



VILLAGE OF PALMETTO BAY

Mayor Eugene Flinn
Vice Mayor John DuBois
Council Member Karyn Cunningham
Council Member Tim Schaffer
Council Member Larissa Siegel Lara

Village Manager Edward Silva
Village Attorney Dexter Lehtinen
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, April 4, 2016 - 7:00 pm Village Hall Chambers, 9705 E. Hibiscus Street (305) 259-1234

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**
2. **DECORUM STATEMENT:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
3. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Good Government Initiative – presentation to Councilwoman Larissa Siegel Lara
 - B. Committee recognition – Councilwoman Siegel Lara
4. **APPROVAL OF MINUTES**
 - A. Special Council Meeting of January 25, 2016
 - B. Special Council Meeting of February 16, 2016
 - C. Regular Council Meeting of March 7, 2016
5. **REQUESTS, PETITIONS AND PUBLIC COMMENTS**

6. 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 LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$20,448; AND PROVIDING FOR 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 MR. RICHARD L. DOODY, ESQ. FOR A 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 \$15,000; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA SELECTING ENVIROWASTE SERVICES GROUP TO PROVIDE VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF DORAL, FLORIDA RFP #2013-32 CATCH BASIN MAINTENANCE PROGRAM; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$22,000.00 TO ENVIROWASTE SERVICES GROUP, INC. FOR DRAIN CLEANING SERVICES DURING FISCAL YEAR 2015-16; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

7. VILLAGE MANAGER'S REPORT

- A. South-Dade Busway vs. Light Rail
- B. Updates:
 - Coral Reef Park Trails
 - Coral Reef Park Tennis

- Concessions
 - Parking Improvements – Garage for VPB (Cone of Silence)
- C. Village Accomplishments
- D. Village Police Commander Report
- E. Calendar update (Village Clerk)

8. VILLAGE ATTORNEY'S REPORT

9. BOARD AND COMMITTEE REPORTS - Minutes provided for Council's information, in lieu of verbal reports:

- A. Community Outreach Advisory Board – February 5, 2016
- B. Palmetto Bay Partnership Advisory Committee – February 10, 2016
- C. Youth Community Involvement Board – February 20, 2016
- D. Parks & Recreation Advisory Board – November 19, 2015

10. RESOLUTIONS

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING A POLICY CONCERNING ANTI-BULLYING IN VILLAGE PARKS AND FACILITIES; PROVIDING FOR SIGNAGE; PROVIDING FOR TRAINING; PROVIDING CONTACT INFORMATION FOR VICTIMS; AND PROVIDING AN EFFECTIVE DATE. [Sponsored by Vice Mayor John DuBois.]
- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT PAYMENT OF THE AIPP FEE IN LIEU OF THE PREVIOUSLY APPROVED ART PIECE AS AUTHORIZED PURSUANT TO RESOLUTION NO. 2010-10, FOR THE PROPERTY LOCATED AT 17225 SOUTH DIXIE HIGHWAY; AUTHORIZING THE VILLAGE MANAGER TO RELEASE THE PROPERTY OWNER FROM THE UNDERLYING DECLARATION OF RESTRICTIONS AS APPLYING THERETO; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING PURCHASE OF VILLAGE SHIRTS FOR THE VILLAGE'S YOUTH COMMUNITY INVOLVEMENT BOARD; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn.)

11. RESOLUTIONS REQUIRING PUBLIC HEARING

12. ORDINANCES FOR FIRST READING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 30-60.32, ENTITLED “VACATION RENTALS”; ESTABLISHING REGULATIONS FOR CERTAIN TRANSITORY USAGES OF RESIDENTIAL HOMES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Public Hearing – Quasi-judicial hearing) – **TIME CERTAIN 8 PM**
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2015-2016 BUDGET; AMENDING ORDINANCE NUMBER 2015-10; AMENDING THE VILLAGE’S BUDGET FOR THE 2015-2016 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.
- C. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA, MODIFYING CHAPTER 16 “ENVIRONMENT” BY CREATING ARTICLE V “EXPANDED POLYSTYRENE “STYROFOAM” FOOD SERVICE ARTICLES” AND PROVIDING FOR LEGISLATIVE INTENT, DEFINITIONS, PROHIBITIONS OF SALE OR USE BY VILLAGE CONTRACTORS, AND EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn and Councilwoman Karyn Cunningham)
- D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING PORTIONS OF SECTION 30-70 OF THE LAND

DEVELOPMENT CODE RELATING TO REQUIRED PARKING, EXEMPTIONS, VALET PARKING, AMOUNT OF PARKING, AND CALCULATION OF REQUIRED PARKING, TO PROVIDE FOR PARKING RELIEF REMEDIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. – **TO BE DEFERRED TO APRIL 18, 2016**

14. OTHER BUSINESS

- A. Advisory Board Appointments
- B. Youth Community Involvement Board

15. COUNCIL COMMENTS

16. 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 Special Regular Council Meeting of January 25, 2016
Village Hall Chambers
9705 East Hibiscus Street

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

Mayor Eugene Flinn
Council Member Karyn Cunningham
Council Member Larissa Siegel Lara

Staff present:
Village Manager Edward Silva
Village Attorney Dexter W. Lehtinen
Village Clerk Meighan J. Alexander

Mayor Flinn called the meeting to order at 6:05 p.m. He led the pledge of allegiance.

- 2. DECORUM STATEMENT:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

3. REQUESTS, PETITIONS AND PUBLIC COMMENTS

4. RESOLUTIONS

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; SPONSORING THE 2016 VOICES FOR CEREBRAL PALSY "BOWS & BOW TIES" 5K EVENT AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE AN AMOUNT NOT TO EXCEED \$1,000.00; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn and Councilwoman Karyn Cunningham)

Councilwoman Siegel Lara moved this item forward. Seconded by Councilwoman Cunningham. There was no Council discussion. The Resolution passed unanimously (3 to 0.)

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; SPONSORING THE 2016 AMERICAN CANCER SOCIETY

RELAY FOR LIFE EVENT, AS A SIGNATURE SPONSOR; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE AN AMOUNT NOT TO EXCEED \$1,000.00; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn)

Councilwoman Siegel Lara moved this item forward. Seconded by Councilwoman Cunningham. There was no Council discussion. The Resolution passed unanimously (3 to 0.)

5. **NEXT MEETING AND ADJOURNMENT:** The meeting adjourned at 6:10 pm.

Prepared and submitted by:

*Meighan J. Alexander, CMC
Village Clerk*

Approved by the Village Council on this ____ day of April, 2016.

Eugene Flinn, 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.

VILLAGE OF PALMETTO BAY
Minutes of the Special Council Meeting of February 16, 2016
Village Hall Chambers
9705 East Hibiscus Street

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

Mayor Eugene Flinn
 Council Member Tim Schaffer
 Council Member Karyn Cunningham
 Council Member Larissa Siegel Lara

Staff present:

Village Manager Edward Silva
 Village Attorney Dexter W. Lehtinen and Attorney Claudio Riedi
 Village Clerk Meighan J. Alexander

Mayor Flinn called the meeting to order at 7:10 p.m. He asked the Scouts of Troop 127 to lead the pledge of allegiance.

- 2. DECORUM STATEMENT:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

- 3. REQUESTS, PETITIONS AND PUBLIC COMMENTS:** None at this time.

4. ORDINANCE FOR FIRST READING

- A. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA, MODIFYING CHAPTER 16 "ENVIRONMENT" BY CREATING ARTICLE V "EXPANDED POLYSTYRENE "STYROFOAM" FOOD SERVICE ARTICLES" AND PROVIDING FOR LEGISLATIVE INTENT, DEFINITIONS, PROHIBITIONS OF SALE OR USE BY VILLAGE CONTRACTORS AND SPECIAL EVENT PERMITTEES, AND EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn and Councilwoman Karyn Cunningham)

Mayor Flinn stated that this matter would prohibit vendors from using Styrofoam in parks. He remarked that this issue is positive for environmental stewardship.

Councilwoman Cunningham stated that legislation is pending in the State; and, if cities do not have regulations in place prior to March, there may be nothing to be done.

Councilman Schaffer stated that he is not comfortable with creating a law that limits contractors.

Councilwoman Cunningham explained that the State legislation would prevent cities from stopping the use of Styrofoam.

Following brief remarks, Councilwoman Siegel Lara expressed that she is comfortable passing ordinances for the “greater good”. She said while she personally does not purchase Styrofoam, if she is renting Thalatta Estate, would her vendor be able to use Styrofoam? Mayor Flinn responded that they would not be able to use it.

Councilwoman Siegel Lara asked if a block party would also be prohibited from using Styrofoam. Clerk Alexander stated that the Ordinance is specific to Village property and events.

Councilwoman Siegel Lara moved to remove reference to Special Events.

Attorney Riedi clarified the motion would be to strike the reference to Special Events at lines 29-30, 39-40, and 44, 45, and 46. The motion was seconded by Councilwoman Cunningham. All voted in favor of the amendment (4-0.)

Mayor Flinn called the question to approve the Ordinance, as amended. All voted in favor (4-0.) The matter will be noticed for second reading/public hearing.

5. OTHER BUSINESS

- A. Consideration of appointment to Administrative Advisory Committee: Councilwoman Cunningham recommended Mr. Anthony Musto. The Council concurred.

- B. Manager Silva and Attorney Lehtinen discussed the recent activity that has occurred within the City of Coral Gables concerning the FPL property and mosquitos. It was explained that the City has enacted an emergency ordinance of an “extra-territorial” nature with regard to the resolving what the City believes is a mosquito infestation in the FPL property, which is outside of Coral Gables’ limits. Attorney Lehtinen noted that the City’s ordinance indicates it would be a criminal action and imposes a sentence of two months or longer, once the violation has been determined.

Mayor Flinn asked if Palmetto Bay was provided a courtesy notice. Attorney Lehtinen stated that we had not.

Attorney Lehtinen advised that municipal boundaries have significance under Charter and State Statutes that specifically prohibit extra-territorial action. He stated that the Coral Gables' action subjects Village residents to illegal threats and improper invasion by Officers outside of Palmetto Bay's municipal limits. He explained several options: 1. Do nothing; 2. Discuss the matter with Coral Gables, without triggering the Statutory dispute resolution process (a lengthy process); 3. Initiate the dispute resolution process (without lawsuit); 4. Ask Coral Gables to rescind its ordinance; and 5. File a lawsuit. Attorney Lehtinen stated that he is confident that the Village will prevail in a declaratory judgment action, declaring the extra-territorial action to be null and void.

Following brief remarks, Manager Silva indicated that he would like Attorney Lehtinen to contact Coral Gables and allow them the opportunity to correct the unlawful ordinance.

Councilwoman Cunningham advised that she had spoken to Councilwoman Slesnick and Keone of Coral Gables and expressed that the Village was dismayed about the lack of communication from their City. She stated that she believed the action was well-intended to rid the mosquito problem. Attorney Lehtinen concurred that the action was well-intended; however, the City's action is not lawful.

Councilwoman Siegel Lara asked what the Village is doing in response to the recent outbreak of the Zika virus. Manager Silva stated that the Village has stepped up its own code enforcement and has been in contact with the County regarding various properties throughout the Village, including the FPL site.

Councilman Schaffer suggested that the Village consider filing a lawsuit against the City.

Manager Silva announced that on February 22 at 9 am, staff will be joining a tour that Coral Gables had arranged at the FPL Site. The Council directed the Clerk to notice this meeting so that the Council members can attend.

Following brief remarks, Attorney Lehtinen requested that the Council consider passing a Motion, approving a Resolution that requests the City Commission of Coral Gables to repeal the extra-territorial aspect of the ordinance concerning mosquito infestation or, in the alternative, request the City not enforce this aspect of the Coral Gables Ordinance. He stated that should Coral Gables fail to do so no later than February 24, 2016; otherwise, the Village Attorney shall be directed to file a declaratory lawsuit indicating that the City's powers within Palmetto Bay are null and void.

Mayor Flinn stated that the Council would empower the Village Attorney to take all legal action necessary to protect the legal interest of the Village, including, but not limited to filing a lawsuit.

Councilwoman Siegel Lara moved to approve the Resolution. Seconded by Councilman Schaffer. All voted in favor. The motion passed unanimously (4-0.)

6. NEXT MEETING AND ADJOURNMENT

The meeting adjourned at 8:10 pm.

Prepared and submitted by:

Meighan J. Alexander, CMC
Village Clerk

Approved by the Village Council on this ____ day of April, 2016.

Eugene Flinn, 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.

VILLAGE OF PALMETTO BAY
Minutes of the Regular Council Meeting of March 7, 2016
Village Hall Chambers
9705 East Hibiscus Street

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

Mayor Eugene Flinn
Vice Mayor John DuBois
Council Member Tim Schaffer
Council Member Karyn Cunningham
Council Member Larissa Siegel Lara

Staff present:
Village Manager Edward Silva
Village Attorney Dexter W. Lehtinen
Village Clerk Meighan J. Alexander

Mayor Flinn called the meeting to order at 7:10 p.m. He asked the Scouts of Troop 127 to lead the pledge of allegiance.

- 2. DECORUM STATEMENT:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

3. PROCLAMATIONS, AWARDS, PRESENTATIONS

- A. Palmetto Senior High Girls Soccer Championship recognition
- B. Proclamation for Bike 305 Month

Mayor Flinn noted that he would be personally providing the recognitions to the individuals.

- C. Recognition of Michael Kesti: Mayor Flinn presented Michael Kesti with a certificate of recognition, thanking him for his service in being a confidential informant.

4. APPROVAL OF MINUTES

- A. Special Council Meeting of January 21, 2016
- B. Local Planning Agency Meeting of February 1, 2016

C. Regular Council Meeting of February 1, 2016

Councilman Schaffer moved to approve the Minutes. Seconded by Councilwoman Siegel Lara. All voted in favor. The Minutes were approved.

5. **REQUESTS, PETITIONS AND PUBLIC COMMENTS:** The following individuals addressed the Council: Eric Tullberg, 7884 SW 179 Terrace; Anthony Valkovick, 9280 SW 167 Terrace; Laura Reynolds, 20715 Leeward Lane, Cutler Bay; Anthony Gorman, 14140 SW 72 Avenue; and Clifford Steele, 6102 Paradise Point Drive.

6. **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 LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$15,505; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Schaffer moved to approve the Consent Agenda item. Seconded by Councilwoman Siegel Lara. All voted in favor. The Resolution passed unanimously (5-0.)

7. **VILLAGE MANAGER'S REPORT**

Manager Silva asked the Council to consider an add-on item that is time-sensitive. Attorney Lehtinen stated that this matter involves a grant that is under deadline.

Councilman Schaffer moved to include the add-on item concerning the FIND Grant to the Agenda at Item 10D. Seconded by Councilwoman Siegel Lara. All voted in favor. The motion carried (5-0.)

Manager Silva provided an update of the Village's activities. He noted that staff will be requesting authority to clean the Village's drains in April in an attempt to assist with mosquito control.

- A. Village Police Commander Report: Major Serralta provided an update concerning traffic citations and activity. He advised the Council that the majority of burglaries in vehicles are due to the vehicles being left un-locked. He cautioned all to lock their vehicles.

Manager Silva advised that the traffic lights along the Bus-way will be synchronized with the traffic lights. He asked all to be aware and drive cautiously.

- B. Information on Coral Gables Ordinance: Manager Silva stated that the Village Attorney would provide this update.

- C. Miami-Dade Fire Rescue Annual Report: The written report was provided to the Council.
 - D. Calendar update (Village Clerk): Clerk Alexander provided the dates of the upcoming meetings and events.
8. **VILLAGE ATTORNEY'S REPORT:** Attorney Lehtinen advised that he had met with the City Attorney for the City of Coral Gables concerning their recent extra-territorial ordinance and the City has agreed to eliminate Section 2, which relates to "neighboring properties". He stated that the City is satisfied that the concerns of mosquitos will be taken care of by Palmetto Bay. Attorney Lehtinen stated that he expects Commissioner Keone will remove the reference to neighboring properties at the City's next meeting.
9. **BOARD AND COMMITTEE REPORTS** - Minutes provided for Council's information, in lieu of verbal reports:
- A. Tree Advisory Board Report: Mr. Don Pybas, 9264 SW 180 Street, came forward, representing the Tree Board, stated that the Board is moving forward with its Tree Management Plan, beginning with a very progressive inventory.
 - B. Education Advisory Committee – January 5, 2016
 - C. Palmetto Bay Partnership Advisory Committee – January 6, 2016
 - D. Village Services Advisory Committee – January 6, 2016: Mr. Jon Beisenherz advised that the Committee unanimously approved to support the ordinance to roll back fees to the level of 2015 and allow the Village Manager and staff to develop guidelines for future increases. He noted that the Committee is also working on developing Frequently Asked Questions to assist the public.
 - E. Art in Public Places Advisory Board – October 29, 2015
 - F. Community Outreach Advisory Board – January 6, 2016: Councilwoman Cunningham thanked the Committee for bringing forth the survey at the picnic, advising that 75 surveys were completed. She encouraged all to go the Village's website and take the survey.

10. **RESOLUTIONS**

- A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; SUPPORTING THE CITY OF HOMESTEAD'S RESOLUTION NO. R2015-12-130, URGING MIAMI-DADE COUNTY TO MOVE FORWARD WITH THE RELOCATION OF THE DADE COUNTY YOUTH FAIR (THE "FAIR") TO SOUTH DADE AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Councilwoman Katryn Cunningham)

Vice Mayor DuBois moved the item forward. Councilwoman Cunningham stated that she would like to defer the matter to a future date. Vice Mayor

DuBois concurred, and seconded the deferral. All voted in favor. The motion passed unanimously (5-0).

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SERVICES FLEET OPERATIONAL EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF KISSIMMEE, FLORIDA BID NUMBER BA2016-006; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF A 2016 ALTEC LR-7 BUCKET TRUCK FROM ALTEC INDUSTRIES, INC. IN THE AMOUNT OF \$143,560; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor DuBois moved this item forward. Seconded by Councilman Schaffer.

Public Services Director Corrice Patterson provided staff report.

Mayor Flinn asked if the vehicle were a hybrid vehicle. Director Patterson stated that it was not.

Mayor Flinn asked for the main use of the vehicle. Director Patterson advised that the vehicle would be used primarily for tree maintenance, but the Village would also be using it for various maintenance activities that are currently being performed

Councilwoman Cunningham asked if this purchase was currently budgeted. Director Patterson noted that the line item was \$165,000. Councilwoman Cunningham stated that Village would be saving \$22,000. Director Patterson explained the warranty for the equipment.

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

- C. RESOLUTION CONCERNING SEAL/LOGO:

1. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE OF PALMETTO BAY SEAL AND LOGO; DESIGNATING THE VILLAGE MANAGER TO AS THE VILLAGE COUNCIL DESIGNEE FOR THE PURPOSE OF AUTHORIZING THE USE OF THE VILLAGE SEAL (OFTEN REFERRED TO AS "LOGO") IN SIGNAGE AND/OR MARKETING MATERIALS TO PROMOTE VILLAGE-SPONSORED EVENTS; REQUIRING THE VILLAGE MANAGER TO PROVIDE AN UPDATED LIST OF

VILLAGE-SPONSORED EVENTS TO THE VILLAGE COUNCIL;
AND PROVIDING FOR AN EFFECTIVE DATE.

