October 1, 200_, fees shall not be considered late and no additional late
10 fees or penalties shall be imposed for any fees paid by December 31,
11 200__.

12
13 (c) Any person engaging in or managing any business, occupation or
14 profession without first having complied with the provisions of this
15 Ordinance shall be declared delinquent. Those ~~licenses~~ local business tax
16 receipts not renewed when due and payable shall be considered delinquent
17 and shall be subject to a delinquency penalty of ten percent for the month of
18 October, plus an additional five percent penalty for each month of
19 delinquency thereafter until paid. However, the total delinquency penalty
20 shall not exceed 25 percent of the applicable ~~occupational license tax~~ local
21 business tax receipt. Any person who does not pay the required
22 ~~occupational license tax~~ local business tax receipt within 150 days after the
23 initial notice of the tax due, and who does not obtain the required
24 ~~occupational license~~ local business tax receipt is subject to civil actions and
25 penalties, including court costs, reasonable attorney's fees, additional
26 administrative costs incurred as a result of collection efforts, and a penalty
27 of no more than \$250.00.

28
29 (d) Each and every day of selling or disposing of merchandise or
30 engaging in a business or profession compliance in full with all of the
31 provisions of this Ordinance shall constitute a separate and distinct
32 violation of this Ordinance.

33
34 (e) The fact that any person represented himself as being engaged in any
35 business, occupation, or profession for which any ~~license~~ local business tax
36 receipt is required shall be evidence of the liability of such person to pay an
37 ~~occupational license tax~~ local business tax receipt, regardless of whether
38 such person actually transacts any business or practices a profession.
39 Displaying a sign or advertisement indicating the conduct of a business or
40 profession at a given location, advertising a business or profession in the

1 telephone directory, newspaper, internet, or other media shall be prima
2 facie evidence that such person is holding himself out to the public as being
3 engaged in a business or profession and shall be a sufficient predicate for
4 conviction by the court or other enforcement authority.
5

6 (f) Any person who violates any provisions of this Ordinance shall,
7 upon conviction, be punished by a fine not to exceed \$500 or imprisonment
8 in the county jail not to exceed sixty (60) days or both such fine and
9 imprisonment. Each day that a violation continues shall be deemed a
10 separate violation. Nothing contained in this ordinance shall prohibit the
11 village from enforcing its code by any other means including, but not
12 limited to, any enforcement provisions provided in Chapter 162, Fla. Stat.,
13 or a civil action for appropriate relief in a court of competent jurisdiction.
14 The enforcement procedures outlined herein are cumulative to all others
15 and shall not be deemed to be prerequisites to filing suit for the
16 enforcement of any section of the village code.
17

18 Section 6-48. Grounds for denial.
19

20 After interview or investigation, the village manager shall not grant or issue
21 a ~~license~~ local business tax receipt to an applicant when the village manager
22 determines that:
23

24 (1) the information provided by the applicant is false or
25 incomplete.
26

27 (2) the applicable land development regulations do not permit the
28 conduct of the particular business at the intended business location
29 and the applicant has not provided evidence of a legal
30 nonconforming use, variance or special exception.
31

32 Section 6-49. Revocation of ~~license~~ local business tax receipt.
33

34 (a) Notwithstanding any other provision of this ordinance, the privilege
35 of doing business within the village allowed by the issuance of an
36 ~~occupational license~~ local business tax receipt will be subject to summary
37 administrative revocation by a written thirty (30) day notice of revocation
38 issued to the applicant by the village manager if it is determined that one or
39 more of the following conditions, if applicable, exist:
40

- 1 (1) serious or repeated violations of the village code or state
2 statute.
3
4 (2) misrepresentation(s) in the application.
5
6 (3) misrepresentation(s) made to the village manager during the
7 application and investigation process.
8
9 (4) use of the business location for illegal or unsafe activities.
10
11 (5) use of the business location for activities not contemplated in
12 the application.
13
14 (6) use of the business not in compliance with the conditions of
15 the ~~license~~ local business tax receipt.
16
17 (7) lack of solid waste collection or utility services.
18
19 (8) use of the business in a manner that constitutes a public
20 nuisance.
21
22 (9) failure to maintain compliance with all applicable building
23 code regulations.
24
25 (10) failure to obtain required annual inspections.

26
27 (b) Such revocation may be appealed to the village manager within ten
28 (10) days of notice of revocation.

29
30 (c) This section shall not affect the power of any of the courts of the
31 State of Florida or any other governmental agency to revoke certain
32 ~~licenses~~ local business tax receipts where such revocation is specifically
33 provided for by law.

34
35 Section 6-50. Display of License local business tax receipt.

36
37 (a) All persons to whom ~~licenses~~ local business tax receipts are issued
38 pursuant to this ordinance shall cause the ~~licenses~~ local business tax
39 receipts to be displayed at all time in a prominent place in their business

1 establishments. Failure to display in such a manner shall constitute a
2 violation of this ordinance.