OR – ALTERNATIVELY,

2. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE OF PALMETTO BAY SEAL AND LOGO; AUTHORIZING THE VILLAGE MANAGER TO USE THE VILLAGE SEAL (OFTEN REFERRED TO AS “LOGO”) IN SIGNAGE AND/OR MARKETING MATERIALS FOR THE VILLAGE-SPONSORED EVENTS LISTED ON EXHIBIT A; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Schaffer moved this item forward. Seconded by Councilwoman Siegel Lara.

Manager Silva explained that the Village’s Code reads that the logo/seal can only be used when authorized by council vote or designee. He stated that the first resolution would allow the Manager to be named the designee. He provided a list of the current events.

Mayor Flinn stated that future sponsorship resolutions could include the use of the logo in promotional materials. He remarked that it is important to maintain the integrity of the log.

Councilman Schaffer stated that he would be in favor of the first Resolution in order to avoid delay of its use on appropriate items.

Councilwoman Siegel Lara clarified that the Resolution does not prevent the right of the Council to additionally authorize the use of the logo. Manager Silva concurred.

Councilwoman Siegel Lara remarked that the second Resolution seems cumbersome and difficult, if there is not sufficient time to come before the Council. Councilwoman Cunningham and Vice Mayor DuBois concurred, stating that she would support the first Resolution.

Attorney Lehtinen stated that this matter is an administrative action and the Council can always approve or remove the permission to use of the logo. He clarified that the Seal and Logo are same thing, the seal is commonly referred to as the embossed logo; the logo is commonly on letterhead or shirts.

Vice Mayor DuBois moved to approve Resolution C.1. Seconded by Councilwoman Siegel Lara. All voted in favor. The Resolution passed unanimously (5-0.)

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION UNDER THE 2016 FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THALATTA ESTATE; AND PROVIDING AN EFFECTIVE DATE.

Councilwoman Siegel Lara moved this item forward. Seconded by Vice Mayor DuBois.

Manager Silva explained that this Resolution would allow the Village to apply for a grant for a fishing/viewing pier, which is consistent with the Park's management plan.

Mayor Flinn expressed his pleasure that staff is moving forward with this item.

Vice Mayor DuBois asked the amount of the grant. Manager Silva replied that it was a 50/50 matching grant, with total expenses estimated at \$100K.

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

11. RESOLUTIONS REQUIRING PUBLIC HEARING

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-30.15, ENTITLED TRANSFER OF DEVELOPMENT RIGHTS (TDR); TRANSFERRING 85 RESIDENTIAL UNITS FROM 17901 OLD CUTLER ROAD, AS MORE PARTICULARLY DESCRIBED AT ATTACHMENT A; TO 17777 OLD CUTLER ROAD, AS MORE PARTICULARLY DESCRIBED AT ATTACHMENT B; AND ACCEPTING BY THE VILLAGE, AS A CONDITION THEREOF, THE OWNERSHIP OF PARCELS OF APPROXIMATELY 40± ACRES, AS MORE PARTICULARLY DESCRIBED AT ATTACHMENT C, FOR PUBLIC FACILITIES, PARKS, AND CONSERVATION PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE. (Quasi-Judicial public hearing)

Councilman Schaffer moved this item forward. Seconded by Councilwoman Siegel Lara.

Planning and Zoning Director Darby Delsalle introduced the matter and stated that witnessed would be sworn in.

Attorney Lehtinen swore in those who wished to speak.

Vice Mayor DuBois called for a recess to discuss the matter with Attorney Lehtinen.

The meeting reconvened. Attorney Lehtinen stated that the Vice Mayor has a particularized interest, rather than general, in this item and it is appropriate for him to recuse himself on items 11A, 12A and 12B.

The following disclosures were offered:

Mayor Flinn advised that he automatically forward emails to the Clerk. He stated that he has had general conversations with Laura Reynolds and Al Sunshine regarding this matter, prior to the matter becoming an agenda item (during his election campaign).

Councilwoman Cunningham disclosed that she has only spoken with Manager Silva regarding this matter.

Councilwoman Siegel Lara and Councilman Schaffer both indicated that they did not have any contact about this matter and will remain objective.

Mayor Flinn added that he spoke with Beth Kibler, Ed Varona, and Steve Zarzecki at Cutler Bay events with regard to this matter and will be objective.

Director Delsalle began staff report, explaining that the item concerns the property referred to as the Palmetto Bay Village Center. He stated that the matter concerns the transfer of development rights. He explained that his one report would suffice for items 12A and 12B, as the matter concerns the same property. He stated that due to a cooperative effort, the property owner wishes to preserve the park area and conservation area (the front 22 acres has pine uplands and a small wetland) and allow for 1.25 acres for a fire station, when needed. He explained that the purpose of this matter is to make a presentation, as the two companion ordinances must be provided to the State agencies for review prior to returning to the Council for final reading. He advised that the components that are changing are with regard to the land use and zoning in the VMU areas. He stated that, currently, 300 senior living unit and 100 townhomes would be permitted. He stated that the suggestion is to change to 400 general multi-family units, with up to 300 permitted to be senior living units.

Mayor Flinn opened the public hearing. The following individuals addressed the Council: Laura Reynolds, 20715 Leewood Lane, Cutler Bay; Eric Tullberg, 7884 SW 179 Terrace; Craig Grossenbacher, 7245 SW 167 Street; Michael Haley, 7703 SW 170 Terrace; Janie Enriquez, Cutler Bay; and Bev Gerald, 14271 SW 74 Court.;

Attorney Lehtinen noted that interim zoning does not create new development rights; rather, the proposal transfers rights into another area and preserves the

open space. He stated that the proposal would allow the developer to transfer the property to the village.

Councilwoman Siegel Lara asserted that the development rights exist on the open space, as was presented before the Council a year ago. She stated that currently, the question is “where” and what development will occur. She noted that the “trade-off” is to allow development within the site and the Village could have property for a future fire station and also preserve some land. Councilwoman Siegel Lara stated that the buildings on that property are all of the same height and you cannot see them from Old Cutler; the buildings are 85 feet tall and the County would have allowed 125 feet. She stated that she is supportive of this matter.

Councilman Schaffer provided some history of the property. He stated that there is not currently any partnership with Cutler Bay regarding park lands within our municipality.

Mayor Flinn remarked that he believes the transfer of development rights could assist Cutler Bay and their property on the south side of 184 Street.

Following brief comment, Councilwoman Cunningham asked if the property owner’s plans for development would return to the Council for approval. Manager Silva replied that they would.

Councilwoman Cunningham asked if there is a guarantee in place so that the property owner would have to transfer the 40 acres. Attorney Lehtinen stated that the TDR is done by resolution and staff is requesting deferral so that the State can review the comprehensive plan element and approval same.

Councilman Schaffer moved to defer this matter. Seconded by Councilwoman Siegel Lara. All voted in favor. The motion to defer passed unanimously (4-0.)

12. ORDINANCES FOR FIRST READING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACTING IN ITS CAPACITY AS THE MAYOR AND VILLAGE COUNCIL AND AS THE LOCAL PLANNING AGENCY, AMENDING POLICY 1.1.3 OF THE VILLAGE’S COMPREHENSIVE PLAN LAND USE CATEGORY, “VILLAGE MIXED-USE”, TO INCLUDE ALL PERMITTED RESIDENTIAL USES TO BE CLASSIFIED AS MULTIPLE FAMILY, AND TO PROVIDE A NOTATION REGARDING TRANSFER OF DEVELOPMENT RIGHTS CONSISTENT WITH POLICY 1.1.14 OF THE COMPREHENSIVE PLAN; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (Quasi-Judicial public hearing)

Councilwoman Siegel Lara moved this item forward. Seconded by Councilman Schaffer.

Councilwoman Siegel Lara moved to incorporate all testimony and written staff reports into the record from item 11 A into this matter. Seconded by Councilman Schaffer. All voted in favor.

Mayor Flinn opened the public hearing. Ms. Laura Reynolds, 20715 Leeward Lane, Cutler Bay, addressed the Council. Mayor Flinn closed the public hearing.

Mayor Flinn stated that the item of all uses can be considered at time of second reading.

Mayor Flinn called the question to approve the matter on first reading. All voted in favor (4-0.)

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 30-50.19, "VILLAGE MIXED-USE DISTRICT", TO INCLUDE ALL PERMITTED RESIDENTIAL USES TO BE CLASSIFIED AS MULTIPLE FAMILY; TO ADJUST MAXIMUM PERMITTED HEIGHT FOR ALL BUILDINGS TO BE 85 FEET; AND TO PROVIDE A NOTATION THAT THE VMU ZONING DISTRICT IS ELIGIBLE TO PARTICIPATE IN SECTION 30-30.15 TRANSFER OF DEVELOPMENT RIGHTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (Quasi-Judicial public hearing)

Councilwoman Siegel Lara moved this item forward. Seconded by Councilman Schaffer.

Councilwoman Siegel Lara moved to incorporate all testimony and written staff reports into the record from item 11 A into this matter. Seconded by Councilman Schaffer. All voted in favor.

Mayor Flinn opened the public hearing. Mr. Eric Tullberg, 7884 SW 179 Terrace; and Ms. Laura Reynolds, addressed the Council. Mayor Flinn closed the public hearing.

Attorney Lehtinen stated that with the pre-existing TDR Ordinance in the Code, the VMU property had the right under existing code to receive TDR's; this was already the case and the ordinance clarifies that right.

Mayor Flinn called the question to approve the matter on first reading. All voted in favor (4-0.)

- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Public Hearing – Quasi-judicial hearing)

Councilman Schaffer moved this item forward. Seconded by Councilwoman Siegel Lara.

(Vice Mayor DuBois returned to the meeting.)

Attorney Lehtinen swore in those who wished to be heard.

Mayor Flinn, Vice Mayor DuBois, Councilwoman Cunningham, and Councilman Schaffer each stated that they did not have any further disclosures.

Councilwoman Siegel Lara stated that she met with several individuals and will remain objective.

Mr. Travis Kendall, Planning & Zoning Administrator provided staff report, noting that this matter was continued from last month and the intent is to rezone a property from E-1 to E-M to be consistent with surrounding neighborhood. He stated that the applicant is present and the potential owner is also present, represented by Mr. Jerry Proctor.

Attorney Jerry Proctor, 1450 Brickell Avenue, came forward and stated that the re-zoning would allow the development of two homes where there is one. He provided an aerial that shows the area is entirely EM and the developer would like to be consistent with the rest of the neighborhood.

Attorney Lehtinen stated that the aerial shall be included as part of the record, as it is consistent with the map provided by staff.

Mayor Flinn opened the public hearing. No one wished to speak.

Mayor Flinn remarked that this matter seems fair and reasonable. He called the question for approval. All voted in favor (5-0.) Mayor Flinn stated that the next time this matter will be heard, it shall be heard for “time certain”.

- D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; CREATING SECTION 30-70 OF THE LAND DEVELOPMENT CODE RELATING TO REQUIRED PARKING EXEMPTIONS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Vice Mayor DuBois moved this item forward. Seconded by Councilman Schaffer.

Director Delsalle provided staff report.

Mayor Flinn asked if parking for transit would be included.

Director Delsalle stated that staff will be contemplating a transit oriented type mechanism to assist the commercial corridor.

Mayor Flinn stated that staff needs to be certain that developers do not circumvent other parking by allowing bike parking. Director Delsalle concurred.

Vice Mayor DuBois asked since there is an administrative adjustment allowed and it discovered that the adjustment was incorrect, what is the administrative mechanism to correct this. Director Delsalle stated that a revocation of the Certificate of Use by code compliance would be the result.

Mayor Flinn called the question for approval. All voted in favor (5-0.)

Mayor Flinn asked if staff felt this matter should be work-shopped. Director Delsalle stated that the matter would return for second reading.

- E. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2015-2016 BUDGET; AMENDING ORDINANCE NUMBER 2015-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2015-2016 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Councilwoman Cunningham moved this matter forward. Seconded by Councilwoman Siegel Lara.

Manager Silva stated that this matter is not a change to the budgetary numbers or amounts, rather a "shifting" of positions to the services.

Councilwoman Cunningham asked for an explanation of the need for a full-time architectural renderer from part-time status.

Manager Silva stated that the title of that position may be modified as that individual is creating significant renderings for procurement and creating banners, logos, and postcards for parks, in addition to overseeing construction drawings for parks. He advised that the employee is also working with public services in development rendering and foam boards for meetings. Manager Silva explained that another Enterprise position would be to hire a chief building inspector to assist the Building Official due to the significant amount of work being performed in that division.

Councilwoman Cunningham asked for the Architectural Renderer's job description and asked the total salary with benefits. Manager Silva stated that he would have the job description available for second reading.

Director Chin stated that employee would receive benefits, but the hourly rate is not changing.

Councilwoman Cunningham asked for the total amount – salary and benefits. Vice Mayor DuBois asked for the hourly rate. Councilman Schaffer clarified that the full compensation package should be provided.

Manager Silva replied that he believes his salary would be \$32,000 and the overall budget would not change.

Councilwoman Cunningham stated that the Clerk had requested for a position to be added in her office and it is not addressed in this document.

Manager Silva replied that there are significant challenges that staff is facing due to the increase in committee activities and the position would be considered for next budget year, as he did not wish to take surplus funds to create a new position. He stated that staff liaisons will be directed to provide more assistance to the advisory boards.

Councilwoman Cunningham stated that all of the advisory boards are extremely active and she would like to have a "state of the committees" meeting to have an open discussion as to what can be done to spread the work across all of the departments, or perhaps discuss how the committees are structured so that their work moves forward. She suggested placing the matter on the March 16th Committee of the Whole.

Councilman Schaffer stated that the committees have grown, which has created strain on staff.

Councilwoman Siegel Lara remarked that the Council needs to clarify the positions of recommendation and the actions that should be taken by the

council. She noted that the committees work through the direction of the council. She remarked that the degree of disparity of activity level may be due to the scope of the committees and some committees need to be reviewed from the point that they are advisory, not steering committees. She concurred that discussion at a Committee of the Whole meeting is important.

Clerk Alexander advised that there have been 43 meetings of the council in 2015; 11 meetings in 2016; and, the advisory boards met 54 times since 2015 to present.

Vice Mayor Dubois concurred that the advisory boards should be discussed at the Committee of the Whole meeting. He remarked that he was happy to see the addition of a police officer. He asked if funds are budgeted for additional Wi-Fi at the parks.

Manager Silva noted that he would provide information with regard to Wi-Fi; and, a repeater was installed at Coral Reef Park to assist with Wi-Fi range for the picnic.

Mayor Flinn called the question for approval. All voted in favor (5-0.)

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; AMENDING CHAPTER 20, ARTICLE 1, OF THE VILLAGE'S CODE OF ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Sponsored by Councilwoman Karyn Cunningham)

Councilwoman Siegel Lara moved this item forward. Seconded by Vice Mayor DuBois

Mayor Flinn asked if there were any updates.

Manager Silva provided staff report. He provided that the annual operating budget was \$2,012,000 and the cost is approximately \$82.69 per resident. He stated that potentially outsourcing tennis and outsourcing concession programming may result in some revenue. He explained that the national average on recapture is approximately 48.9% and the Village is 26%.

Councilwoman Cunningham stated that the ordinance was presented in January, after the tennis fee reduction. She noted that the matter was deferred to Village Services Committee, which voted to recommend passage of the ordinance on a 3-2 vote. She stated that the recovery rate is higher than the Village's sister cities and if the Village includes Thalatta, the recovery would be 36%. She explained

that the ordinance does not include a roll back of rates at Thalatta, or many of the services at Palmetto Bay Park. Councilwoman Cunningham noted that this ordinance results in less than \$13,000 reduction, which out of a \$2,000,000 parks budget is less than .06%. She reminded the Council that they had agreed not to not to reduce millage by a small percent because the Council felt that a \$17,000 reduction was not significant. She asked for the Council's support.

Vice Mayor DuBois stated that he is in favor of this ordinance and noted that one comment made was that roll back the tennis fees, it will have a negative impact; he explained that with regard to the tennis fees, the after-hours fee increase was going to result in a significant impact because people would not come out and play at that rate. He noted that fees are "elastic" and people will use facilities with reasonable rates.

Councilwoman Siegel Lara stated that she was dismayed that the rates had not been reviewed for eight years. She stated that she did not agree that the Committee should produce the fee schedule and the Committee actually acknowledged that they were not qualified; rather, the Committee wanted the administration to review fees and provide the information to the Committee. She stated that she does not support the roll back, as \$12,000 is one-fourth of an employee and there appears to be no seasonality in the usage. She asked the impact of reducing the tennis fees. Manager Silva stated that it was \$50,000.

Councilman Schaffer stated that he had brought the tennis fees forward with the suggestion of rolling back the rates. He stated that he voted against the tennis roll back rate, as the Council did not seem to have the accurate information. He noted that he had asked for deferral then, but the council went forward and voted to reduce the tennis fees. He asked if there would be a loss of revenue, if the Village keeps the fees at the current rate.

Director Carmona stated that the numbers are steady. Manager Silva stated that if the pattern continues, the revenue will slightly increase.

Mayor Flinn expressed that he will support roll back fees, if the Council will consider a fee schedule applicable for next year. He stated that the former Council included over a quarter of a million dollars in tennis improvements, but did not plan on how to pay for it. He noted that the Village installed a \$24,000 score board, which does not benefit the general public. He remarked that the public has been waiting for many years to get the walking path re-done.

Manager Silva stated that the Village's picnic delayed the installation of the walking path and staff expects the path construction to continue the next two to three weeks.

Following brief comment, Mayor Flinn opened the public hearing. The following individuals addressed the Council: Eric Tullberg, 7884 SW 179 Terrace; and Beth Adler, 8140 SW 151 Street, addressed the Council.

Mayor Flinn closed the public hearing. He called the question on approval. The Ordinance passed on first reading, following roll call vote (3-2 – Councilman Schaffer and Councilwoman Siegel Lara voting in opposition.)

Mayor Flinn stated that he is hopeful the Council will consider reducing residents' property taxes in the future, as well.

- B. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA, MODIFYING CHAPTER 16 "ENVIRONMENT" BY CREATING ARTICLE V "EXPANDED POLYSTYRENE "STYROFOAM" FOOD SERVICE ARTICLES" AND PROVIDING FOR LEGISLATIVE INTENT, DEFINITIONS, PROHIBITIONS OF SALE OR USE BY VILLAGE CONTRACTORS, AND EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn and Councilwoman Karyn Cunningham)

Councilwoman Cunningham moved this item forward. Seconded by Vice Mayor DuBois.

Councilwoman Cunningham advised that State Legislation 7007 was recently amended. She noted that Senator Soto is hoping to amend the legislation further to extend the current preemption on the sale of use of Styrofoam products from January 1st to be April 1st. She stated that there is less of a need to adopt this item at the current time.

Councilwoman Siegel Lara moved to defer. Seconded by Vice Mayor DuBois.

Mayor Flinn asked whether the matter should be deferred to date certain. Councilwoman Cunningham stated that if the amendment does not pass, the deadline for this Ordinance is January 1st, but the law allows local municipalities to make their own decision. Mayor Flinn stated that it seems that the Village should either pass the matter now or the Village may miss its opportunity.

Councilwoman Siegel Lara moved to defer to April 4th. Seconded by Vice Mayor DuBois. The matter passed (3 to 2, Mayor Flinn and Councilwoman Cunningham voting in opposition.)

Attorney Lehtinen remarked that this ordinance, as proposed, is a directive to village staff as to what to include in contracts and the matter could be considered as a statement of policy in a Resolution. Mayor Flinn concurred.

- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PERTAINING TO THE VILLAGE'S PARTICIPATION IN THE COMMUNITY RATING SYSTEM, "CRS"; ADDING REQUIRED ELEMENTS AND PROVIDING FOR OTHER ELEMENTS THAT MAY HAVE THE NET EFFECT OF LOWERING FLOOD INSURANCE PREMIUMS FOR THE RESIDENTS OF PALMETTO BAY; AMENDING, PURSUANT TO SECTION 30-30.7(b), SECTION 30-100.6, ENTITLED "FLOODPLAIN MANAGEMENT REGULATIONS" OF THE VILLAGE'S LAND DEVELOPMENT REGULATIONS; AND AMENDING, PURSUANT TO SECTION 553.73(5) OF THE FLORIDA BUILDING CODE, LOCAL ADMINISTRATIVE AND LOCAL TECHNICAL PROVISIONS OF THE FLORIDA BUILDING CODE PERTAINING TO THE DESIGN AND CONSTRUCTION OF BUILDINGS AND STRUCTURES IN FLOOD HAZARD AREAS; PROVIDING FOR ORDINANCES IN CONFLICT, REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Councilwoman Siegel Lara moved this item forward. Seconded by Councilwoman Cunningham.

Councilwoman Siegel Lara moved to incorporate staff report, all comments and discussion from the Local Planning Agency hearing of March 7th into this hearing. Seconded by Councilman Schaffer. All voted in favor. The Motion carried (5-0.)

Director Delsalle stated that there was no further staff report.

Mayor Flinn opened the public hearing. No one wished to be heard. The public hearing was closed.

Mayor Flinn called the question to approve. The Ordinance was adopted unanimously (5-0) following roll call vote.

14. OTHER BUSINESS

- A. Cutler Bay Zoning matter (Council had placed the matter on the Agenda at the February 1st Council meeting; however, this matter is moot, as the zoning application in Cutler Bay has been withdrawn.)
- B. Update concerning Miami-Dade County Days by all participating members of Council

Councilwoman Cunningham reported that the legislative session is underway. She asked Mr. Silva if he had received any updates from the Village's lobbyists.

Manager Silva advised that the Village's lobbyists report that the Village will be receiving \$250,000 for Sub-basin 59-60.

- C. Update concerning negotiations on Palmetto Bay Park appropriations
Vice Mayor DuBois announced that \$150,000 was included; however, the delegation is attempting to include another \$150,000.

Manager Silva stated that the Village is slated to receive \$250,000 for economic development-the Multimodal Center.

- D. Update concerning Cerebral Palsy 5K event: Councilwoman Cunningham noted that the event was successful and thanked Councilwoman Siegel Lara for attending. She expressed her hope that it would continue next year. Mayor Flinn expressed that he supported the Councilwoman with rolling back park fees and hopes the Village will continue to support budgeting funds for these kinds of program. (He displayed Macaroons that are created and baked by exceptional young people through a program organized through a Village resident.)

Councilwoman Cunningham thanked the Village Manager and others for a proposal to get State funding for specially-abled programs, working with MacTown. She commented that Southridge High also operates a great program with a café staffed by exceptional students.

Mayor Flinn remarked that the Village's parks are not serving this segment of our population and he intends to budget for increased events for specially-abled youth in our village.

Councilwoman Siegel Lara expressed that the Village's recent picnic was outstanding. She thanked Mr. Silva, staff, and all of the people who participated. She remarked that the event superseded all expectations. Manager Silva thanked Councilwoman Siegel Lara for her assistance in the food line.

Attorney Lehtinen concurred, adding that his granddaughters enjoyed the event, as well.

- E. Strategic Plan Meetings – attendance by Council (Councilwoman Siegel Lara)

Councilwoman Siegel Lara opined that Council attendance may disturb the feedback process by creating bias with their presence. She stated that Council members are perceived to be in a position of authority and it is best that if a council person attends, they remain silent and observe.

Councilwoman Cunningham concurred, stating that the Council should treat it as do any other town hall; come, sit, and observe.

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 LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$20,448; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and,

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending February, 2016, in the amount of \$20,448; 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. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of \$20,448, copies of which are attached, are approved for payment.

Section 3. Effective Date. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of April, 2016.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

February 2016
Village of Palmetto Bay

Statement Period: **February 2016**

Client: **Village of Palmetto Bay, Florida**

<u>Date</u>	<u>Individual</u>	<u>Subject</u>	<u>Time</u>
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General Government

2/1	DL	Conferences with Council Member; thereafter with Planning Director; thereafter with Council Member and Manager; confer w/ CR re: sunshine public records; preparation for Council meeting; attend meeting of Village Council	7.8
2/1	CR	Confer with DL regarding public records issues; research Attorney General opinion and corresponding case law; telephone, conference and e-mails with DL regarding same	2.5
2/2	DL	Post-Council meeting follow-up with staff; research pending issues with County; meeting with Clerk and Planning Director; e-mail to/from CR re: county jurisdiction	4.3
2/2	BF	Further revised draft Vacation Rental Ordinance; correspondence to Planning Director re: same	1.3
2/2	CR	Review Miami-Dade County ethics code; research case law regarding jurisdiction; e-mail to/from DL re: same	2.6
2/3	DL	Prepare for Charter Revision Commission meeting; conference with County staff on pending issues; attend meeting of Charter Revision Commission	6.7
2/3	BF	Review modifications to Vacation Rental Ordinance; correspondence re: same; follow-up w/ Pittser re: unsolicited proposals; review public records rules for same; research state statute re: unsolicited proposals; review sequence/requirements of same	2.1

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

February 2016/Village of Palmetto Bay

General Government (continued)

2/3	CR	Confer with DL re: public records issues; attend county meeting w/ DL re: public records issue	1.8
2/4	BF	Follow-up re: vacation rental ordinance issues; follow-up on procurement matters; further review unsolicited proposals, cone of silence, public records requirements	1.1
2/5	BF	Receive and review revised short-term rental ordinance; propose further amendments to same; follow-up Pittser re: unsolicited proposals	0.5
2/8	DL	Confer with staff regarding pending issues (Planning, procurement, contracts)	1.6
2/8	BF	Follow-up re: unsolicited proposal matters	0.2
2/9	DL	Coordinate with Manager and staff regarding zoning (village mixed use/VMU) and procurement	2.9
2/9	BF	Receive add. information re: unsolicited proposals; follow-up w/ Pittser re: unsolicited proposals and cooperative purchasing	0.3
2/10	DL	Attend County meeting on pending matter; confer with staff re: VMU	3.2
2/10	CR	Review e-mail from Dependable Title concerning property at 15845 SW 82 Court; e-mail Finance Director; e-mail closing agent re: payoff of second lien	0.6
2/12	DL	Discuss Coral Gables mosquito ordinance with Palmetto Bay officials and CR; confer w/ CR re: municipal liens; research municipal powers	3.3
2/12	CR	Review mosquito action of City of Coral Gables; research law of extraterritorial application of police power by municipality; e-mail DL concerning same; various e-mails from Finance Dept re: municipal liens; confer w/ DL re: same	4.5

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

February 2016/Village of Palmetto Bay

General Government (continued)

2/15	DL	Research municipal extraterritorial powers under Fla Constitution Article VIII and statutes	2.0
2/15	CR	Research conflict resolution requirements in Fla statutes (government v. government suits); e-mail DL; research extraterritorial application of municipal zoning; ; draft notice of initiation of dispute resolution process; draft resolution authorizing initiation of dispute resolution process; e-mail to DL re: same	6.5
2/16	DL	Meet with staff re: zoning, contracts, Council agenda items; draft memorandum, "Extraterritorial Aspects of C.G. Mosquito Ordinance"; attend Special Council meeting	8.8
2/16	CR	Research background information on Coral Gables Code; Attend Village Council meeting re: mosquito issue	2.2
2/17	DL	Attend agenda review meeting; post-meeting with staff; review memo from Coral Gables City Attorney re: mosquito ordinance	3.4
2/18	DL	Confer with Manager and staff on pending issues, including preparation for upcoming meeting with Coral Gables Manager and City Attorney; further research	4.3
2/18	CR	Call from DL concerning legal issues relating to Coral Gables mosquito control ordinance; research extraterritoriality; e-mail to DL w/ case law	1.8
2/19	DL	Meeting with Village Manager, Coral Gables Manager and C.G. City Attorney at C.G. City Hall re: mosquito ordinance; follow-up with City Attorney; follow-up research	3.8
2/22	DL	Tour of FPL Cutler Power Plant with Coral Gables Commissioners, Manager and Attorney and with Palmetto Bay Council Members and Manager; prepare for upcoming Coral Gables Commission meeting	3.5

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

February 2016/Village of Palmetto Bay

General Government (continued)

2/23	BF	Procurement: receive and review correspondence from PB re: rope design playground sole source matter; review issues	0.3
2/23	DL	Appear before Coral Gables Commission meeting with Village Manager on behalf of Palmetto Bay re: request to abate or repeal extraterritorial aspects of C.G. mosquito ordinance; follow-up with City Attorney	2.9
2/25	BF	Review sole source procurement re: playground contract; correspondence with Pittser	
2/25	DL	Discussion with Coral Gables City Attorney re: possible approaches to resolve mosquito ordinance dispute; review drafts possibilities	1.8

Zoning/Land Use

2/9	JC	Review Village comments to covenant and prepare changes to same; transmit to attorney for Van Orsdel for comment and execution	1.2
2/10	BF	Review draft vacation rental ordinance staff report; revise0 same; correspondence and follow-up w/ Planning Director re: revisions	1.0
2/10	JC	Attend to questions and comments from J. Admire Re: covenant to convey (Van Orsdel); review issues on release of covenant and follow-up	0.8
2/11	DL	Meeting at Village Hall with Manager and Planning Director; conference call with Manager, Director, attorney regarding transfer of development rights (TDRs) and VMU	2.8
2/12	JC	Additional follow-up w/ attorney for Van Orsdel in connection with covenant and execution and zoning issues; prepare red-line and transmit same	1.3

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

February 2016/Village of Palmetto Bay

Human Resources (Personnel)

2/1-2/29 none

Litigation

2/1	CR	Draft interrogatory responses from Montessori School; serve with court and opposing counsel	1.0
2/11	CR	Review and respond to e-mails from PB concerning the legal status of municipal liens in foreclosure and bankruptcy	1.0
2/12	CR	Various e-mails from Finance Dept re: municipal liens (foreclosure); confer with DL re: same; e-mail from/to Idalmy Vidaurre concerning Tapia foreclosure and three false alarm fines	0.9
2/22	CR	Draft complaint for declaratory and injunctive relief (mosquito issue); research various issues; e-mail to DL; draft motion for temporary injunction	7.6

Total Fees

Monthly total hours..... 106.2
Total fees due (@ \$190/hour.....\$ 20,178

Reimbursable Expenses

WestLaw computer research charge.....\$ 254
Parking for Village business.....\$ 16
Total Reimbursable Expenses.....\$ 270

Total amount due (fees and expenses).....\$ 20,448

DL = Dexter Lehtinen CR = Claudio Riedi JC = John Catalano
BF = Bob de la Fuente TS = Tom Schultz



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: Special Master Services
Continuing Service Contract
(RFQ No 2013-PZ-001)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF MR. RICHARD L. DOODY, ESQ. FOR A 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 \$15,000; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

On June 3rd, 2013, the Village Council adopted Resolution No. 2013-54 (Exhibit A), approving a contract with Mr. Richard L. Doody, Esq., pursuant to RFQ 2013-PZ-001 in an effort to provide Special Master Services for a period of two (2) years, with two (2) additional one (1) year options to extend the term of services (Exhibit B). Mr. Doody is now eligible for consideration of the second, one (1) year extension (Exhibit C). The current contract ends on June 10, 2016. If approved, the second contract extension will end on June 10, 2017. Mr. Doody has presided competently and consistently at the Village's Special Master Hearings. Approval of a one (1) year extended contract would be appropriate in light of his service.

FISCAL/BUDGETARY IMPACT:

Funding for this has been budgeted and appropriated, as follows:

- Special Master Hearing Fund: Building and Capital Projects Fund;
- Special Master Hearing – Alarm Registrations Revenue.

RECOMMENDATION:

Approval is recommended in accordance with the Village's procurement policies.

Attachments:

- (Exhibit A) – Resolution No. 2013-54
- (Exhibit B) – Original Contract
- (Exhibit C) – Renewal of last second, one (1) year extension


Darby Delsalle, AICP
Planning and Zoning Director

RESOLUTION NO. 2013-54

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFQ-2013-PZ-01; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND RICHARD L. DOODY, ESQ., PA, FOR SPECIAL MASTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida Constitution, and applicable sections of Chapters 162 and 166 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating Article VII, Sections 2-204 through 2-300 entitled, "Code Compliance Procedures"; and,

WHEREAS, the Village requires the assistance of a qualified vendor to implement the "Code Compliance Special Master Services" program to ensure proper municipal adjudication of Village code compliance cases; and,

WHEREAS, according to the rules and procedures set forth in Section 2-204 of the Village's Code, the Mayor and Council have the power to appoint a Special Master provided that certain qualifications are met; and,

WHEREAS, previously the Village issued a Request for Qualifications for Special Master services, and issued a contract award in July of 2009 via Resolution 09-57; and,

WHEREAS, the Special Master Contract is scheduled to expire in July of 2013; and,

WHEREAS, in an effort to once again obtain qualified special master services, the Village issued RFQ-2013-PZ-01, in accordance with established guidelines; and,

WHEREAS, the Village desires to select the most responsive and cost-effective qualified proposer to provide services as delineated in the request for qualifications; and,

WHEREAS, Richard L. Doody, Esq., PA, was determined to be the most responsive and cost-effective proposed vendor; and,

WHEREAS, on May 6, 2013, the Mayor and Village Council approved the selection of Richard L. Doody, Esq., PA, as the most responsive proposer and authorized the Village Manager to begin negotiations with Mr. Doody so as to present a finalized contract to the Village Council at an upcoming meeting; and,

WHEREAS, the Village Manager and Richard L. Doody, Esq., PA, have completed those negotiations and the contract is now being brought back to the Mayor and Village Council for approval; and,

WHEREAS, the Mayor and Village Council desire to approve the contract between the Village and Richard L. Doody, Esq., PA.

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

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Richard L. Doody, Esq., PA, to provide special master services pursuant to RFQ No. 2013-PZ-01. A copy of the contract is attached hereto as Exhibit A.

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

PASSED AND ADOPTED this 3rd day of June, 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

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

This contract is made and entered into this 11th day of June, 2013, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at the Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Contractor).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Contractor is the sole bidder and qualified candidate to provide services; and,

WHEREAS, Mr. Doody was selected by the Village Council to be the Special Master for the Village; and,

WHEREAS, the Village desires to engage and retain the services of the Contractor to perform Special Master Services as described in this contract and the Contractor 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 Contractor may be reappointed for two (2) 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.

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 Contractor \$100.00 per hour as provided in the RFQ, which is attached as Exhibit 1. The parties agree that the Contractor shall be entitled to a minimum of three billable hours in any month in which the Contractor is required to attend at least one hearing, meeting, or proceeding as part of Contractor'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

RW
Village

RD
Contractor

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

5.2 The Contractor 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 Contractor 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 Contractor 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 Contractor'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 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 Contractor 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 Contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond the Contractor's control.

7.4 The Village shall have no liability to the Contractor 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 Contractor provide the Village with written notice of cancellation of contract, the Contractor 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 Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Contractor 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 Contractor to the time of termination by the Contractor. The Village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE



Village


Contractor

9.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Contractor. The Contractor 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 Contractor 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 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

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

13. INDEPENDENT CONTRACTOR

13.1 The Contractor 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.


Village

Contractor

14. INDEMNIFICATION

14.1 The Contractor 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 Contractor 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.

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

To the Contractor: 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 Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



Village


Contractor

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 Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor 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 Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor'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.

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

24.2 The Contractor 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 Contractor.

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].



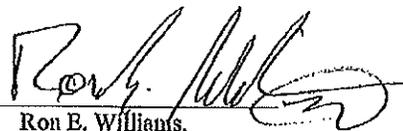
Village


Contractor

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

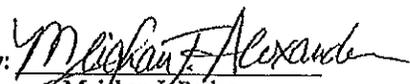
Contractor

By: 
Ron E. Williams,
Village Manager

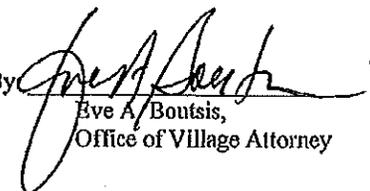
By:  ESQ P.A.
Richard L. Doody, Esq.

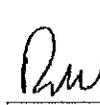
ATTEST:

VILLAGE CLERK

By: 
Meighan J. Rader,
Village Clerk

Approved as to form:

By: 
Eve A. Boutsis,
Office of Village Attorney


Village

Contractor

RICHARD L. DOODY, ESQ., P.A.

Mailing Address:
Richard L. Doody, Esq. P.A.
P.O. Box 11511
Fort Lauderdale, FL 33339 – 1511

Office Address:
2787 East Oakland Park Boulevard
East Landmark Building, Suite 314
Fort Lauderdale, FL 33306

Litsy C. Pittser
Procurement Specialist
Village Hall, Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

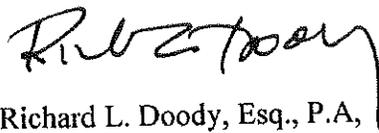
March 2, 2016

Re: Special Magistrate Contract with Richard L. Doody Esq. P.A.

Dear Litsy:

Enclosed please find an acceptance of the Village's offer to extend the existing contract for Special Magistrate services. Thanks for your help with this matter, if you have any questions please let me know.

Regards,


Richard L. Doody, Esq., P.A.