3
4 (b) If the Person to whom the ~~license~~ local business tax receipt is issued
5 has no ~~licensed~~ business premises anywhere, he or she may carry the
6 ~~license~~ local business tax receipt on his or her person or in his or her
7 vehicle.

8
9 Section 6-51. Unclassified Categories.

10
11 In the event application is made for a license not specifically enumerated in
12 the tax schedule, the village manager or designee shall have the authority to
13 determine the most nearly similar category that shall apply to the applicant.
14 The village manager may consider the appropriate provisions of ordinance
15 8A, Article X, of the Miami-Dade County Code as it existed on the
16 effective date of this ordinance when determining the category that shall
17 apply to the applicant.

18
19 Section 6-52. Refund of fees.

20
21 No portion of any ~~occupational license tax~~ local business tax receipt shall
22 be refunded unless such ~~license tax~~ local business tax receipt was collected
23 by mistake or in error.

24
25 Section 6-53. Payment of ~~license tax~~ local business tax receipt not to
26 authorize commission of offense.

27
28 The payment of a ~~license tax~~ local business tax receipt under this ordinance
29 shall not authorize or legalize in any manner whatsoever the commission of
30 any violation, offense or crime against the village, the county, the state or
31 the United States.

32
33 Section 6-54 Exemptions; veterans' credit; exclusions.

34
35 (a) *Eligibility.* Members of exempt classes as provided by Chapter 205,
36 Fla. Stat., are exempt from paying for a license under the provisions of this
37 ordinance.

38
39 (b) *Veteran's credit.* Any honorably discharged veteran of any branch
40 of the armed forces of the United States or his/her un-remarried widow/er

1 who is disabled from performing manual labor and a permanent resident of
2 the village shall receive a credit not to exceed \$50.00 on any village
3 ~~occupational license tax~~ local business tax receipt. Any ~~license~~ local
4 business tax receipt obtained under the provisions of this subsection shall
5 be marked across the face with the words "Veteran's Exempt ~~License~~
6 Business Tax Receipt- Not Transferable." Applicants granted a ~~license~~
7 local business tax receipt under this subsection shall not be exempt from the
8 other provisions of this ordinance or the village code.
9

10 (c) *Exclusions.* Nothing in this ordinance shall be construed to require
11 ~~an occupational license~~ local business tax receipt for:
12

13 1. Any religious, charitable, fraternal, youth, civic or service
14 organization when the organization makes occasional sales or
15 engages in fundraising, provided that the projects are performed
16 exclusively by the members thereof and that the proceeds are used
17 exclusively in the activities of the organization; or
18

19 2. Practicing the religious tenets of any church or temple.
20

21 Section 6-55. Tax Schedule.

22 ~~License~~ local business tax receipt shall be issued to cover only one location
23 and only one business classification. The initial amounts assessed as the
24 ~~occupational license tax~~ local business tax receipt against the various
25 trades, businesses, and professions are set forth in the tax schedule, attached
26 as exhibit A to this ordinance, and are fully incorporated herein by
27 reference. The tax schedule may be amended from time to time by
28 resolution of the village council.
29
30

31 Section 2. Severability. The provisions of this ordinance are declared to be
32 severable and if any section, sentence, clause or phrase of this ordinance shall for any
33 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
34 of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall
35 remain in effect, it being the legislative intent that this ordinance shall stand
36 notwithstanding the invalidity of any part.
37

38 Section 3. Repeal of Conflicting Provisions. Chapter 8A, Article X of the Code
39 of Miami-Dade County and any other provisions of the Code of Miami-Dade County,
40 which are in conflict with this ordinance are hereby repealed.

1
2 Section 4. *Inclusion in the Code.* It is the intention of the village council that
3 the amendment of this Code shall become and made a part of the Village of Palmetto Bay
4 Code; and that the sections of this ordinance may be renumbered or re-lettered to
5 accomplish such intentions.

6
7 Section 5. *Effective Date.* This ordinance shall be effective immediately upon
8 adoption on second reading.

9
10 Section 6. All ordinances or parts of ordinances in conflict with the provisions
11 of this ordinance are repealed.

12
13 Section 7. This ordinance shall be codified and included in the Code of
14 Ordinances.

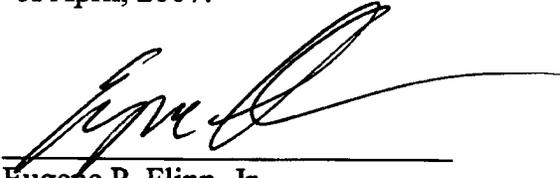
15
16 Section 8. If any section, clause, sentence, or phrase of this ordinance is for any
17 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding
18 shall not affect the validity of the remaining portions of this ordinance.

19
20 Section 9. This ordinance shall take effect immediately upon enactment.

21
22 PASSED AND ENACTED this 9 day of April, 2007.

23
24
25
26 Attest:

27 
28 Meighan Rader
29 Village Clerk

30 
31 Eugene P. Flinn, Jr.
32 Mayor

33
34 APPROVED AS TO FORM:

35 
36 Eve A. Boutsis, office of Village Attorney
37 Nagin Gallop & Figueredo, P.A.