VILLAGE OF PALMETTO BAY

March 2nd, 2016

Richard L. Doody, ESQ., P.A.
PO BOX 11511
Ft. Lauderdale, FL 33339

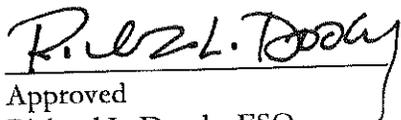
Re: Contract with Richard L. Doody, ESQ., P.A., for Special Master Services

Dear Mr. Doody,

On June 3rd, 2013, Village Council of Palmetto Bay adopted Resolution No. 2013-54, which approved your contract pursuant to RFQ 2013-PZ-001, relating to Special Master Services for the Village of Palmetto Bay. Section 3.1, Commencement Day and Term, of the contract provides for an initial two (2) year term with two (2) additional one (1) year extensions. Your first extension is to expire on June 11, 2016 and the Village is now extending to you the offer to exercise the last one (1) year extension option. If you accept the contract extension, the final year of the contract shall begin June 11, 2016, and end on June 10, 2017. Should you accept, the extension request shall be heard by the Mayor and Village Council for their consideration.

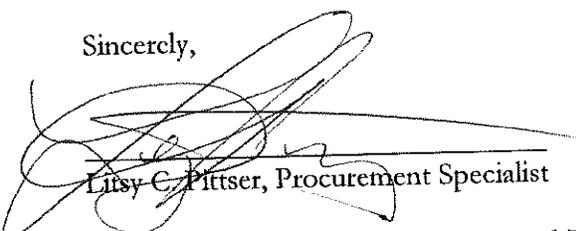
Please indicate your company's concurrence of this contract continuance option below and return to our office with a copy of your company's most recent certificate of insurance. Should you need further information, please feel free to contact 305-259-1234.

Richard L. Doody, ESQ., P.A.


Approved
Richard L. Doody, ESQ.
Owner

Disapproved
Richard L. Doody, ESQ.
Owner

Sincerely,


Litsy C. Pittser, Procurement Specialist

Cc: Darby P. Delsalle, Planning and Zoning Director

PROPOSED
RESOLUTION

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Section 2. In accordance with the rules and procedures of Ordinance No. 03-08 and Resolution No. 2013-54, Richard L. Doody, Esq., is hereby reappointed to serve as Special Master for the Village of Palmetto Bay, for a one (1) year period.

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

PASSED and ADOPTED this _____ day of April, 2016

Attest: _____
Meighan Alexander Eugene Flinn
Village Clerk Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:
Council Member Karyn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: Storm Drain Cleaning Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA SELECTING ENVIROWASTE SERVICES GROUP TO PROVIDE VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF DORAL, FLORIDA RFP #2013-32 CATCH BASIN MAINTENANCE PROGRAM; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$22,000.00 TO ENVIROWASTE SERVICES GROUP, INC. FOR DRAIN CLEANING SERVICES DURING FISCAL YEAR 2015-16; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program. Today, the Village of Palmetto Bay is required under the MS4 permit to provide and document preventative maintenance efforts used annually to control contamination of stormwater runoff and prohibit illicit discharges into bodies of water. Stormwater management continues to be a joint effort between the Department of Regulatory and Economic Resources, South Florida Water Management District, and the Village of Palmetto Bay in an effort to protect public safety and minimize losses due to potential flooding from storm events. Within the boundaries of the Village there exist areas that are subject to periodic flooding, which can result in damage to property and other health and safety hazards.

The Public Services Department has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding. Some structures may have leaves, silt, and debris staged at the bottom of the inlet. Debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, reducing the efficiency of the drainage system. Through resident input and annual visual inspections, drain structures are identified and cleaned. As part of the ongoing program to clean catch basins, Public Services staff inspects all of the work performed by vendor for accuracy.

The Village of Palmetto Bay requires a contractor to perform catch basin maintenance to include removal of debris at the bottom of an inlet, pipes and exfiltration trenches causing an increase in the efficiency of the drainage system. The Public Services Department contacted EnviroWaste Services Group and requested authorization to piggyback onto an existing Storm Drainage Cleaning Services Contract with the City of Doral. In accordance with Section 2-175(i)(3) of the Village's Charter, the Village intends to utilize the prices submitted through the competitive bidding process as performed by the City of Doral (RFP #2013-32), titled "Catch Basin Maintenance Program" (attached as Exhibit A). EnviroWaste Services Group has agreed to provide the Village with the necessary services and resources for ongoing drain cleaning services for fiscal year 2015-16 in accordance with the terms and conditions delineated in RFP #2013-32.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Fund-Stormwater Utility Fund" Drain Maintenance in an amount not to exceed \$22,000 for fiscal year 2015-16.

RECOMMENDATION:

It is recommended that the Village Council select EnviroWaste Services Group as the most responsive and responsible bid which was selected through a competitive bidding process as performed by the City of Doral. It is also recommended that the Village Council waive the competitive bidding in accordance with the Village Charter based upon RFP #2013-32 – City of Doral Catch Basin Maintenance Program and allow the Village Manager to enter into negotiations with EnviroWaste Services Group in an amount not to exceed \$22,000, with the same terms and conditions as defined in the City of Doral bid (attached as Exhibit B).

Attachments:

(Exhibit A) City of Doral – RFP #2013-32 Catch Basin Maintenance Program

(Exhibit B) Agreement between City of Doral and EnviroWaste Services Group for Catch Basin Maintenance Program

RESOLUTION No. 15-239

Exhibit A

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 1ST ONE YEAR EXTENSION OF RFP #2013-32 "CATCH BASIN MAINTENANCE PROGRAM", AWARDED TO ENVIROWASTE SERVICES GROUP AS PER RESOLUTION NO. 14-36, AND APPROVING THE EXPENDITURE OF \$375,000.00 IN CATCH BASIN MAINTENANCE SERVICES FOR THE 1ST ONE YEAR EXTENSION OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 19, 2014 the City Council adopted Resolution No. 14-36 which awarded EnviroWaste Services Group (EnviroWaste) a contract for Catch Basin Maintenance for a two year period with an option to renew for an additional two one-year periods in a not to exceed amount of \$696,100.00 for the initial two year period; and

WHEREAS, EnviroWaste has provided a professional service that has benefited Doral constituents over the last two years, and has gone over and above that of which is expected; and

WHEREAS, the Public Works Department (PWD) requests the City Council to authorize the City Manager to execute the 1st one year extension of the Contract on or before March 24, 2016; and

WHEREAS, the contract extension shall be under the same terms and conditions as the original Contract; and

WHEREAS, the City Council authorizes the expenditure of \$375,000 budgeted on Fiscal Year 2015-16 for these service which will allow for service of new drainage installed in recent years, and service more surface area on a yearly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The first one-year extension of the Contract in an amount not to exceed \$375,000.00 a copy of which is attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract Extension and expend budgeted funds on behalf of the City.

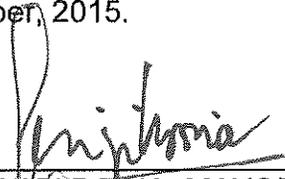
Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 2 day of December, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

Edward Rojas

City Manager

March 1, 2016

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Re: RFP #2013-32, Catch Basin Maintenance Program – 1st One Year Contract Extension

Dear Mr. Barba,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year period of the contract is set to expire on March 24, 2016.

The City of Doral invites your firm to join us for an additional one year period of services to be provided. This Contract extension shall be under the same terms, conditions and prices as the original and will expire on March 24, 2017.

The City wishes to thank you and your team for the services you have provided over the last two years. It is fully realized that on occasions you have gone over and above that of which is expected of you in your efforts to provide the best possible service to the City of Doral.

If you have any questions please do not hesitate to contact me.

Sincerely,

Edward Rojas
City Manager

Accepted: EnviroWaste Services Group, Inc. Date:

Eduardo Barba



City of Doral
Request for Proposal
Catch Basin Maintenance Program
RFP #2013-32

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed proposal for consideration to provide the services detailed in the scope of services listed below shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until 11:00 am on January 15, 2014. The submittals shall be clearly marked "Catch Basin Maintenance Program, RFP #2013-32".

All submittals shall be publicly opened and recorded on January 15, 2014 at 11:00 am. Late submittals shall not be accepted or considered. A mandatory pre-bid meeting shall be held on Friday, December 20, 2013 at 11:00 a.m. at Doral Government Center, Third Floor Training Room.

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the proposal.** No proposal will be accepted without this requirement.

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a licensed contractor for the purpose of providing storm drainage system cleaning services. Contractor shall furnish all labor, materials, and equipment necessary for the cleaning of City owned/operated storm drainage system throughout the municipal boundaries as more particularly described herein. Services shall be provided on a Per Unit Price basis as indicated in the Proposal form. Through a Request for Proposal process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those contractors that submit an

RFP packet which includes all the information required to be included as described herein.

The City intends to award a contract for Catch Basin Maintenance to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year terms with an option to renew for two additional one (1) year periods for a possible total of four (4) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at procurement@cityofdoral.com. Inquiries must reference **Catch Basin Maintenance Program, RFP #2013-32** in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website, www.cityofdoral.com, under Procurement Division. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

SCHEDULE OF EVENTS

Mandatory Pre-Bid/Proposal Meeting: 11:00 a.m. EST, Friday,
December 20, 2013

Deadline for Written Questions: 5:00 p.m. EST, Wednesday,
January 8, 2014

Deadline for Submittal and Proposal Opening: 11:00 a.m. EST, Wednesday,
January 15, 2014
City of Doral, Government Center
8401 NW 53rd Terrace
Doral, FL 33166
For directions call (305) 593-6725

Barbara Herrera, CMC

City Clerk



**CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
OFFICE OF THE CITY CLERK**

Transmittal From: Public Works Dept.
Department

Delivered by: Luisy Barrera
Name

Date of Transmittal: 3.18.14

City Clerk's Date Stamp
03/18/14 10:50 AM

The following record (master) copy is being transmitted to the Office of the City Clerk:

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Deed | <u>EnviroWaste Services Group, Inc. for</u> |
| <input type="checkbox"/> Bond Documentation | <u>Catch Basin Maintenance Program</u> |

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Professional Services Agreement w/EnviroWaste for Catch Basin Maintenance Program

Three (3) Sets: Please return two (2) sets to PWD. Thank you.

Approved by Council: Yes No Council Meeting date: 2/19/14

Office of the City Clerk Administrative Use Only

Received by: CONNIE DIAZ

Reviewed for completion by: Barbara Heuer

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 3/20/13 (Date) Hard copy archive: 3/20/14 (Date)

Tracking Log: 3/20/14 (Date) Website: 3/20/14 (Date)

Copy provided in electronic format to originating Department on 3/20/14 (Date)

Originals returned on N/A (Date)



City of Doral, FL

8401 N.W. 53RD TERR.
DORAL, FL 33166

Master

File Number: 14-048

File ID: 14-048

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: Council Meeting

Cost: \$696,100.00

File Created: 01/29/2014

File Name: Award Recommendation RFP #2013-32, Catch Basin Maintenance Program - Enviro Waste Services Group, Inc.

Final Action:

Title: A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

Notes: We respectfully request authorization for the City Manager to accept and enter into an agreement with Enviro Waste Services Group, Inc. to provide Catch Basin Maintenance services to the City's Stormwater Drainage Infrastructure in an amount not to exceed \$696,100.00 for the initial two (2) year period.

Sponsors: Public Works

Enactment Date:

Attachments: Pre Bid Meeting List - RFP-2013-32, Inventory RFP 2013-32, RFP #2013-32 Catch Basin Maintenance Program, Memo, Res. Catch Basin Maintenance Program - Enviro Waste

Enactment Number:

Contact:

Hearing Date: 02/19/2014

Drafter: Jose Olivo

Effective Date:

Approval History

Version	Date	Approver	Action
1	02/13/2014	Al Childress	Approve
1	02/13/2014	Eliza Rassi	Approve
1	02/13/2014	John Herin	Approve
1	02/13/2014	Joe Carollo	Approve
1	02/13/2014	Barbara Herrera	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Meeting	02/19/2014					

Text of Legislative File 14-048

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

Award Recommendation RFP #2013-32, Catch Basin Maintenance Program - Enviro Waste Services Group, Inc.

Background:

RFP #2013-32 was issued on December 11, 2013 for the purpose of providing Catch Basin Maintenance to the City's Stormwater Drainage Infrastructure for two (2) years with the option to renew for an additional two one (1) year periods. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) Proposal was received and opened on January 15, 2014, with the firm meeting the required criteria.

Enviro Waste Services Group, Inc. was deemed the lowest most responsive and

responsible proposer. Attached please find Enviro Waste Services Group proposal, RFP #2013-32 Inventory, Contract Agreement, and the Pre-Proposal sign-in sheet.

Recommendation:

Therefore, we respectfully request authorization for the City Manager to accept and enter into an agreement with Enviro Waste Services Group, Inc. to provide Catch Basin Maintenance services to the City's Stormwater Drainage Infrastructure in an amount not to exceed \$696,100.00 for the initial two (2) year period.

Funding for this request is available from the Public Works Stormwater Account #401.80005.500340 (\$375,000).

RESOLUTION NO. 14-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

WHEREAS, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

WHEREAS, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

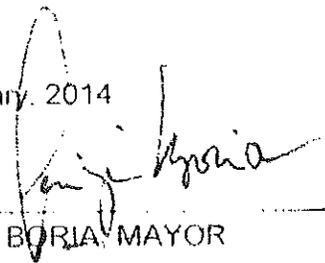
Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

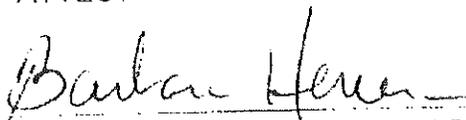
The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows.

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 19th day of February, 2014


LUIGI BORIA, MAYOR

ATTEST


BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF DORAL ONLY.

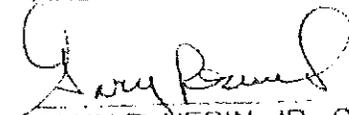
 
JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EnviroWaste Services Group, Inc.
FOR
Catch Basin Maintenance Program

THIS AGREEMENT, dated as of the 24 day of March 2014, is made between EnviroWaste Services Group, Inc., a Florida corporation, (hereinafter the "Vendor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.
 - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. Term/Commencement Date.
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through March 24, 2016, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional two (2) one (1) year periods by written notice to the Vendor.

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Vendor shall be compensated in the following manner:

___ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

v On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed \$696,100 in the first two year period of the Contract, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-contractors.

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. Vendor's Responsibilities.

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. Conflict of Interest.

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Vendor: Eduardo Barba, President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, Florida 33131

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its President, whose representative has been duly authorized to execute same.

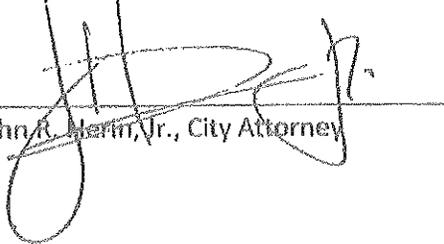
Attest:


Barbara Herrera, City Clerk

CITY OF DORAL

By: 
Joe Carollo, City Manager
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:


John R. Merrin, Jr., City Attorney

Vendor

By: 
Its: Elenora Baker, President
Date: 3/19/14



City of Doral

Request for Proposal

Catch Basin Maintenance

Program

RFP #2013-32

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EXHIBIT A: INSURANCE

EXHIBIT B: AGREEMENT

PDF ATTACHMENTS:

- **Doral Street Map (Road Allocation Map)**



City of Doral

Request for Proposal

Catch Basin Maintenance Program

RFP #2013-32

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed proposal for consideration to provide the services detailed in the scope of services listed below shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on January 15, 2014**. The submittals shall be clearly marked **"Catch Basin Maintenance Program, RFP #2013-32"**.

All submittals shall be publicly opened and recorded on January 15, 2014 at 11:00 am. Late submittals shall not be accepted or considered. A mandatory pre-bid meeting shall be held on Friday, December 20, 2013 at 11:00 a.m. at Doral Government Center, Third Floor Training Room.

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the proposal**. No proposal will be accepted without this requirement.

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a licensed contractor for the purpose of providing storm drainage system cleaning services. Contractor shall furnish all labor, materials, and equipment necessary for the cleaning of City owned/operated storm drainage system throughout the municipal boundaries as more particularly described herein. Services shall be provided on a Per Unit Price basis as indicated in the Proposal form. Through a Request for Proposal process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those contractors that submit an RFP packet which includes all the information required to be included as described herein.

The City intends to award a contract for Catch Basin Maintenance to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year terms with an option to renew for two additional one (1) year periods for a possible total of four (4) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at procurement@cityofdoral.com. Inquiries must reference ***Catch Basin Maintenance Program, RFP #2013-32*** in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum:

Solicitations may be found via the City of Doral website, www.cityofdoral.com, under Procurement Division. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

SCHEDULE OF EVENTS

Mandatory Pre-Bid/Proposal Meeting: 11:00 a.m. EST, Friday, December 20, 2013

Deadline for Written Questions: 5:00 p.m. EST, Wednesday, January 8, 2014

Deadline for Submittal and Proposal Opening: 11:00 a.m. EST, Wednesday, January 15, 2014
City of Doral, Government Center
8401 NW 53rd Terrace
Doral, FL 33166
For directions call (305) 593-6725

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1 - GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Bidder will have different obligations than "you" as a Successful Bidder will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful

Proposer/Respondent/Bidder

The Bidder whose response to this solicitation is deemed to be the most advantageous to the City. A Bidder/Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFP and a Notice of Commencement will be issued.

(iii) Bid/RFP

The written, sealed document submitted by the Bidder according to the ITB/RFP instructions. A response to this ITB/RFP shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this ITB/RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

(i) Written Addenda

If it becomes evident that this ITB/RFP must be amended, we will

issue a formal written addendum to all registered prospective Bidders via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Bidders for the preparation of Bid related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Bidder/Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Bidder may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the Bid documents. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid/rfp opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter

119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID/RFP

A Bidder may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening Bids/RFP. The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Bidder/Proposer. No oral bid modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Bidder and

the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

- (i) **Incurred Expenses**
The City is not responsible for any expenses which Proposer may incur preparing and submitting bids called for in this RFP.
- (ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Proposer in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).
- (iii) **Request for Modifications**
The City reserves the right to request that the Proposers/ Bidder(s) modify a proposal/bid to more fully meet the needs of the City.
- (iv) **Bid/RFP Acknowledgment**

By submitting a bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

- (v) **Acceptance/Rejection/Modification to Bids**
The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.
- (vi) **Bid/RFP Submittals Binding**
All bids submitted shall be binding for three hundred sixty-five (365) calendar days following opening.
- (vii) **Alternate Bids**
An alternate bid will not be considered or accepted by the City.
- (viii) **Economy of Preparation**
Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders ability to fulfill the requirements of the bid.
- (ix) **Proprietary Information**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Bidders are required to *identify specifically* any Information

contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Proposers in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Bidders/Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB/RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Bidder, Proposer or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or

Bidder/Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder, Proposer or Vendor recognizes that with respect to this transaction or bid, if any Bidder, Proposer or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder, Proposer or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder, Proposer or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder", "Proposer" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this

transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between

- a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
 - (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - (7) any emergency procurement of goods or services pursuant to City Code;
 - (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
 - (9) contract negotiations during any duly noticed public meeting;
 - (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist,

or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or Bid award to said bidder or proposer voidable by the City Council and/or City Manager.

1.12 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral 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 City of Doral 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.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Bidder, the City Manager shall give written notice to the Awarded Bidder stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any

time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded 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 City of Doral.

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

If the Awarded Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Awarded Bidder shall be liable for damages

including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Bidder was not in default or (2) the Awarded Bidder's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.19 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of

these goods and/ or services as may be available.

1.20 AUDIT RIGHTS AND RECORDS RETENTION

The Awarded Bidder/Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Bidder/Proposer shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

1.21 CAPITAL EXPENDITURES

Awarded Bidder/Proposer understands that any capital expenditures that the Awarded Bidder/Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Bidder/Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Bidder. If Awarded Bidder has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.22 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.23 ATTORNEY FEES

In connection with any litigation, mediation, or arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

1.24 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder will include, but not be limited to, the following terms and conditions:

- A. The Awarded Bidder/Proposer agrees to indemnify, defend, and hold harmless the City, its elected officials or officers, , and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the negligence, or performance of the Agreement whether by act or omission of the Awarded Bidder/Proposer, its agents, servants, employees or others, or because of or due to the mere

existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its employees.

- B. The Awarded Bidder/Proposer(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Bidder shall, at its own expense, indemnify, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof,

furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Bidder/Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Bidder/Proposer and the City, that the completion time as specified in Awarded Bidder's/Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

END OF SECTION

SECTION 2 - SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the cleaning of City owned / operated stormwater drainage infrastructure.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a five-year (5) period of time immediately preceding this Request for Proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.
2. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable Federal, State Statutes and local codes and ordinances.
3. Proposer shall have at least five (5) years of experience operating under its current business name.
4. Proposer must have at least three (3) previous Stormwater drainage system cleaning contracts in excess of \$200,000 within the past three (3) years. All of these jobs must have been performed for a governmental entity. Proposer can add additional drainage contracts for reference as necessary (limit contracts information to two 2 pages). Proposer must show proof of having met these minimum requirements and complete the "Bidder/Proposer Qualification Statement" in Section 5. **THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

5. Proposer must show proof of equipment capabilities by providing a list of all equipment to be utilized to complete this service (limit list of equipment to three 3 pages).
6. Proposer must have the ability to obtain a 100% performance and payment bond at time of contract, and must provide a Bid Bond in the amount of five (5) percent of the base bid amount.

2.3 LICENSING

Successful respondent must provide a copy of all licenses, registrations, permits, and other applicable legal or regulatory requirements required to do business in the State of Florida at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 PRE-BID/PROPOSAL CONFERENCE / SITE VIST

A mandatory Pre-Bid/Proposal conference will be conducted for this Request for Proposal at the Doral Government Center, third floor Training Room, on the date specified in the Schedule of events.

Bidders/Proposers are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders/Proposers are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid or Request for Proposal it will be construed that the Bidder/Proposer is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB/RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a two (2) year period from the contracts initial effective date. The City shall have the option to renew for an

additional **two (2) one (1) year periods**. The Awarded Bidders/Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.6 PRICING

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the duration of this contract.

2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the forms provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 BID BOND / PERFORMANCE BOND

The Bidder must have the ability to obtain a **100% performance and payment bond** at time of contract. The City must appear listed as obligee on this bond.

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A Bid Bond in the amount of **five (5) percent** of the base bid amount is required for this project.

2.9 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and proposed amounts submitted. The city will review all submittals for proposal compliance according to the requirements set forth in this RFP and evaluate the submittals in accordance with Section 2.10. In order to be deemed responsive the proposal must meet or exceed the minimum requirements established in Section 2.2, contain all required forms listed and provided in Sections 4 and 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer evaluated in accordance with Section 2.10 and selected as the best offer and most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

2.10 EVALUATION FOR PROPOSER SELECTION

Following the opening of the submittal packages, the proposals will be evaluated by City Staff and Procurement Department ranked in the order of the most responsive and responsible respondent. The criteria for ranking will be as follows:

- 1. Experience (25 points Maximum)**
Years of experience providing this service as documented on the Proposal Form (Section 4).
 - a. 5 -10 years 15 points
 - b. >10-15 years 20 points
 - c. >15 years 25 points

- 2. Performance & Qualifications (25 points Maximum)**

Extent to which Proposer meets required bid specifications. Number of jobs performed during the last three (3) years (3 minimum for government entities in excess of \$200,000).

- a. 3 15 points
- b. >3-5 projects 20 points
- c. >5 projects 25 points

3. Price/Cost Evaluation (40 points Maximum)

The lowest average Cost Proposal will receive 40 points. Every other Proposal previously found to be in the Competitive Range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (40 points) to arrive at a Cost Proposal score.

- *Example:* $\text{Lowest Proposed Price} / \text{Proposer's Proposed Price} \times 40 = \text{Proposal Score}$
- The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

4. Clients References (10 points Maximum)

Points may be awarded after verifying vendor's client References (Section 5).

- a. 1 satisfactory reference 1 point
- b. 2 satisfactory references 5 points
- c. 3 satisfactory references 10 points

2.11 INSURANCE REQUIREMENTS

Successful bidder/proposer shall maintain, at their sole expense, during the term of this agreement insurance coverage in accordance to **Exhibit A**

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The certificate must further list the City of Doral as an additional insured with respect to general liability, auto, and excess liability, and loss payee with respect to physical damage and crime coverage.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the bid/proposal to be considered non-responsive.

2.13 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for Proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.14 FORMS

2.14.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Proposer has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Proposer certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.14.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.4 Public Entity Crimes

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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of

the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being placed on the convicted vendors list.

2.14.5 Tie Proposal Form

Whenever two or more proposals are equal with respect to price, quality, and service are received by the City 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 proposal will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

2.15 PROTEST PROCEDURES

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

2.15.1 Address

All protests must be addressed as follows:

Barbara Herrera, City Clerk
Office of the City Clerk
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

Protests not properly addressed to the address shown above may not be considered by the City.

2.15.2 Protests on the Recommended Award

Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the

protest must be received by the City at the appropriate address in "Address," above, no later than fifteen (15) calendar days prior to the issuing of the Notice of Award at Council Meeting, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

END OF SECTION

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The work covered by the Specifications and Contract Documents consists of the routine mechanical cleaning of storm sewer drainage system with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of approximately 2,700 drainage structures (including catch basins, manholes, slab covered trench boxes, junction boxes, etc.), 274,000 linear feet of drainage pipe, and 84 outfalls. Cleaning of storm drainage structures will occur as directed by the Public Works Director or his designee on City owned/operated right-of-way.

The Public Works Director reserves the right to assign work on an as needed basis. Routine work shall consist of work scheduled monthly to maintain existing level of service from the storm sewer drainage system and to extend the useful life of the system.

The Contractor shall not begin work until authorized by the City in writing in the form of a Work Order. The Contractor shall commence each authorized City section within five working days of receipt of this notification.

The mechanical storm drainage cleaning operation shall be done in a manner not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.

The Contractor shall remove the drainage structure grate or cover and remove by mechanical means all materials that obstruct the structure opening, interior structure pipe openings or pipes such as grass, dirt and debris.

In case of an emergency the Contractor shall provide at least three (3) vac-trucks within a two (2) hour period from request or notification from the City. The cost for an emergency vac-truck shall be invoiced on a per-hour basis. The Contractor shall make additional vac-trucks available to the City if requested.

3.2 DEBRIS REMOVAL AND DISPOSAL

The Contractor shall clean the storm sewer system and remove materials such as but not limited to: rocks, gravel, asphalt, concrete, sand, leaves, tree branches, paper, glass, cans, plastics, tire pieces, wood pieces, and other materials on top of the grates, inside

the catch basins and pipes and in and around the outfalls.

The Contractor shall properly dispose any waste resulting from the operation in an approved facility. Materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all applicable Federal, State, County, and local laws, standards and regulations. The cost associated with the disposal of materials extracted for the storm sewer system shall be included on the unit prices submitted in the Proposal Form.

3.3 LOCATION OF WORK

The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean condition.

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. Existing roadway signs clearly indicate the name of each road. By submitting this proposal, the Proposer certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the Proposal. The City reserves the right to remove specific locations as deemed appropriate.

3.4 DRAINAGE STRUCTURE LOCATION LOG:

The Contractor shall fill the City's Drainage Structure Report Form to record the progress of the work. In this form the Contractor shall record the type of structure serviced, number of structure, orientation of pipes serviced, diameter, length and material of pipes, and date serviced. Additionally the Contractor shall also record the address/location of the structures and any observations such as the current condition of the structures and pipes and any repairs needed. The Contractor shall also keep a log of the amount of material removed/collected during the operation. The reports shall be submitted to the Public Works Department at time of invoice submittal along with the disposal receipts of the material collected.

3.5 EQUIPMENT

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified (approximately 140 structures per month). The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2 stage vacuum compressor along with high pressure water hose. All equipment shall be maintained in an efficient and safe operating condition while performing work under this 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 City may direct the contractor to

remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Doral. The contractor shall make all man-power necessary to operate said equipment. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

All Contractors' vehicles must be clearly marked as being a licensed contractor working for the City of Doral and employees wearing a uniform that identifies the company name at all times.

3.6 SAFETY AND PROTECTION

All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Public Works Department. While performing work, the Contractor will be required to provide the necessary Maintenance of Traffic (MOT) plan to warn motorists of work being performed. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Contractor's employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

3.6.1 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:

- All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, orange vest, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- Existing facilities, utilities, site amenities, structures, concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be replaced and/or repaired at no

additional cost to the City or the owner of the property.

3.6.2 In emergencies affecting the safety of persons or the work or property within the City or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the work or problems caused thereby.

3.6.3 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 City of Doral Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.

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

3.7 QUALITY ASSURANCE:

The City shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactorily by the City representative shall be serviced again to the satisfaction of the City within the time specified, at no additional cost to the City. The City representative shall sign the Contractor's daily report at the end of each workday in order for the work to be accepted.

3.8 BASIS OF PAYMENT

Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage

systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.

3.9 DEFECTIVE WORK

The City will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection.

3.10 WORK HOURS:

The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. Weekend work may be authorized in writing and in advance. The City reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion. All work performed shall comply with the City's Noise Ordinance, Ordinance No. 2006-23.

END OF SECTION 3

SECTION 4 – PROPOSAL SUBMITTAL FORM

RFP #2013-32

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies

(in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
 - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
5. Proposer understands and agrees that the Contract Price is a Unit Price Contract to furnish and deliver all of the Work complete in place. As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Service for the proposal price of:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA		
2	Cleaning of Manhole	525	EA		
3	Cleaning of Slab-Covered-Trench Box	71	EA		
4	Cleaning of Outfall Structure	84	EA		
5	Cleaning of Pipe	274,000	LF		
6	Emergency Vac-Truck (Includes operator)	160	HR		

PROPOSAL TOTAL _____

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Proposer: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this RFP which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions

STATEMENT

I understand that a "person" as defined in Para. 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 Proposals or applies to Propose on 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS _____ DAY _____, 20____.

Person Authorized to sign Bid/RFP:

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____ Email: _____

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- **Statement of No Response**
- **Solicitation Response Form**
- **Bidder Information Worksheet**
- **Bidder Qualification Statement**
- **Business Entity Affidavit**
- **Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)**
- **Non-Collusion Affidavit**
- **Public Entity Crimes (Sworn Statement)**
- **Drug Free Workplace Program**
- **Copeland Act Anti-Kickback Affidavit**
- **Equal Opportunity Certification**
- **Code of Silence Certification**
- **Tie Proposal Certification**
- **Bidders Certification**
- **Certificate of Authority**
- **Bid Bond**
- **Payment Bond**
- **Acknowledgement of Conformance with OSHA Standards**

STATEMENT OF NO RESPONSE

RFP #2013-32

**FOR PROPOSERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY
WRITE "N/A" ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to:
City of Doral – City Manager’s Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond
may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid/Proposal on the above because of the
following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand
or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Solicitation Response Form

**PROPOSER MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED
PACKET.**

Name: RFP #2013-32, Catch Basin Maintenance Program

Due Date: January 15, 2014 at 11:00 A.M.

**Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace,
Doral, FL 33166**

Submitted by:
(Name of company and address)

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

of originals: ___ # of copies: ___ # of CD copies: ___

PROPOSER INFORMATION WORKSHEET

RFP #2013-32

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ PHONE No.: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No.: _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: *(circle one)* CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: *(circle one)* PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(If different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE: _____ DATE: _____

2. **Project Name/Location** _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

3. **Project Name/Location** _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are as follows (Post Office addresses are not acceptable):

Signature of Affiant

Date

Printed Name of Affiant

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: _____

Notary Signature

(Printed, typed, or stamped commissioned name of Notary Public)

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFP #2013-32

**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 the City Of Doral, Florida

by: _____
(Print individual's name and title)

for: _____
(Print name of entity submitting sworn statement)

whose business address is: _____

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

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

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: _____

Notary Signature

(Printed, typed, or stamped commissioned name of Notary Public)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of The State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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
- Personally identification:

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP #2014-32

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

1. This sworn statement is submitted to _____
by _____ for _____ 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: _____.

2. 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 with 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 of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, 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 another 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.

5. I understand that a "person" as defined in Para. 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 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. 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 to 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 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.

By: _____

(Printed Name)

(Title)

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 _____

(Notary Signature)
(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP #2013-32

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals 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 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 conditions 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.

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 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

NAME OF COMPANY

VENDOR PRINT NAME

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP #2013-32

I, _____
(Individual's Name) (Title)

of _____ do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

Date

PROPOSER'S CERTIFICATION

RFP #2013-32

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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 of 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.

Name of Business

By:

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

Signature

Name and Title, Typed or Printed

Notary Public

Mailing Address

STATE OF _____

City, State and Zip Code

Telephone Number

My Commission Expires

ACKNOWLEDGEMENT OF ADDENDUMS: ISSUED ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH BID.

BID BOND

STATE OF)
) SS:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____, 2013 for: RFP #2013-32, Catch Basin Maintenance Program.

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 2013, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal)

_____ (SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

ATTEST:

Secretary
(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

In the presence of:

By: _____

(Printed Name)

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of _____

County of _____

On this the _____ day of _____, 2013, before me, the undersigned Notary
Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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

Personally identification:

(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, RFP #2013-32, awarded the _____ day of _____, 20____, with City for: **Catch Basin Maintenance Services**, in accordance with drawings (plans) and specifications _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Catch Basin Maintenance Services**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive PROPOSER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive PROPOSER, arrange for a Contract between such PROPOSER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

Secretary

(Name of Corporation)

(Signature)

(Type Name)

(Title)

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
*Agent and Attorney-In-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (_____) _____

*(Power of Attorney must be attached)

State of _____
County of _____

On this, the _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

- Personally known to me, or
- Produced identification

(Signature)

(Type of identification produced)

Notary Public, State of: _____

- Did take an oath, or
- Did not take an oath

Printed, typed or stamped name of Notary Public exactly as commissioned.

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Oblige, hereinafter called City, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, RFP #2013-32, awarded the _____ day of _____, 20____, with the City for Catch Basin Maintenance Services, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

(Secretary)

(Name of Corporation)

(Signature)

(Type Name)

(Title)

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Personally known to me, or

Produced identification

(Signature)

(Type of Identification produced)

Notary Public, State of: _____

Did take an oath, or

Did not take an oath

Printed, typed or stamped name of Notary Public exactly as commissioned.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We, _____ hereby acknowledge and
(Prime Contractor)

agree that we, as the Prime Contractor for City of Doral, Catch Basin Maintenance Program, RFP #2013-32, 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 City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Name)

(Subcontractor's Name)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT A

INSURANCE REQUIREMENTS – CATCH BASIN MAINTENANCE PROGRAM

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement
 - Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non Owned Autos
 - Any One Accident \$1,000,000

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation
Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence \$1,000,000

Policy Aggregate \$1,000,000

City of Doral listed as an additional insured

V. Contractor's Professional/Pollution Liability

A. Limits of Liability

Each Claim \$1,000,000

Policy Aggregate \$1,000,000

Retro Date Included

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND

FOR
Catch Basin Maintenance Program

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Vendor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.
 - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
 - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.
 - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through _____, 20__, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Vendor

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Vendor shall be compensated in the following manner:

___ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

___ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed \$_____, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq
City Attorney
Gray Robinson, P.A.
401 E. Las Olas Blvd., Suite 1850
Ft. Lauderdale, Florida 33301

For The Vendor: _____

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. Waiver

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

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

23. Prohibition of Contingency Fees.

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

Barbara Herrera, City Clerk

By: _____
Joe Carollo, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

John R. Herin, Jr., City Attorney

Vendor

By: _____

Its: _____

Date: _____

PROPOSED
RESOLUTION

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RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SELECTING ENVIROWASTE SERVICES GROUP TO PROVIDE VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF DORAL, FLORIDA RFP #2013-32 CATCH BASIN MAINTENANCE PROGRAM; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$22,000.00 TO ENVIROWASTE SERVICES GROUP FOR DRAIN CLEANING SERVICES DURING FISCAL YEAR 2015-16; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stormwater management continues to be a joint effort between the Department of Regulatory & Economic Resources, South Florida Water Management District and the Village of Palmetto Bay to protect public safety and minimize losses due to potential flooding from storm events; and

WHEREAS, the Village of Palmetto Bay seeks to provide its residential and business communities with efficient and effective maintenance of its catch basins through its ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding; and

WHEREAS, Village Council recognizes the environmental importance of the effective treatment of our stormwater runoff within the municipal boundaries of the Village of Palmetto Bay; and

WHEREAS, the Village of Palmetto Bay requires a contractor to perform catch basin maintenance to include removal of debris at the bottom of an inlet, pipes, and exfiltration trenches, thereby increasing the efficiency of the drainage system; and

WHEREAS, through resident input and annual visual inspections, drain structures are identified and cleaned; and

WHEREAS, the Public Services Department contacted EnviroWaste Services Group and requested authorization to piggyback onto an existing Storm Drainage Cleaning Services Contract with the City of Doral; and

WHEREAS, in accordance with Section 2-175(i)(3) of the Village's Charter, the Village intends to utilize the prices submitted through the competitive bidding process as performed by the City of Doral (RFP #2013-32), titled "Catch Basin Maintenance Program"; and

WHEREAS, EnviroWaste Services Group has agreed to provide the Village of Palmetto Bay with the necessary services and resources for ongoing drain cleaning services for

1 fiscal year 2015-16 in accordance with the terms and conditions in City of Doral (RFP #2013-
2 32); and
3

4 **WHEREAS**, the Village Manager has determined that there is sufficient appropriated
5 funds to pay for this agreement; and
6

7 **WHEREAS**, the Village finds that this Resolution will promote the health, safety and
8 welfare of the Village.
9

10 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF**
11 **PALMETTO BAY, FLORIDA, THAT:**
12

13 **Section 1.** The above recitals are true and correct and are incorporated herein by
14 this reference.
15

16 **Section 2.** Pursuant to the Village Charter, the Village Council authorizes the
17 Village Manager to enter into negotiations with EnviroWaste Services Group which submitted
18 the most responsive bid through a competitive bidding process as performed by the City of
19 Doral for Catch Basin Maintenance Program.
20

21 **Section 3.** The Village Council hereby waives competitive bidding in accordance
22 with the Village Charter based upon City of Doral – RFP #2013-32.
23

24 **Section 4.** The Village Manager is authorized to enter into contract negotiations
25 with EnviroWaste Services Group and issue a purchase order in an amount not to exceed
26 \$22,000.00 with the same terms and conditions as defined in the City of Doral bid, as attached.
27

28 **PASSED and ADOPTED** this _____ day of April, 2016.
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32 Attest: _____
33 Meighan J. Alexander
34 Village Clerk
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Eugene Flinn
Mayor
36

37 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
38 RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
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42 _____
43 Dexter W. Lehtinen
44 Village Attorney
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1 FINAL VOTE AT ADOPTION:
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3 Council Member Karyn Cunningham _____
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5 Council Member Tim Schaffer _____
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7 Council Member Larissa Siegel Lara _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Eugene Flinn _____
12



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: 2013 Recreational Trails Program-
Second Amendment to DEP
Agreement No. T1324

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Recreational Trails Program is a competitive grant program administered by the Florida Department of Environmental Protection (FDEP), which awards funding for trail projects that provide new trail facilities or maintain existing ones. Last year, the Village Council authorized staff to request grant funding assistance from the Recreational Trails Program to improve the Coral Reef Park trails. A grant for \$181,500 was awarded to the Village to repair and restore the damaged asphalt along the trail and renovate the restroom facilities inside the recreation room for the benefit of the trail users. The grant award defrayed 60% of the total project cost of \$302,500. The Village's financial commitment to the project is \$121,000 in matching funds, or the equivalent of 40% of the total project cost. Back in July, the scope was amended to replace the restroom renovation with new restroom construction, which was more desirable.