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FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

MIAMI-DADE COUNTY CODE

Sec. 8A-247.1. Schedule of taxes.

The amounts assessed for Occupational License Tax on trades, occupations, professions and businesses are hereby fixed as follows:

Type of Business	Tax
Abstract company	\$ 100.00
Accountant	30.00
Acupuncture	30.00
Administrative office	30.00
Adult day care	30.00 +
Advertising / marketing / public relations	3.00 for each additional employee from 11 to 99,999
Advertising space rental	30.00 + 3.00 for each additional employee from 11 to 99,999
Alteration service — commercial	25.00 + 3.00 for each additional space from 2 to 99,999
Alterations	30.00 + 3.00 for each additional employee from 11 to 99,999
Ambulance service	25.00
Amusement center	30.00 + 3.00 for each additional employee from 11 to 99,999
Amusement device (non coin)	25.00 + 15.00 for each additional device from 2 to 99,999
Amusement facility	25.00 + 15.00 for each additional unit from 2 to 99,999
Amusement ride	25.00 + 15.00 for each additional ride from 2 to 99,999
Amusement / service vending machine	25.00 for one machine
	25.00 + 15.00 for each additional machine from 2 to 30
Animal service	460.00 + 6.00 for each additional machine from 31 to 99,999
Answering service	30 + 3.00 for each additional employee from 11 to 99,999
Antique / art dealer / studio	30 + 3.00 for each additional employee from 11 to 99,999
Apartments	30.00 + 3.00 for each additional employee from 11 to 99,999
	not taxable
	30.00
	30.00 + 2.00 for each additional apartment from 1 to 4
	30.00 + 3.00 for each additional employee from 5 to 10
Apparel / accessory mfg	30.00 + 3.00 for each additional employee from 11 to 99,999
Appraiser	30.00
Architect	40.00
Artist / illustrator	30.00
Assembly / fabricating	30.00 + 3.00 for each additional employee from 11 to 99,999
Assisted living facility	100.00 + 3.00 for each additional employee from 21 to 99,999
Astrology / palm reader	230.00
Attorney	40.00 + 10.00 library fee
Attorney branch office	30.00
Auction sales / liquidator	30.00 + 3.00 for each additional employee from 11 to 99,999
Auctioneering service	30.00 + 3.00 for each additional employee from 11 to 99,999
Audio visual service	30.00 + 3.00 for each additional employee from 11 to 99,999
Audiologist / speech pathologist	30.00
Auditorium / playhouse	100.00
	200.00
	300.00
	30.00
Author / writer	30.00
Auto / truck / van sales	30.00 + 3.00 for each additional employee from 11 to 99,999
Auto / truck / van service	30.00 + 3.00 for each additional employee from 11 to 99,999
Auto tag branch agency	100.00
Automated teller machine	50.00
Baby sitting service (itinerant)	25.00

BUSINESS REGULATIONS

§ 24-247.1

Type of Business	Tax
Bail bond business	100.00
Bakery	30.00 + 3.00 for each additional employee from 11 to 99,999
Bank / trust company	200.00 + 3.00 for each additional employee from 51 to 99,999
Banking facility	80.00
Barber or beauty school	30.00 + 3.00 for each additional employee from 11 to 99,999
Barber shop / chair	30.00 + 3.00 for each additional employee from 11 to 99,999
Beauty service	30.00 + 3.00 for each additional employee from 11 to 99,999
Beauty shop / chair	30.00 + 3.00 for each additional employee from 11 to 99,999
Beeper paging	80.00
Billing / bookkeeping service	30.00 + 3.00 for each additional employee from 11 to 99,999
Binding service	30.00 + 3.00 for each additional employee from 11 to 99,999
Blood bank center	50.00
Body / paint / repair shop	30.00 + 3.00 for each additional employee from 11 to 99,999
Bookkeeping / tax / immigration service	30.00 + 3.00 for each additional employee from 11 to 99,999
Bowling lanes	25.00 + 15.00 for each additional lane from 2 to 99,999
Bulk merchandise vending stand	25.00 + 16.00 for each additional stand from 2 to 99,999
Business service	30.00 + 3.00 for each additional employee from 11 to 99,999
Cabinets / woodworking mfg.	30.00 + 3.00 for each additional employee from 11 to 99,999
Cable TV franchise	500.00
Canning / bottling	30.00 + 3.00 for each additional employee from 11 to 99,999
Car wash / auto detailing	30.00 + 3.00 for each additional employee from 11 to 99,999
Cargo handler	30.00 + 3.00 for each additional employee from 11 to 99,999
Carnival (sponsored)	25.00 + 15.00 for each additional unit from 2 to 99,999
Cash / Payroll advance	80.00
Catering service	30.00 + 3.00 for each additional employee from 11 to 99,999
Cemetery / crematorium	200.00
Ceramic studio / kiln / supplies	30.00 + 3.00 for each additional employee from 11 to 99,999
Charter / leasing service	30.00 + 3.00 for each additional employee from 11 to 99,999
Check service / cashing	30.00 + 3.00 for each additional employee from 11 to 99,999
Child day care facility	30.00 + 3.00 for each additional employee from 11 to 99,999
Chiropractor	40.00
Circus / carnivals (not sponsored)	100.00 per day
Cleaner / laundry / alterations	30.00 + 3.00 for each additional employee from 11 to 99,999
Cleaning service	30.00 + 3.00 for each additional employee from 11 to 99,999
Clinic / medical center / dialysis	100.00 + 3.00 for each additional employee from 21 to 99,999
Clinical social worker	40.00
Collection / credit service	30.00 + 3.00 for each additional employee from 11 to 99,999
Commercial / Industrial / Office space	50.00 250,000 or less leasable sq. ft. from 250,001 leasable sq. ft. and up
Community pharmacy	150.00
Community TV antenna	30.00 + 3.00 for each additional employee from 11 to 99,999
Community TV antenna franchise	600.00
Computer / data processing service	30.00 + 3.00 for each additional employee from 11 to 99,999
Concession / news stand	30.00 + 3.00 for each additional employee from 11 to 99,999
Consultant	40.00
Copy / DUP / reproduction service	30.00 + 3.00 for each additional employee from 11 to 99,999

MIAMI-DADE COUNTY CODE

Type of Business	Tax	from	to
Correspondence school	30.00 +		
Courier drop box	25.00		
Courier service	30.00 +	3.00 for each additional employee per location	11 to 99,999
Court reporter	30.00 +	3.00 for each additional employee	11 to 99,999
CPA	40.00	3.00 for each additional employee	11 to 99,999
Credit / debit card co.	150.00 +		
Cruise line / dinner cruise	100.00	3.00 for each additional employee per vessel	11 to 99,999
Custom house broker	30.00 +	3.00 for each additional employee	51 to 99,999
Cutting / sewing / press service	30.00 +	3.00 for each additional employee	11 to 99,999
Dancing or entertainment / one night only	150.00	3.00 for each additional employee	11 to 99,999
Dancing or entertainment	225.00		
Dating / escort business	100.00		
Dealer in intangible personal property	80.00		
Dealer in petroleum products	75.00 +	3.00 for each additional employee	11 to 99,999
Delivery / messenger service	30.00 +	3.00 for each additional employee	11 to 99,999
Dental lab school	30.00 +	3.00 for each additional employee	11 to 99,999
Dental laboratory	30.00 +	3.00 for each additional employee	11 to 99,999
Dentist	40.00	3.00 for each additional employee	11 to 99,999
Designer	40.00		
Dietician / Nutritionist	30.00		
Dispatch service	30.00 +	3.00 for each additional employee	11 to 99,999
Dispensing optician	30.00		
Drafting service	30.00 +	3.00 for each additional employee	11 to 99,999
Drive in restaurant	60.00		
Eating establishment	30.00		
	60.00		
	90.00	seats	from 1 to 30
	120.00	seats	from 31 to 74
Educational institutions	30.00 +	3.00 for each additional employee	11 to 99,999
Electric plant	600.00		
Electric plant franchise	500.00		
Electrical contractor	30.00 +	3.00 for each additional employee	11 to 99,999
Electrolysis service	30.00 +	3.00 for each additional employee	11 to 99,999
Electronic credit approval	100.00		
Electronic telephone info	200.00		
Embalmer	40.00		
Embroidery / monogram service	30.00 +	3.00 for each additional employee	11 to 99,999
Employee leasing service	120.00 +	3.00 for each additional employee	11 to 99,999
Employment agency	30.00 +	3.00 for each additional employee	11 to 99,999
Engraving / laminating service	30.00 +	3.00 for each additional employee	11 to 99,999
Equipment operator	30.00 +	3.00 for each additional employee	11 to 99,999
Export / import	30.00 +	3.00 for each additional employee	11 to 99,999
Farmers market	200.00		
Fax communication	50.00		
Film / photo process / develop	30.00 +	3.00 for each additional employee	11 to 99,999
Finance / loans / mortgages	150.00 +	3.00 for each additional employee	11 to 99,999
Firearms mfg	30.00 +	3.00 for each additional employee	11 to 99,999
Fitness center - membership	200.00	3.00 for each additional employee	11 to 99,999