A second amendment is now being requested to expand the overall linear footage of the proposed trail improvements and change the surface of a portion of the trail from asphalt to a rubberized surface. Presently, the grant scope includes the restoration of +/-2,000 discontinuous linear feet of 6 to 8 foot wide asphalt trail. Under the proposed amendment, the total trail restoration area increases to 3,340 linear feet, consisting of 1,185 linear feet of asphalt trail and 2,155 linear feet of new rubberized surface, 8' trail. The new rubberized trail will encompass the east side of the park. Since the Village is not able to change the entire trail on the park's west side, the repaired trail surface will continue to be 6-8' asphalt to match what is currently there.

FISCAL/BUDGETARY IMPACT:

The approved funding levels of \$181,500 in grant funds and \$121,000 in Village matching funds remain as is. Therefore, there are no budgetary impacts relative to the proposed amendment.

RECOMMENDATION:

Approval is recommended.

PROPOSED
RESOLUTION

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, following Council approval, a grant application was submitted to the Florida Department of Environmental Protection (FDEP), through its Recreational Trails Program, to implement needed improvements to the Coral Reef Park Trail; and

WHEREAS, the grant was approved for \$181,500 with a grant match of \$121,000 for a grant scope of work that included the restoration of +/-2,000 discontinuous linear feet of 6 to 8-foot wide asphalt trail; and

WHEREAS, the Village has identified an area of approximately 1,185 linear feet where the existing asphalt is lifting and needs replacement and another area of 2,155 linear feet where it is possible to replace the asphalt surface with a rubberized surface; and

WHEREAS, FDEP is allowing the Village to amend the grant scope to expand the overall linear footage of trail repairs and enhancements from +/-2,000 linear feet to an overall total of 3,340 linear feet and to incorporate the rubberized surface for a portion of the trail, and has issued a Second Amendment to the DEP Agreement to allow for the change in the scope, with no change in funding requirements; and

WHEREAS, the Village desires to accept the Second Amendment to the DEP Agreement, and the revised scope of work.

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 hereby approves the Second Amendment to DEP Agreement No. T1324, attached hereto as Exhibit A.

Section 2. The Village Manager is authorized to sign the grant amendment and proceed with the revised scope of work.

Section 3. This Resolution shall become effective immediately.

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PASSED AND ADOPTED this _____ day of April, 2016.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Office of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel-Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____

T13024
(RTP Contract Number)

T1324
(DEP Contract Number)

**SECOND AMENDMENT TO
DEP AGREEMENT NO. T1324
VILLAGE OF PALMETTO BAY – CORAL REEF PARK TRAIL
Non-Motorized Diverse Use**

THIS SECOND AMENDMENT TO DEP AGREEMENT NO. T1324 (“Second Amendment”) affects the Coral Reef Park Trail Project and is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEPARTMENT”) and the VILLAGE OF PALMETTO BAY (the “GRANTEE”).

RECITALS:

WHEREAS, on or about November 26, 2014, the Department and Grantee entered into a Florida Recreational Trails Program Project Agreement No. T13024 (the “Agreement”) for the recreational trail project known as the Coral Reef Park Trail (“Project”).

WHEREAS, Agreement as amended, collectively includes Attachments A, B, C, and D, and is incorporated herein by reference.

WHEREAS, Agreement, Attachment A - Grant Work Plan lists required Task Description Project Elements and allocates the total project budget amongst all elements in the Grant Work Plan.

WHEREAS, Grantee listed the Project Elements in their Recreational Trail Program (“RTP”) grant application for which Grantee request funding for, and the Department scored Grantee’s application based on the inclusion of the list Project Elements during the scoring process.

WHEREAS, Department and Grantee have confirmed that such revisions are within the parameters of the RTP guidelines, Agreement and Attachment A, all as more particularly set forth in this second amendment.

WHEREAS, Agreement requires that revisions be reduced to writing in an Amendment to their Agreement.

WHEREAS, Department is willing to revise the Agreement, all as more particularly set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Recitals. The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. Amendments to the Agreement. The Agreement is hereby amended as follows:

Paragraph 4 is hereby modified as follows (deletions are shown as stricken and additions are underlined):

The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause and that the spirit and intent of the Project is maintained: Construction of a new Restroom; renovation of ~~+/-2,000~~ +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/-2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary, installation of tree dams and sod replacement along the discontinuous areas for improvements throughout the project boundary, an informational kiosk, and related support facilities.

3. Ratification. Except as modified by this Second Amendment and its Attachment ~~A2~~, the Agreement is hereby ratified and confirmed and remains in full force and effect. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed as of the day and year last written below.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

VILLAGE OF PALMETTO BAY

By: _____

Director (or Designee)

Office of Operations

By: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Address:
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

DEP Grant Manager

Approved as to form and legality:

 3/3/2016

DEP Attorney

GRANTEE'S ATTORNEY (if required)

*For amendments with governmental boards/commissions: If someone other than the Chairman signs this agreement, a resolution, statement, or other document authorizing that person to sign on behalf of the Grantee must accompany this amendment.

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS SECOND AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-2	Recreational Trails Program Project Grant Work Plan Palmetto Bay – Coral Reef Park Trail RTP Project # T13024 (3 pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Contract Provisions (3 Pages)
Attachment	D	Regulations (1 Page)

ATTACHMENT A-2
RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN
Village of Palmetto Bay – Coral Reef Park Trail Maintenance – Nonmotorized/Diverse Use
RTP Project #T13024

Project Tasks, Deliverables, Associated Costs & Completion Dates

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
<p>#1 Task Description: 100% construction of a restroom and renovation +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/- 2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary; installation of tree dams and sod along the discontinuous; installation of an informational kiosk and related support facilities.</p> <p>#1 Task Deliverables: 100% construction of a restroom and renovation of +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/-2,155 Linear Feet of 8-foot wide rubberized trail, installation of tree dams, sod repair along the discontinuous trail improvements areas, and installation of an</p>	\$181,500	\$121,000	\$302,500	11/26/2016	Bid

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
informational kiosk and related support facilities."					
TOTALS	\$181,500	\$121,000	\$302,500		

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

Financial Consequences: Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

Instructions and Explanation of Grant Work Plan

Task Description: Include description of task to be completed under this Agreement.

Task Deliverable: Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

Note: If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Pam Lister, or her designee.

Number of Deliverables: Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

RTP Funds and Grantee Match: Totals must equal amounts indicated in Project Agreement. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

Amount of Costs to be paid with RTP Funds: Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual**

Services: identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

Schedule of Values: A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A-2 and the Schedule of Values.

Reimbursements: No reimbursement will be made until deliverable item is completed, and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Robin Birdsong or her designee.

Change in Costs of Deliverables: Any revisions to Attachment A-2 must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

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ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfdn/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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ATTACHMENT C Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276e)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood

- hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
 16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
 17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
 19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 21. **Compliance with Limitation on Federal Participation (23 CFR 1.9)** pertaining to the use of Federal-aid funds
 22. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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**ATTACHMENT D
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
49 C.F.R. 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 C.F.R. 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance.
49 C.F.R. 17	Intergovernmental review of DOT programs and activities.
49 C.F.R. 19	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
49 C.F.R. 18	Uniform administrative requirements for grants and cooperative agreements to state and local governments
49 C.F.R. 20	New restrictions on lobbying
49 CFR 32	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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**VILLAGE OF PALMETTO BAY
COMMUNITY OUTREACH ADVISORY COMMITTEE
Minutes of the Meeting of February 5, 2016
Village Hall Chambers - 9705 East Hibiscus Street
Palmetto Bay, FL 33157**

The meeting began at 5:16 pm.

All committee members present with exception of the new member, Ines Mander. Olga Cadaval, Director Human Resources and Communications was present. Manager Ed Silva arrived later.

Minutes approval – strike the soap box portion #4 Bullet #4 – move to approve as amended
Confirmed that we only include actual information or actionable items. Not necessarily all items discussed. Approved as noted with the above change.

General Comments: The Liaison for the committee is not considered part of the committee per recently passed resolution. They are outside of our cone of silence. Also stated new PIO – Jackie Calzadilla. Took Bill's place.

Resident Section: The quarterly publication deadline is Monday. They have format & content complete. Not laid out, but close. Very close to what we discussed. Pages laid out as originally intended. A small portion was added with a PSA from the police department on locking cars. Talked about how we all feel about the layout. It should come out right before the picnic – giving us a good opportunity to poll/survey about it at the picnic.

Current Website discussion: Talked about the press release for transit. We like the village at work. Talked about the buss rapid transit vs light rail. The new website is in the early development phase.

Resident Survey:

Questions:

Are you a resident of Palmetto Bay?

Do you feel informed in Palmetto Bay communications?

How do you receive communication now?

What information would you like to see regarding Palmetto Bay?

How would you like to receive that information?

How often would you like receive that information?

How can we improve the flow of information to residents?

Have you seen the new quarterly publication attached to the Palmetto Bay News?

Do you have any suggestions to improve this communication tool?

Are you subscribing to the community emails? (sign up?)

Karen – we may not be able to do the survey. There are other things in play. We want to focus on communication. The council needs to discuss this.

Should be able to get some promotional tickets from Heidi for My Big Fat Greek Wedding 2 or Zootopia as prizes for participants in the surveys. All members will see what we can come up with before the next meeting to give away as raffle prizes.

Olga will work on approval. Ed stated we should have devices. City staff can build survey in constant contact. The committee would conduct the survey. We may need more help. We will try to ask all people we meet with realizing it would probably only be one person per family.

Other committee meetings: Need to identify committees and divide them up. We should be involved in all. We will give a Community Outreach presentation at the next Education committee meeting – this may become April.

Next meeting – March 2nd 7P. Following Meeting April 5th 7P. May 3rd 7P.

Agenda for March Meeting:

- 1 – Call to Order
- 2 – Approval of minutes
- 3 – Public Comments
- 4 – Finalize the Survey & Plan
- 5 – Revisit Other Committee Meeting Sit-ins
- 6 – Next Steps/Agenda
- 7 – Schedule Future Meetings
- 8 – Adjournment

Meeting adjourned at 6:22P.

Village of Palmetto Bay
 Palmetto Bay Partnership Committee Minutes
 Wed, Feb 10, 2016 – 6:30 @ Village Hall Council Chambers
 9705 East Hibiscus Street, Palmetto Bay FL 33157

Peter England (Chairman) called the meeting to order at 6:30 p.m. Clerk Alexander advised that she was audio recording the meeting until Hal arrives.

1) Attendance:

Juan Alayo	Y	Suzanne Gottlieb-Calleja	Y	Ben Powell	Y
Peter England	Y	Eric Haas	Y	Courtney Reeder	Y
Eddie Escobar	Y	Susan Holtzman	Y	Dan Yglesias	Y
Hal Feldman	Y	Edward Joffe	Y		
Anthony Gorman	Y	Rick Lujan	Y		

Attorney Dexter Lehtinen	N	Clerk Meighan Alexander	Y
Manager Ed Silva	N	Planning & Zoning Darby Desalle	Y

2) Welcome to Members of other Village Advisory Committees

a) None present

3) Status of Council Liaison as Committee Member: Peter confirmed that the Village Council, working with the Village Attorney, passed a Resolution clarifying that the Council liaison is not a member of the Committee. This means that the members of the Committee can individually speak with the liaison.

** Hal arrived at this time of the meeting (5 minutes late)

4) Appointments to Palmetto Bay Partnership Sub-Committees:

- a) Business Retention Sub-Committees members shall be: Courtney, Dan and Eric
- b) Review of Village Charter/Ordinances Sub-Committees members shall be: Edward (as Chair), Suzanne and Susan
- c) Economic Development Sub-Committees members shall be: Rick, Peter, Susan, Eddie, and Ben
- d) Communications Sub-Committees members shall be: Hal (likely Chair), Juan and Anthony

5) Next Steps

- a) Edward stated the Charter Review sub-committee will likely be short-lived, as all recommendations needed to be into Council "soon." Edward stated that he will move to a different sub-committee once these duties are complete.
- b) Anthony asked about how charter review worked and Peter answered that changes are voted on by referendum during normal November voting. Meighan added any items for review must be submitted by a May deadline. The Council then forwards to Miami-Dade County for an August deadline, only after Village attorney review. Public voting must be on changes worded in 75 words or less.

6) Presentation by The Corradino Group on local transit recommendations

- a) Palmetto Bay Partnership wrapped their meeting early so that the presentation could stand alone.

** Suzanne arrived at this time of the meeting (30 minutes late)

7) Public Comments

- a) The Chairman (Peter England) opened and closed the public comments, as there were no members of the public in attendance.

8) Other Business

- a) None discussed

9) Next Meeting Date(s):

- a) After discussion, Hal suggested the sub-committees meet on the last Wednesday of each month at 6:30 p.m. with meetings at the Edward & Arlene Feller Community Room at Ludovici Park. Each sub-committee will meet in a corner, thus simplifying Sunshine Law compliance and providing easy public access. Meighan liked the idea.

Motioned: Hal

Seconded: Eddie

Approved:

Unanimous	X	In favor	X	Opposed	
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- b) Next sub-committee meeting is set for February 24, 2016 at 6:30 p.m.

- c) As per schedule, next full committee meeting is set for March 9, 2016 at 6:30 p.m.

10) Adjournment:

Motioned: Eric

Seconded: Anthony

Approved:

Unanimous	X	In favor	X	Opposed	
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Peter England (Chairman) called the meeting adjourned at 7:07 p.m.



Minutes signed by Secretary

**VILLAGE OF PALMETTO BAY
YOUTH COMMUNITY INVOLVEMENT BOARD MINUTES
Saturday, February 20, 2016 - 9:00 am**

**Old Cutler Presbyterian Church, 14377 Old Cutler Road, Palmetto Bay, FL
(building north of main campus on the northeast corner of SW 144 Street
& Old Cutler Road)**

1. Roll Call - Jackson Ribler, Agnes Bartha, Valentina Maldonado, Mark Merwitzer, Katie Signori, Charles Noguera, Jacob Dewitt, Tatum Rivera
2. Approval of Minutes :Approved
3. Public Comments: None
4. Tour of Building: Introduction of Daniel Levi, Youth Pastor. Pastor Levi gave the group a tour of the facilities.
5. Relay for Life updates – **Tatum**- Contact Toby Kieth **Valentina**- contact friend about designing main banner for booth, Contact Toby Kieth, kettle corn contact **Jackson**- Contact Toby Kieth **Katie**- contact Latoya about flyer, Contact Toby Kieth **Charles**- Contact Toby Kieth **Agnes**- kettle corn contact, contact Toby Kieth **Jacob D.** – T.K poster & cutout, contact Toby Kieth **Mark**- publix tea, cups, ice, contact Toby Kieth. Station America printing for banner, steer rope toss, big cowboy boot, provided by Ms. Ericka Watts
6. Bows & Bow Ties 5K event – February 28, 2016 8:00 am, Coral Reef Park
7. Update concerning scholarship possibilities- possibly internships
8. Photography contest – moving to a later date
9. Suggestions for next Agenda
 - a. Discussion concerning process for placing items on the Agenda/deadlines- must be summited 2 weeks prior to the next meeting
10. Schedule of future Committee Meetings- March 12, 9:00 am & March 30 (only Relay for Life)
11. Adjournment - 11:52 am

**Minutes of the Parks & Recreation Advisory Committee Meeting
November 19, 2015**

Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157

1. Call to Order. The following members of the Parks and Recreation Advisory Committee were present:
Dr. Edward Feller, Chair
Frank DeValdivielso, Secretary
Beth Adler
Margery Glickman
2. Approval of Minutes: The Committee approved the Minutes of October 28, 2015.
3. Public Comments. Mr. Ed Silva, Village Manager, presented Coral Reef Park proposal. A consensus of the Committee was reached not to build a 15,000 SF community center at Coral Reef Park.

Skeegie Science and Nature Academy: The representative presented an idea to create a Nature Center. The ideas included bringing the classroom outside and having interactive exhibits for the children. Dr. Feller requested the proponents put together a list of websites that describe the nature centers and how they operate. Dr. Feller requests members to research beyond the list of websites. Ms. Erica Watts, President of PTA at Coral Reef Elementary, Yoedi Burgos, President of Nature Postings.

4. Selection of member to serve on Veterans' Park Advisory Committee.

Mr. Schaffer described the scope of the park. Ms. Margery Glickman volunteered to be on the committee. Ms. Beth Adler volunteered to be alternate.

5. CPR courses for Residents (Dr. Feller) Proposes that this be handled under Parks and Recreation. Goes to council for approval.