BUSINESS REGULATIONS

§ 8A-247.1

Type of Business	Tax
Fitness center - non-member	100.00
Flea market	230.00
Flea market sales	30.00
Food products mfg / process	30.00 + 3.00 for each additional employee
Food / beverage sales	30.00 + 3.00 for each additional employee
Foreign exchange	80.00
Framing service	30.00 + 3.00 for each additional employee
Freight forwarding / cargo service	30.00 + 3.00 for each additional employee
Fruit shipping agent	30.00 + 3.00 for each additional employee
Funeral director	40.00
Funeral director / embalmer	40.00
Funeral home	30.00 + 3.00 for each additional employee
Garbage / waste disposal	30.00 + 3.00 for each additional employee
Gas plant	600.00
Gas plant franchise	500.00
General building contractor	30.00 + 3.00 for each additional employee
General engineering contractor	30.00 + 3.00 for each additional employee
General mechanical contractor	30.00 + 3.00 for each additional employee
Golf course / miniature	25.00 + 15.00 for each additional course
Graphic / art / typesetting	30.00 + 3.00 for each additional employee
Guard patrol agency	30.00 + 3.00 for each additional employee
Hall for hire	230.00
Handwriting analyst — affidavit	30.00
Health / Dental (prepaid) maintenance organization	100.00 + 3.00 for each additional employee
Health testing — invasive	30.00 + 3.00 for each additional employee
Health testing non-invasive	30.00 + 3.00 for each additional employee
Hearing aid specialist	30.00
Holding company / franchising	150.00 + 3.00 for each additional employee
Home health care agency	120.00
Home health care provider	25.00
Hospital / emergency room	100.00 + 3.00 for each additional employee
Hotel	not taxable
	30.00 rooms from 1 to 4
	30.00 rooms from 5 to 10
	30.00 + 2.00 for each additional room from 11 to 99,999
Hypnotherapist (affidavit)	30.00
Ice cream vendor	30.00
Information / referral service	30.00 + 3.00 for each additional employee
Inspection service	30.00 + 3.00 for each additional employee
Installation service — non contractor	30.00 + 3.00 for each additional employee
Instructor / training / tutor	30.00 + 3.00 for each additional employee
Insurance adjuster	25.00
Interior decorator	30.00 + 3.00 for each additional employee
Interior designer	40.00
Investments / land development	150.00 + 3.00 for each additional employee
Janitorial service	30.00 + 3.00 for each additional employee
Junk dealer / junk yard	100.00
Key making	30.00 + 3.00 for each additional employee

MIAMI-DADE COUNTY CODE

Type of Business	Tax
land surveyor	40.00
Landfill / dump	100.00
Landscape architect	40.00
Laundromat / laundry room	25.00 + 1.50 for each additional machine from 2 to 99,999
Laundry machines	25.00 + 1.50 for each additional machine from 2 to 99,999
Lawn / lawnscape / tree services	30.00 + 3.00 for each additional employee from 11 to 99,999
Limousine service	30.00 + 3.00 for each additional employee from 11 to 99,999
Local exchange telephone service	900.00
Locksmith service	30.00 + 3.00 for each additional employee from 11 to 99,999
Long distance communications	250.00
LPG dealer / distributor and installation	130.00
LPG equipment dealer	130.00
LPG equipment manufacturer	130.00
LPG installer	50.00
LPG (Propane) Gas Tank Exchange Under 20 lbs.	25.00
LPG tank refill	60.00
Lunch wagon / truck	30.00
Machine / welding shop	30.00 + 3.00 for each additional employee from 11 to 99,999
Mail order	30.00 + 3.00 for each additional employee from 11 to 99,999
Mailing facility	100.00
Management service	30.00 + 3.00 for each additional employee from 11 to 99,999
Manufacturing	30.00 + 3.00 for each additional employee from 11 to 99,999
Marine surveyor	40.00
Marine / boat repair	30.00 + 3.00 for each additional employee from 11 to 99,999
Marriage and family therapist	40.00
Massage establishment	30.00 + 3.00 for each additional employee from 11 to 99,999
Massage therapist	25.00
Membership organization	200.00
Mental health counselor	40.00
Merchandise vending machine	25.00 for one machine
	25.00 + 6.00 for each additional machine from 2 to 30
MFG representative (individual)	199.00 + 3.00 for each additional machine from 31 to 99,999
Mobile auto mechanic	30.00
Mobile home park / camp grounds	25.00
	30.00 spaces from 1 to 100
	60.00 spaces from 101 to 200
	90.00 spaces from 201 to 99,999
Mobile home sales	30.00 + 3.00 for each additional employee from 11 to 99,999
Mortgage broker business	80.00
Motel	not taxable
	30.00 rooms from 1 to 4
	30.00 + 2.00 for each additional room from 5 to 10
	80.00 rooms from 11 to 99,999
	per screen
Movie / multi theatre	30.00 + 3.00 for each additional employee from 11 to 99,999
Moving / hauling / storage (local)	30.00 + 3.00 for each additional employee from 11 to 99,999

BUSINESS REGULATIONS

18A-247.1

Type of Business	Tax
Multiple business	100.00
Naturopath	40.00
News / wire service	80.00
Non-emergency transportation service	30.00 + 3.00 for each additional employee
Nurse / midwife	30.00 from 11 to 99,999
Nursery plant sales	30.00 + 3.00 for each additional employee
Nursing / convalescent home	100.00 + 3.00 for each additional employee from 11 to 99,999
Occult science	230.00 from 21 to 99,999
Operation center	30.00 + 3.00 for each additional employee
Optometrist	40.00 from 11 to 99,999
Osteopathic physician	40.00
Packing / packaging	30.00 + 3.00 for each additional employee
Packing / processing (farm products)	25.00 + 2.00 for each additional employee from 11 to 99,999
Paralegal	150.00 from 11 to 60
Paramedic / physician assistant	30.00 from 61 to 99,999
Parking facility	30.00
	60.00 spaces from 1 to 100
	90.00 spaces from 101 to 200
	spaces from 201 to 99,999
Party / entertainment service	30.00 + 3.00 for each additional employee
Passenger motor carrier	30.00 + 3.00 for each additional employee
Passenger transportation service	30.00 + 3.00 for each additional employee
Pawnbroker	340.00 from 11 to 99,999
Pay telephone provider	75.00 + 7.50 for each employee
Peddler	30.00 from 11 to 99,999
Permanent exhibit / admission facility	230.00
Personal services	30.00 + 3.00 for each additional employee
Pest control service	30.00 + 3.00 for each additional employee
Photographer / video service	30.00 + 3.00 for each additional employee
Physical / Occupational therapist	30.00 from 11 to 99,999
Physical / Occupational therapy center	30.00 + 3.00 for each additional employee
Physician	40.00 from 11 to 99,999
Plumbing contractor	30.00 + 3.00 for each additional employee
Podiatrist	40.00 from 51 to 99,999
Polygraph examiner	30.00 + 3.00 for each additional employee
Postal service	30.00 + 3.00 for each additional employee
Prescription drug wholesaler	30.00 + 3.00 for each additional employee
Printing / lithograph	30.00 + 3.00 for each additional employee
Private investigative agency	30.00 + 3.00 for each additional employee
Process server	30.00 + 3.00 for each additional employee
Processing plant	30.00 + 3.00 for each additional employee
Producer / productions	300.00 from 11 to 99,999
Professional association / Corporation / Partnership / firm	30.00 + 3.00 for each additional employee
Professional engineer	40.00 from 11 to 99,999
Professional sports team	300.00
Promotor / coordinator	200.00
Psychologist	40.00

MIAMI-DADE COUNTY CODE

Type of Business	Tax	from	to
Publishing service	30.00 +	3.00 for each additional employee	11 to 99,999
Purchasing agent / ship chandler	30.00 +	3.00 for each additional employee	11 to 99,999
Quarrying / mining	30.00 +	3.00 for each additional employee	11 to 99,999
Railroad	225.00	3.00 for each additional employee	11 to 99,999
Real estate appraiser	30.00		
Real estate branch office	30.00 +	3.00 for each additional employee	11 to 99,999
Real estate broker	30.00		
Real estate firm	30.00 +	3.00 for each additional employee	11 to 99,999
Real estate school	30.00 +	3.00 for each additional employee	11 to 99,999
Recording / film studio	300.00		
Recycling / refiners	30.00 +	3.00 for each additional employee	11 to 99,999
Refinish / finishing / dye service	30.00 +	3.00 for each additional employee	11 to 99,999
Rental service - not real property	30.00 +	3.00 for each additional employee	11 to 99,999
Repossessing service	30.00 +	3.00 for each additional employee	11 to 99,999
Resale of communication time	30.00 +	3.00 for each additional employee	11 to 99,999
Research / search service	150.00		
Retail of firearms	30.00 +	3.00 for each additional employee	11 to 99,999
Retail pharmacy	30.00 +	3.00 for each additional employee	11 to 99,999
Retail store	30.00 +	3.00 for each additional employee	11 to 99,999
Rooms / boarding / guest home	30.00 +	3.00 for each additional employee	11 to 99,999
	Not taxable		
	30.00	rooms	from 1 to 4
	30.00 +	rooms	from 5 to 10
Selling / trading tangible personal property	30.00 +	2.00 for each additional room	11 to 99,999
Sales broker (individual)	30.00		
Satellite Master Antenna TV	30.00	3.00 for each additional employee	11 to 99,999
Savings and loan association	500.00		
School bus service	200.00 +	3.00 for each additional employee	51 to 99,999
School psychologist	30.00 +	3.00 for each additional employee	11 to 99,999
Scrap metal processor	40.00		
Secretarial / clerical service	150.00		
Security systems monitoring	30.00 +	3.00 for each additional employee	11 to 99,999
Self storage	100.00		
	75.00		
	100.00		
			from 1 to 500 units
			from 501 to 1,000 units
Seller of travel	125.00		
Service and repairs - non contractor	30.00 +	3.00 for each additional employee	1,001 to 99,999
Showroom / sales office	30.00 +	3.00 for each additional employee	11 to 99,999
Slaughter house	30.00 +	3.00 for each additional employee	11 to 99,999
Specialty building contractor	30.00 +	3.00 for each additional employee	11 to 99,999
Specialty electrical contractor	30.00 +	3.00 for each additional employee	51 to 99,999
Specialty engineering contractor	30.00 +	3.00 for each additional employee	51 to 99,999
Specialty mechanical contractor	30.00 +	3.00 for each additional employee	51 to 99,999
	30.00 +	3.00 for each additional employee	51 to 99,999