6. Feral Cats (Ms. Glickman) Proposes traps are put out in our parks twice a year. Animals trapped are then vaccinated for rabies, neutered, spayed. TNR program at the parks.
Ms. Carmona will check with Animal Services and The Humane Society for services they can provide at a minimal cost to the Village.
7. Coral Reef Park – functional uses for racquetball/tennis courts (Ms. Adler). Proposes to keep the tennis wall and come up with multiple uses for the half that is not used.
8. Discussion concerning the aesthetics of Coral Reef versus Palmetto Bay Parks (Ms. Adler) Proposes to keep the tree canopy and maintain the natural look instead of cement and asphalt.
9. New Business for future Agenda.
 - a. Dr. Feller will discuss a year schedule
 - b. Meeting locations at the individual parks for the next four meetings.
 - c. State of the parks address
10. Schedule of future Committee Meetings
11. Adjournment

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING A POLICY CONCERNING ANTI-BULLYING IN VILLAGE PARKS AND FACILITIES; PROVIDING FOR SIGNAGE; PROVIDING FOR TRAINING; PROVIDING CONTACT INFORMATION FOR VICTIMS; AND PROVIDING AN EFFECTIVE DATE. [Sponsored by Vice Mayor John DuBois.]

WHEREAS, the Mayor and Village Council wishes to provide a policy to assist in preventing children from being bullied, including intentional tormenting through verbal harassment, physical assault, or other methods of coercion and manipulation, at our Village park and facilities; and,

WHEREAS, Florida Statute 1006.147, otherwise known as the “Jeffrey Johnston Stand Up for All Students Act”, mandated policies that must be in place in each public school throughout the State, which policies include various means and methods to prohibit bullying; and

WHEREAS, the Village Council believes it is appropriate to provide policy directives at all Village Parks and Village facilities in order to create much-needed anti-bullying efforts.

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

Section 1. All Village Parks employees shall be appropriately trained in order to be able to quickly identify bullying, stop the bullying, and report it to the authorities.

Section 2. All coaches and trainers who utilize Palmetto Bay Parks, facilities, and fields shall be trained in anti-bullying efforts and shall provide written confirmation that they have received training and will do all in their ability to prevent bullying.

Section 3. A statement prohibiting bullying and harassment shall be posted at each Village park and facility.

Section 4. The Village Manager is directed to seek the cooperation of the Miami-Dade School District and private school operators to coordinate a contest among children of our local schools in order for “Anti-Bullying” signage to be designed. The contest winner’s (s’) drawing(s) shall be manufactured into signage that shall be installed at the Parks and facilities, designated as “Bully-Free” Zones.

Section 5. The Village’s After-Hours Phone number shall be publicized and available to anyone who wishes to report bullying that occurred within a Village facility.



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: AIPP Advisory Board
Recommendation

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT PAYMENT OF THE AIPP FEE IN LIEU OF THE PREVIOUSLY APPROVED ART PIECE AS AUTHORIZED PURSUANT TO RESOLUTION NO. 2010-10, FOR THE PROPERTY LOCATED AT 17225 SOUTH DIXIE HIGHWAY; AUTHORIZING THE VILLAGE MANAGER TO RELEASE THE PROPERTY OWNER FROM THE UNDERLYING DECLARATION OF RESTRICTIONS AS APPLYING THERETO; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The property in question, is located at 17225 South Dixie Highway, and was developed in 2010 as a two (2) story mixed use development with office on the second floor and retail/restaurant on the first. On January 11, 2010, pursuant to Section 30-160, Art in Public Places (AIPP), the Village Council adopted Resolution No. 2010-10 (Exhibit A), approving the installation of an art piece for the property located at 17225 South Dixie Highway. The piece was a bronze sculpture of an individual fishing. The piece was to rest within a fountain located on the property's exterior plaza.

Once the new building and its facilities became operational, the property began to experience some theft and vandalism. Concerned that the sculpture may also be subject to theft or vandalism, the property owner decided to keep the sculpture as part of his private collection and instead opted to donate to the AIPP fund. At the time the original development was approved the payment in lieu requirements was 1.25%. That percentage was subsequently reduced to one percent in October of 2013. In light of the aforementioned, and with a building cost approximately \$1,500,000 to construct, the required contribution is \$15,000. The AIPP Board has met several times regarding this matter to discuss the options available to the property owner. At the AIPP Board's last

meeting of February 17, 2016, they confirmed their recommendation to accept the AIPP fee payment.

A Declaration of Restrictions was attached to the property to ensure the original art piece approval would be constructed at the property (copy of Declaration of Restrictions is attached as Exhibit B). However, a clause was provided which allowed for the release of that requirement by the appropriate Village officer. As such, the proposed Resolution authorizes the Village Manager to release the Declaration of Restrictions was the payment in lieu of is made.

FISCAL/BUDGETARY IMPACT:

The AIPP fund will grow by \$15,000. The AIPP Fund's current balance is approximately \$275,902.

RECOMMENDATION:

The Planning and Zoning Department recommends that the Mayor and Village Council approve the fee in lieu of the art sculpture as complying with the AIPP ordinance, with the following conditions:

1. That the AIPP fee be paid within 60 days of this order.
2. Failure to make payment will result in re-imposition of Resolution 2010-10.
3. No other development orders or permits shall be issued to the property until the conditions of this Resolution or Resolution No. 2010-10, whichever is applicable, are fulfilled.
4. That the Declaration of Restrictions shall not be removed until the AIPP payment is made in full.

Attachments:

- (Exhibit A) – Resolution No. 2010-10
- (Exhibit B) – Declaration of Restrictions



Darby P. Delsalle, AICP
Planning and Zoning Director

RESOLUTION NO. 2010-10

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3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART-
5 IN-PUBLIC-PLACES (AIPP) PROGRAM, ACCEPTING THE
6 RECOMMENDATION OF THE AIPP ADVISORY BOARD TO
7 APPROVE THE ART SCULPTURAL FOUNTAIN AS DESIGNED BY
8 OCTAVIO CUELLAR TO MEET THE AIPP ORDINANCE
9 REQUIREMENTS FOR THE PALMETTO BAY POINT BUILDING
10 LOCATED AT 17255 SOUTH DIXIE HWY; PROVIDING FOR
11 SEVERABILITY; AND, AN EFFECTIVE DATE.
12

13 WHEREAS, on October 1st, 2007 the Mayor and Village Council established the Art-in-
14 Public-Places (AIPP) Program via Resolution 07-05, designed to promote the general welfare by
15 encouraging pride in the community, increasing property values, enhancing the quality of life
16 through artistic opportunities, uniting the community through shared cultural experiences, and
17 creating a cultural legacy for future generations through the collection and exhibition of high-quality
18 art pieces that reflect diverse styles, chronicling history through the collection of artifacts,
19 documents and memorabilia that will acknowledge the past and create programs and activities that
20 will further these goals; and
21

22 WHEREAS, as part of the program, an advisory board was created to oversee the public
23 education, and curatorial aspects of the program; and
24

25 WHEREAS, the developer of the Palmetto Bay Point Building project located at 17225
26 South Dixie Highway has submitted a proposal for the sculptural fountain to the Art-in-Public-
27 Places Advisory Board to meet the requirements of the AIPP Program; and
28

29 WHEREAS, after several meetings and design modifications, the Advisory Board accepted
30 the design proposal entitled "Titina" as prepared by Octavio Cuellar, dated stamped received
31 October 13th, 2009, attached hereto as Exhibit 1, 2 & 3; and Pursuant to Section 30-160.2(a) of the
32 Village Code, entitled "art works" includes a fountain; and
33

34 WHEREAS, the AIPP Board has determined that the proposed sculptural fountain meets
35 the general criteria of the AIPP Program pursuant to Section 30-160.5 "Selections of Works of Art"
36 in that the proposed sculptural fountain is found to be appropriate to the site and the surrounding
37 neighborhood, and that it is not intrusive in nature. The Board finds the proposed location to be
38 highly visible and accessible to pedestrian and vehicular traffic and that it reflects the cultural ethnic
39 diversity of the Village and South Florida; and
40

41 WHEREAS, the Board has determined that the proposed fountain meets the general
42 criteria of the AIPP Program requirements that calls for an on-site art installation equal to 1.25% of
43 the "projects valuation" on the "total value of the improvements as indicated on the building permit
44 application"; and
45

1 **WHEREAS**, the proposed construction value of the Palmetto Bay Point Center is
2 estimated at \$1,500,000 with a minimum AIPP requirement of \$18,750; and
3

4 **WHEREAS**, the proposed and recommended art sculptural fountain construction cost is
5 estimated at \$25,000, a value exceeding the minimum requirement by \$6,250.
6
7

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

11 **Section 1.** The Mayor and Village Council hereby accepts the recommendation of the
12 Art-in-Public-Places Advisory Board to approve the design proposal for an art sculptural fountain
13 entitled "Titina" as designed by Octavio Cuellar, dated stamped received October 13th, 2009,
14 attached hereto as Exhibit 1, 2 & 3, for the installation at the Palmetto Bay Point Building
15 development located at 17255 South Dixie Hwy in accordance with the provisions of the AIPP
16 Ordinance with the following conditions:
17

- 18 1. That a plaque or equivalent form of permanent signage acknowledging the artist, other
19 design professionals involved in the project and the Village of Palmetto Bay must be sited in
20 a publicly accessible location near the art work. The physical dimensions of the plaque
21 should allow for the utmost legibility of the information contained on it, and should vary
22 appropriately with the scale of the artwork and the site. It should not intrude on the physical
23 artwork. The plaque should include:
24

25 Name of Artist(s)
26 Title of Art Work
27 Date of Art Work Completion
28 Art Consultant
29 Name of Developer
30 In Association with the Village of Palmetto Bay
31

32 Final plaque layout shall be is subject to the Department of Planning and Zoning approval.
33 The Artist shall enter into a written agreement as prepared by the Village Attorney pursuant
34 to the requirements under Section 30-160.6(d) of the Village Code.
35

- 36 2. That the proposed sculptural fountain is to comply with the requirements of all other
37 applicable departments/agencies as part of the Village of Palmetto Bay building permit
38 submittal process.
39
- 40 3. That the proposed sculptural fountain shall comply with the requirements of Section 30-
41 160.9 of the Village Code, entitled "Certificate of Occupancy," which provision provides
42 that final approval, such as a final inspection or a certificate of occupancy, for any
43 development project shall issue unless compliance with the Village's AIPP Program is
44 achieved. In this case, the art work must be installed in a manner satisfactory to the Village
45 Council in compliance with the Village's AIPP Ordinance.
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4. That the proposed sculptural fountain comply with Section 30-160.14 of the Village Code, entitled "Ownership and Maintenance of Artwork Placed on the Site of a Project." The obligation to provide all maintenance necessary to preserve and maintain the art work in good condition shall remain with the owner of that site and the owner's successors and assigns, unless an agreement with the Village is reached and recorded. The obligation to maintain the art work shall be enforced as provided in the Village AIPP Ordinance, and a covenant prepared by the Village Attorney, executed by the applicant, shall be recorded for a period of five years setting forth a description of the art work and acknowledging the obligation of the property owner to repair and maintain it. This document and the underlying covenant shall run with the land and provide notice to future property owners of the obligation to repair and maintain the art work and of certain limitations related to any federal, state or local laws governing the rights of the artists including but not limited to rights regarding the alteration, modification or relocation of subject art work. After the expiration of the covenant the property owner shall be required to maintain the artwork as approved pursuant to Section 30-160.14 of the Village Code.

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

PASSED and ADOPTED this 11th day of January, 2010.

Attest: *Meighan Rader*
Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

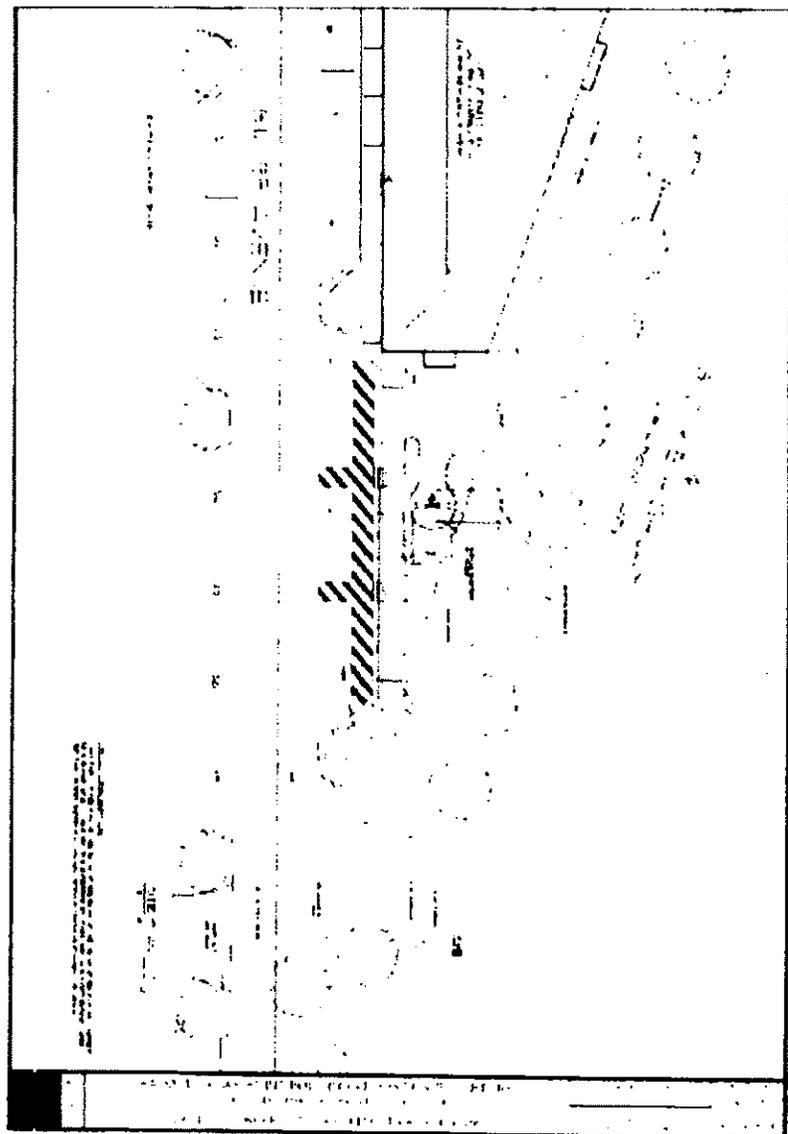
Fred A. Boutsis
Fred A. Boutsis, Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller YES
- Council Member Howard Tendrich YES
- Council Member Shelley Stanczyk YES
- Vice-Mayor Brian Pariser YES
- Mayor Eugene P. Flinn, Jr. YES

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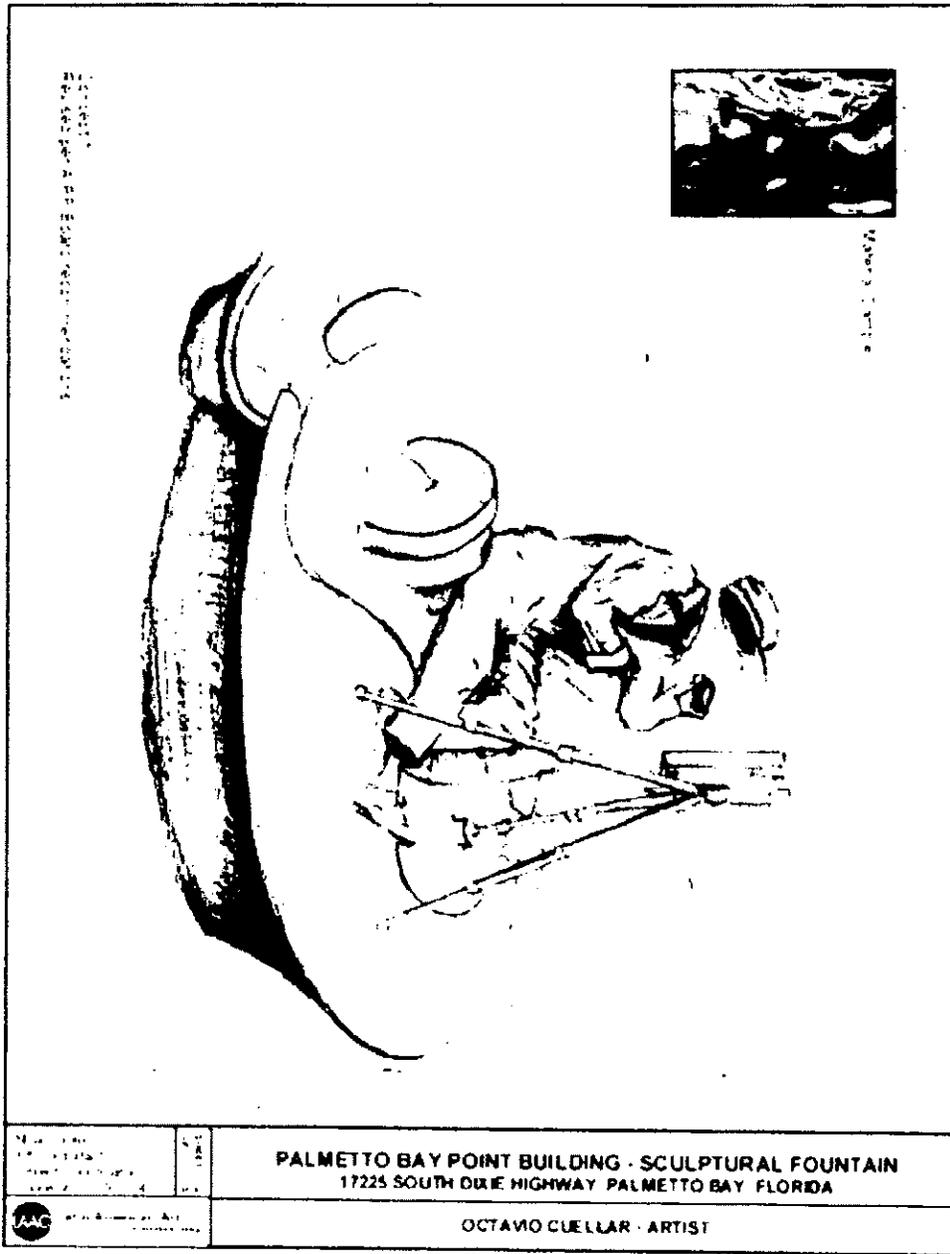
Exhibit 1