BUSINESS REGULATIONS

§ 8A-347.1

Type of Business		Tax			
Specialty plumbing contractor	30.00 +	3.00 for each additional employee	from	51	to 99,999
Special transportation service	30.00 +	3.00 for each additional employee	from	11	to 99,999
Stadium / arena	150.00	seats	from	1	to 10,000
	300.00	seats	from	10,001	to 30,000
	600.00	seats	from	30,001	to 99,999
Stevedore agency	30.00 +	3.00 for each additional employee	from	11	to 99,999
Stock and bond / commodity broker	150.00 +	3.00 for each additional employee	from	51	to 99,999
Sub building contractor	30.00 +	3.00 for each additional employee	from	51	to 99,999
Sub general building contractor	30.00 +	3.00 for each additional employee	from	51	to 99,999
Subscription business	30.00 +	3.00 for each additional employee	from	11	to 99,999
Swimming pool	25.00 +	15.00 for each additional pool	from	2	to 99,999
Tailor / dressmaking	30.00 +	3.00 for each additional employee	from	11	to 99,999
Take out food / snack bar	30.00				
Tattoo studio (affidavit)	30.00 +	3.00 for each additional employee	from	11	to 99,999
Taxicab passenger service company	30.00 +	3.00 for each additional employee	from	11	to 99,999
Tele / radio / sat communication	250.00				
Telecom systems sales / services	250.00				
Telegraph	30.00				
Telemarketing	30.00 +	3.00 for each additional employee	from	11	to 99,999
Temporary employment agency	120.00 +	3.00 for each additional employee	from	21	to 99,999
Tennis courts	25.00 +	15.00 for each additional court	from	2	to 99,999
Tent sales	30.00 +	3.00 for each additional employee	from	11	to 99,999
Testing service (non-medical)	30.00 +	3.00 for each additional employee	from	11	to 99,999
Textile products mfg	30.00 +	3.00 for each additional employee	from	11	to 99,999
Ticket sales / reservation	30.00 +	3.00 for each additional employee	from	11	to 99,999
Time share property	Not taxable				
	30.00	apartments	from	1	to 4
	30.00 +	apartments	from	5	to 10
		2.00 for each additional apartment	from	11	to 99,999
Time share sales exchange office	30.00 +	3.00 for each additional employee	from	11	to 99,999
Tip sheet	230.00				
Title insurance companies	100.00				
Tour guide service	25.00				
Tour / travel agency	30.00 +	3.00 for each additional employee	from	11	to 99,999
Towing truck	25.00	per truck			
Transport - local / intra state	30.00 +	3.00 for each additional employee	from	11	to 99,999
Traveling junk dealer	30.00				
Unclassified business	100.00				
Upholstering	30.00 +	3.00 for each additional employee	from	11	to 99,999
Used merchandise sales / no pawn	30.00 +	3.00 for each additional employee	from	11	to 99,999
Used motor vehicle parts dealer	100.00				
Valet parking	30.00 +	3.00 for each additional employee	from	11	to 99,999
Veterinarian	40.00				
Veterinary clinic	50.00 +	1.50 for each additional employee	from	11	to 99,999
Warehouse / distribution center	30.00 +	3.00 for each additional employee	from	11	to 99,999

§ 8A-247.1

MIAMI-DADE COUNTY CODE

Type of Business	Tax
Water / sewer plant	500.00
Web surfing outlets	25.00 +
Weight control center	30.00 +
Wholesale / distributor	30.00 +
Yacht / boat / marine broker	30.00 +
	10.00 for each additional terminal
	3.00 for each additional employee
	3.00 for each additional employee
	3.00 for each additional employee
	from 2 to 99,999
	from 11 to 99,999
	from 11 to 99,999
	from 11 to 99,999

(Ord. No. 96-109, § 78, 6-20-95; Ord. No. 98-161, § 10, 11-5-98; Ord. No. 00-54, § 2, 5-9-00; Ord. No. 01-118, § 15, 7-12-01; Ord. No. 01-184, § 4, 11-6-01)

Secs. 8A-248—8A-250. Reserved.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING ORDINANCE NO. 09-04 TO MODIFY PARK FEES RELATING TO THE EDWARD AND ARLENE FELLER COMMUNITY ROOM AT LUDOVICI PARK; PROVIDING FOR AN ADMINISTRATIVE USER FEE WAIVER FOR PALMETTO BAY BRANCH LIBRARY CLUBS, GOVERNMENTAL AGENCY, OR INTERNAL REVENUE CODE 501(C)(3) CHARITABLE ORGANIZATIONS (HEREIN AFTER "QUALIFIED ORGANIZATIONS") AS TO THE USE OF THE EDWARD AND ARLENE FELLER COMMUNITY ROOM; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. [Sponsored by Vice Mayor Brian W. Pariser].

WHEREAS, the Village adopted and established fees, permit conditions, requirements and other guidelines for rental activities at all Park facilities, including the Edward and Arlene Feller Community Room and Amphitheater at Ludovici Park under Ordinance 09-04 relating to "Park Fees"; and,

WHEREAS, the existing fees and conditions are deemed appropriate and comparable to similar neighboring facilities; and,

WHEREAS, the Palmetto Bay Librarian and several of the local Palmetto Bay branch "library clubs", including the Italian Club and the Knitting Club have 10-15 members each and are attempting to use the library for their club events; and,

WHEREAS, the Palmetto Bay Library and the Palmetto Bay community have established an expanding use of the library and library patrons are beginning to form library sponsored educational clubs which are beginning to maximize the library space; and,

WHEREAS, the library does not have sufficient space to accommodate the clubs, and as such the clubs are seated in a corner of the Library during library hours of operation for their meetings restricting discussion and work space; and

WHEREAS, the Edward and Arlene Feller Community Room, like all Village Park areas provides a fee for the use of said facilities; and,

WHEREAS, Palmetto Bay Library branch informal clubs and charitable activities should be encouraged to meet within Palmetto Bay, but do not have the funding available to rent meeting facilities; and,

1 Gazebo with use of event/grass area: \$75.00 per hour, with a three (3) hour minimum; Daily rate:
2 \$450.00.

3 Weekends/Holidays: \$75.00 per hour, with a three (3) hour minimum; Daily rate: \$450.00.

4 Gazebo with use of event/grass area: \$100.00 per hour; three (3) hour minimum; Daily rate:
5 \$600.00.

6
7 * Sound system fees and related needs same as noted under
8 Amphitheatre.

9
10 **Amphitheater/Gazebo/Event area:**

11 Weekdays: \$100.00 per hour, with a four (4) hour minimum; Daily rate: \$600.00

12 Weekends/Holidays: \$150.00 per hour; Daily rate: \$900.00

- 13
14
- \$500.00 refundable damage/clean-up deposit for any of the above rentals
 - A minimum of one (1) security officer is required for all events. Permittee is to utilize the Security Services of the Village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the Village Manager, in consultation with the Village's Police Department.
 - If valet service is required, Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay.
 - Permittee is required to utilize tents, tables and chairs through company currently under contract to provide such service for the Village of Palmetto Bay.
 - All fees are subject to applicable sales tax.
 - Weekends include Friday, Saturday, Sunday and all Village recognized Holidays.
 - Permittee acknowledges that fees are subject to change.
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28 **Administrative Waiver of Fee:**

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30 1. The Village Manager is authorized to provide an administrative waiver of user fees for the
31 Edward and Arlene Feller Community Room for noncommercial, library sponsored clubs or groups,
32 501(c)(3) Charitable Organizations currently registered with IRS, and governmental agencies,
33 which eligible participants shall hereinafter be collectively known as "Qualified Organizations."
34

35 2. The Qualified Organization uses under this waiver provision can only for time periods
36 associated with normal library hours only.
37

38 3. The waiver of the fee is only for Charitable organizations, when there are no fees being
39 charged to participants by an instructor for a profit motive or commercial purpose to the Qualified
40 Organization.
41

42 4. The Village Manager is to review an application for use of the Edward and Arleen Feller
43 Community room and determine if the use by a Qualified Organization qualifies accordingly.

1 accompanied by appropriate documentation to support the requirements of subsections (1.) and (3.)
2 above, and/or a Library letter of sponsorship for any Qualified Organization.

3
4 5. Any person or group that wishes to rent the Edward and Arlene Feller Community room for
5 published user fees, shall have use priority over any Qualified Organization utilizing the
6 "administrative waiver" provision of this Ordinance and the Qualified Organization will be required
7 to move their meeting to another time or date to accommodate a paid user or the Village use of the
8 room which will also have priority use.

9
10 6. Village use of the Edward and Arlene Feller Community room will also have use priority
11 over any "administrative waiver" Qualified Organization, and the Qualified Organization will be
12 required to move their meeting to another time or date to accommodate the Village's use of the
13 room.

14
15 7. Any "administrative waiver" Qualified Organization will have to complete the Edward and
16 Arlene Feller Community room facility use agreement, but will not be required to pay the user fee, if
17 determined by the Village Manager that the Qualified Organization meets the requirement of the
18 administrative waiver provision.

19
20 8. The qualifying Qualified Organization will not be required to provide insurance.

21
22 9. Use of the Edward and Arlene Feller Community Room may be suspended or revoked by
23 the Village Manager if the Qualified Organization does not comply with the terms of the facility use
24 agreement.

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29 **Section 2.** All ordinances or parts of ordinances in conflict with the provisions of this
30 ordinance are repealed. The fee schedule shall be adopted in accordance with the Florida Statutes.

31
32 **Section 3.** If any section, clause, sentence, or phrase of this ordinance is for any reason held
33 invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the
34 validity of the remaining portions of this ordinance.

35
36 **Section 4.** This ordinance shall take effect immediately upon enactment.

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39 PASSED AND ENACTED this [] day of _____, 2011.

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42 Attest: _____
43 Meighan Alexander
44 Village Clerk

Shelley Stanczyk
Mayor

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APPROVED AS TO FORM:

Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____
Council Member Howard Tendrich _____
Council Member Joan Lindsay _____
Vice-Mayor Brian W. Pariser _____
Mayor Shelley Stanczyk _____