Site Plan

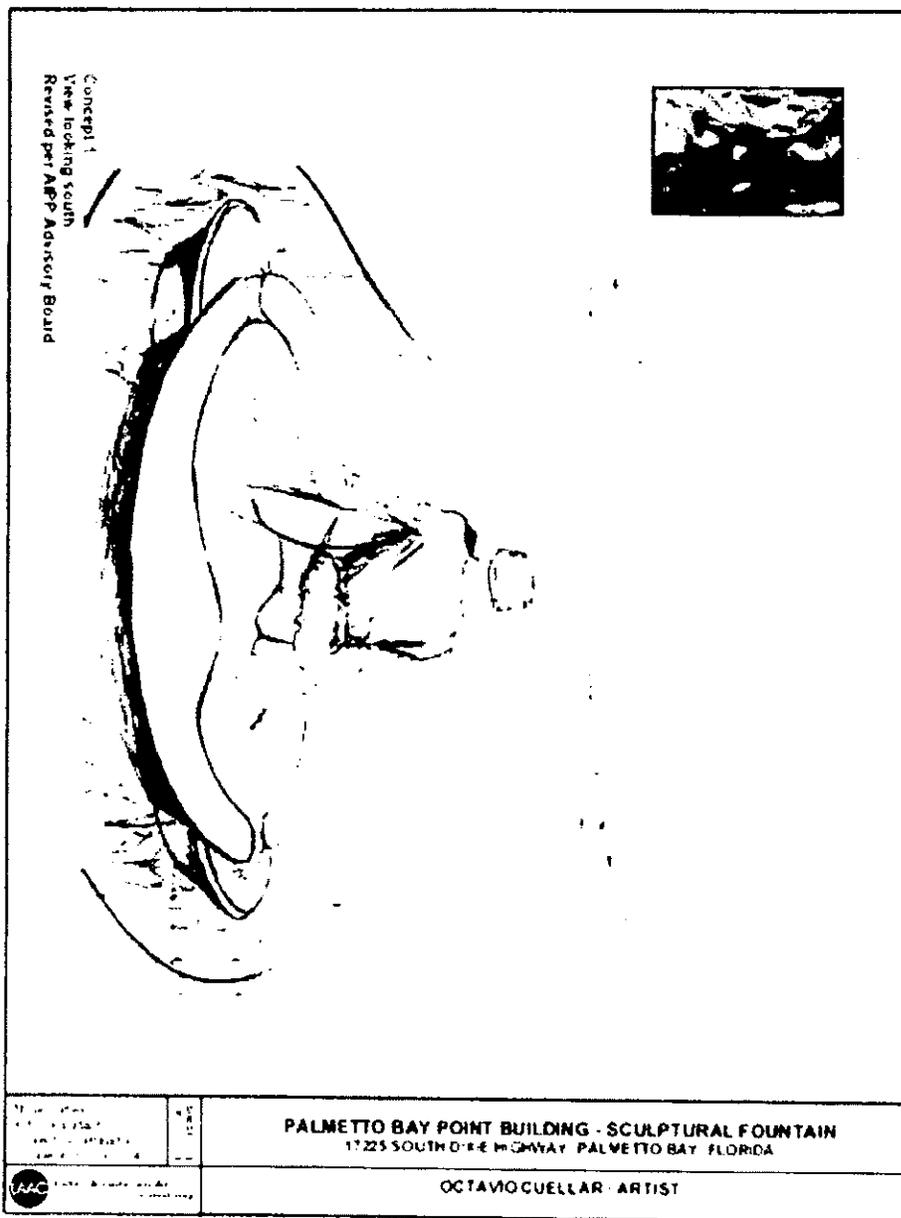
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Exhibit 2



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Exhibit 3



Rendering, view looking south



CFN 2010R0087987
DR Bk 27176 Pgs 4886 - 4892 (7pgs)
RECORDED 02/09/2010 09:42:44
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA



This instrument was prepared by:
Name: Eve A. Boutsis, village attorney
Address: 18001 Old Cutler Road, Suite 533
Palmetto Bay, Florida 33157

Exhibit B

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in the Village of Palmetto Bay ("Village"), Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the Village that the representations made by the owner during consideration of the development at the property, and compliance with the Village's Art in Public Places Program, Division 30-160, of the Village's Code of Ordinances, will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) That in conjunction with the underlying development approval, the property shall be tied to and construction on the property shall comply with the attached site plan, entitled "Palmetto Bay Point Building - Fountain Sculpture" as prepared by David J. Cabarrocas dated stamped received October 13th 2009 to this declaration of restrictions, which site plan reflects the installation of a public art piece on the property.

(2) Any substantial modification or abandonment of the art piece as reflected on the attached site plan shall require public hearing. The art work shall be identified as follows:

Name of Art Piece: "Titina"

Location of Art Work: 17225 S. Dixie Hwy, Palmetto Bay, FL 33157

Name of Artist: Octavio Cuellar



7

(Space reserved for Clerk)

(3) **Village Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Village of Palmetto Bay, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

(4) **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns for a period of five years from execution and shall automatically expire upon the completion of the five years, from recording. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the Village of Palmetto Bay and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the Village of Palmetto Bay.

(5) **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of five (5) years from the date this Declaration is recorded. At the end of the five year period, the parties shall record an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to the release of the Declaration by the Village of Palmetto Bay.

(6) **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the village council of the Village of Palmetto Bay, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the director of the Village's Art in Public Places Program, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(7) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.



(Space reserved for Clerk)

(8) **Authorization for the Village of Palmetto Bay to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the Village of Palmetto Bay is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

(9) **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(10) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the Village of Palmetto Bay, and inspections made and approval of occupancy given by the Village, then such construction, inspection and approval shall create a rebuttable presumption that the art work, buildings or structures thus constructed comply with the intent and spirit of this Declaration.

(11) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the Village of Palmetto Bay shall be entitled to revoke any approval predicated upon the invalidated portion.

(12) **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the director of the Art in Public Places Program or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.



(Space reserved for Clerk)

(13) **Acceptance of Declaration.**

Acceptance of this Declaration does not obligate the Village of Palmetto Bay in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the village council of the Village of Palmetto Bay retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

(14) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

(15) **Indemnification.** Owner, voluntarily agrees to defend, indemnify and hold the Village harmless against any liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from any claim, action or liability related to the art work. Owner has provided a site plan, approved by the Village Council demonstrating that that the art work will be displayed in a public place. Owner covenants that he shall maintain the art work in compliance with Section 30-160.14 of the Village's Code of Ordinances.

(16) **Title to Art Work.** Owner of the development agrees, acknowledges, and covenants that all right, title and interest to the subject art work is vested in the Village.

(17) **Approval Process.** Owner acknowledges that pursuant to Section 30-160.13 "Approval for placement of Art Work on Private Property; Donations of Art Work in lieu of a fee; Donations", that the application is to be submitted to the Art in Public Places Board and Village Council, as provided for under 30-160.6. The Village Council is entitled to review and approval of the art work including consideration of the art work's conformity to the definition of "art work," its aesthetic quality and harmony with the existing on-site improvements and neighborhood, and its proposed location and public accessibility.

(18) **Maintenance.** Owner agrees, acknowledges and covenants that prior to installation of the art work on the development property, that this document shall be recorded in the public records, and that Owner shall be responsible for the perpetual maintenance of the art work as required by Section 30-160.14, which requires:

(a) This document and the underlying covenant shall run with the land and provide notice to future property owners of the obligation to repair and maintain the art work and of certain limitations related to any federal, state or local laws governing the rights of the artists including but not limited to rights regarding the alteration, modification or relocation of subject art work.



(Space reserved for Clerk)

(b) Maintenance of art work, as used in this division, shall include, without limitation, preserving the art work in good condition to the satisfaction of the Village, protecting the art work against physical defacement, mutilation or alteration, and securing and maintaining insurance coverage for fire, wind, vandalism and extended liability for an amount equal to the appraised, replacement value.

(c) At any time the Village Council determines that art work has not been maintained in substantial conformity with the manner in which it was originally approved, the code compliance division of the Village, as authorized by the Village Council, shall require the current property owner to either:

(i) Repair or maintain the art work; or

(ii) After reasonable notice, pay the lesser of either the costs estimated by the Village to be required to repair and maintain the art work and/or secure and maintain insurance for the art work, or the percent for the art fee required under this division, based upon the current fee schedule and the current fair market value of the building, structure or improvement for which the art work was required, as determined by the county tax assessor.

(d) Stolen or removed art works are to be replaced by the owner. Replaced pieces are to be reviewed and approved by the Village Council subject to the criteria set forth in this division.

(e) All art work donated to the Village shall become the property of the Village upon acceptance by the Village Council.

[Execution Pages Follow]



(Space reserved for Clerk)

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year above written.

WITNESSES:

[Signature]
Signature

By: ISAAC DEESOL
Owner

Title: President / owner

Print Name

Signature

Print Name

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5 day of January, 2010 by ISAAC DEESOL. He is personally known to me, or has produced _____ as identification and that she/he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Reina Pino
Print Name

NOTARY PUBLIC-STATE OF FLORIDA
Reina Pino
Commission #DD661384
Expires: APR. 10, 2011
BONDED THRU ATLANTIC BONDING CO., INC.



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Section 33 Township 55 Range 40 0.29 Acres, That portion of the North 1/2 of the North West 1/4 of Southwest 1/4 of Northwest 1/4 less East 25 feet lying Easterly of Perrine By-Pass. LOT SIZE 12210 SQUARE FEET COC 23917-0250/0251 1005 6

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 9th day of
Feb, A.D. 2010

WITNESS my hand and Official Seal.
HARVEY BLVIN, CLERK, of Circuit and County Courts
By [Signature] 2/9/2010



PROPOSED
RESOLUTION

RESOLUTION NO. _____

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4 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF**
5 **THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO**
6 **SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP)**
7 **PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP**
8 **ADVISORY BOARD TO ACCEPT PAYMENT OF THE AIPP FEE IN**
9 **LIEU OF THE PREVIOUSLY APPROVED ART PIECE AS**
10 **AUTHORIZED PURSUANT TO RESOLUTION NO. 2010-10, FOR**
11 **THE PROPERTY LOCATED AT 17225 SOUTH DIXIE HIGHWAY;**
12 **AUTHORIZING THE VILLAGE MANAGER TO RELEASE THE**
13 **PROPERTY OWNER FROM THE UNDERLYING DECLARATION**
14 **OF RESTRICTIONS AS APPLYING THERETO; PROVIDING FOR**
15 **SEVERABILITY; AND AN EFFECTIVE DATE.**
16
17

18 **WHEREAS**, on October 1st, 2007 the Mayor and Village Council established the Art-
19 in- Public Places Program (AIPP) via Resolution 07-05, designed to promote the general welfare
20 by encouraging pride in the community, increasing property values, enhancing the quality of life
21 through artistic opportunities, uniting the community through shared cultural experiences, and
22 creating a cultural legacy for future generations through the collection and exhibition of high-
23 quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts,
24 documents and memorabilia that will acknowledge the past and create programs and activities
25 that will further these goals; and
26

27 **WHEREAS**, as part of the program, the Village's AIPP Advisory Board was created to
28 oversee the public education, and curatorial aspects of the program; and
29

30 **WHEREAS**, on January 11, 2010, pursuant to Section 30-160, Art in Public Places
31 (AIPP), the Village Council adopted Resolution No. 2010-10, approving the installation of an art
32 piece for the property located at 17225 South Dixie Highway; and
33

34 **WHEREAS**, since that time the owner of the property, citing concerns of theft and/or
35 vandalism, no longer desires to locate the sculpture in the plaza area of the property and now
36 prefers to pay the AIPP fee instead; and
37

38 **WHEREAS**, in light of those concerns, the Village sponsors this request in order to
39 minimize any additional expense that the property owner may incur beyond the required AIPP
40 fee; and
41

42 **WHEREAS**, the AIPP Advisory Board recommends, pursuant to Section 30-160,
43 allowing the applicant to pay the AIPP fee in lieu of providing the art installation; and
44

45 **WHEREAS**, pursuant to 30-160, the AIPP fee amount equals 1% of the cost of the
46 development project subject thereto; and
47

1 **WHEREAS**, the construction value of the property 17225 South Dixie Highway was
2 approximately \$1,500,000 with a minimum AIPP requirement of \$15,000; and
3

4 **WHEREAS**, the Village Council now desires to accept the AIPP Fee of \$15,000, in lieu
5 of the previous order, Resolution No. 2010-10, which was rendered on January 11, 2010.
6
7

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

10
11 **Section 1.** The Mayor and Village Council hereby accepts the recommendation of
12 the Art-In-Public-Places Advisory Board to accept the AIPP fee of \$15,000 in lieu of the prior
13 order, Resolution No. 2010-10, for the property located at 17225 South Dixie Highway with the
14 following conditions:
15

- 16 1. That the AIPP fee be paid within 60 days of this order
- 17 2. Failure to make payment will result in re-imposition of Resolution 2010-10.
- 18 3. No other develop orders or permits shall be issued to the property until the conditions of
19 this Resolution or Resolution No. 2010-10, whichever is applicable, are fulfilled.
20

21 **Section 3. Release of Declaration of Restrictions.** The Mayor and Village Council
22 authorizes the Village Manager to release the Declaration of Restrictions as recorded in the
23 Miami-Dade County Public Records, OR BK 27175 Pages 4886-4892, from the property located
24 at 17225 South Dixie Highway, once the AIPP fee of \$15,000 is made in full to the Village of
25 Palmetto Bay.
26

27 **Section 3. Effective Date.** This Resolution shall take effect immediately upon
28 approval.
29

30 **PASSED and ADOPTED** this _____ day of April, 2016.
31
32
33
34

35 Attest: _____
36 Meighan Alexander
37 Village Clerk
38
39
40

Eugene Flinn
Mayor

41 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
42 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**
43
44

45 _____
46 Dexter W. Lehtinen
47 Village Attorney
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FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

RESOLUTION NO. _____

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3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF**
4 **THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING**
5 **PURCHASE OF VILLAGE SHIRTS FOR THE VILLAGE'S YOUTH**
6 **COMMUNITY INVOLVEMENT BOARD; PROVIDING AN**
7 **EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn.)**
8

9 **WHEREAS**, the Mayor and Village Council are desirous of supporting the efforts of the
10 Youth Community Involvement Board; and
11

12 **WHEREAS**, this Board will be volunteering on behalf of the Village at various
13 community events and it is appropriate for the young people to be identified as being involved
14 and representing the Village.
15

16 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
17 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
18

19 **Section 1.** The Village of Palmetto Bay, Florida, expresses its support of the
20 activities of the members of the Youth Community Involvement Board.
21

22 **Section 2.** The Village Manager is authorized to purchase appropriate Village shirts
23 for the members of the Youth Community Involvement Board. The Board members shall be
24 provided a copy of the Village's Uniform Policy.
25

26 **Section 3.** This Resolution shall become effective upon the date of its adoption
27 herein.
28

29 PASSED AND ADOPTED this ____ day of April, 2016.
30
31
32

33 Attest: _____
34 Meighan J. Alexander
35 Village Clerk
36
37

Eugene Flinn
Mayor
38

39 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
40 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:
41
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43 _____
44 Dexter W. Lehtinen
45 Village Attorney
46
47

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FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____



To: Honorable Mayor and Village Council Date: April 4, 2016
From: Edward Silva, Village Manager Re: Vacation Rentals for
1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 30-60.32, ENTITLED "VACATION RENTALS"; ESTABLISHING REGULATIONS FOR CERTAIN TRANSITORY USAGES OF RESIDENTIAL HOMES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The internet has introduced changes to the way many segments of our economy works. Services can now be marketed and sold on-line giving every individual greater access to entrepreneurialism. This opportunity has opened up new markets that largely were either non-existent, or at best, not easily accessed. Commonly referred to as the 'sharing economy', this new market has given way to allowing individuals to make available their personal assets to achieve monetary gain. Today, the trend involves the transient rental of residential dwelling units. Homes originally approved and constructed for long term living arrangements, generally for periods of time greater than six months, are now becoming short-term accommodations for travelers. Referred to as "Vacation Rentals", properties developed and regulated as private residences, are operating as short-term stay facilities within traditional residential neighborhoods.

One of the principal objectives of the Village of Palmetto Bay is to ensure the health, safety, and welfare of its residents and visitors. Vacation rentals, in some regard, operate in an asymmetrical manner to most municipal codes. Because of their newness, few municipalities have development regulations to properly address the health and safety operational standards consistent with the objective stated above. They operate in homes that enjoy permit approvals as private residences, but operate in a transient manner akin to motels, hotels, lodges and inns. As a result, they fall in-between the regulatory cracks. The situation becomes incumbent upon the Village to consider appropriate standards for Vacation Rentals within its jurisdiction.

PROPOSED ORDINANCE:

Florida Statute 509.032(7)(b) preempts local ordinances from prohibiting vacation rentals or from regulating the duration or frequency of rental of Vacation Rentals at residential properties including single-family, two-family, and three family housing types. However, it does not appear that the statute prevents other reasonable provisions that may lend to ensuring the objective of

health, safety and welfare are met. The proposed ordinance addresses the Village's health, safety and welfare when residential properties are used as Vacation Rentals.

Among other things, the proposed ordinance requires Vacation Rentals to attain a Certificate of Use and pay all applicable taxes. The Certificate of Use review and inspection seeks to verify the use properly complies with occupancy and operational standards, and that fire safety features are met such as provisions for fire escape and fire suppression implements. Similar to home office uses, the Certificate of Use is to be renewed annually.

ANALYSIS:

The following is a review of the request pursuant to the criteria found at Section 30-30.7(b) of the Land Development Code. The Background and the proposed ordinance sections of this report are hereby incorporated by reference into this Analysis.

Criteria (1) Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the Village's concurrency management program.

Analysis: In reviewing the Village's Comprehensive Plan, the following Goals, Objectives, and Policies (GOP) below were identified within the Village's Comprehensive Plan as relating to this proposed ordinance. Each GOP is provided with a brief analysis. The finding of those analyses is provided at the end of this criterion.

GOAL 1: To guide the Village of Palmetto Bay from birth to early maturity as an outstanding and truly livable community in southeast Florida by building on, and improving, the existing land use blueprint through visionary planning and place-making, cost efficient provision of high quality facilities and services, quality neighborhood protection, and enhancement of its unique and beautiful coastal environmental resources.

Analysis: The proposed provisions provide reasonable use and occupancy standards for Vacation Rentals that operate largely within residential neighborhoods. The proposed provisions are drafted to avoid conflict with Florida Statute 509.032(7)(b).

Policy 1.2.1 Continue to update the Village Land Development Code so that it is consistent with this Future Land Use Element and other applicable elements of the adopted Comprehensive Plan, and provides Village businesses, residents, and developers with a clear and concise set of zoning and other regulations for implementing Palmetto Bay's future vision.

Analysis: The proposed ordinance provides occupancy and operation standards for uses currently not regulated, yet which operate in residential neighborhoods. The provisions are clear and provide for predictable regulatory implementation of such uses.

Finding: Consistent (for all of Criteria 1).

Criteria (2) Whether the proposal is in conformance with all applicable requirements of Chapter 30.

Analysis: See Background and Proposed Ordinance sections, and Criteria 1 and 3. In absence of the proposed ordinance, Vacation rentals will be allowed to continue operations without a predictable set of procedural, operational and safety standards. It is in the public interest that Vacation Rentals be appropriately regulated in order to mitigate any unintended or adverse impacts. As a result, the proposed provisions bring such uses into greater alignment with Chapter 30.

Criteria (3) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether the changes support or work against the proposed change in land use policy.

Analysis: See Background and Proposed Ordinance sections. Vacation Rentals are relatively new use types that have grown in popularity with the growth of the internet. As such, many municipalities are now beginning to review their land development codes in order to provide appropriate occupancy and operational standards to ensure the health, safety, and welfare of its residents and visitors are met. The Village does not have any regulations which address the changed development conditions arising from the arrival of Vacation Rentals. The change in conditions justifies and supports the proposed ordinance.

Finding: Consistent.

Criteria (4) Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

Analysis: See Background and Proposed Ordinance sections and Criteria 1. The proposed ordinance directly addresses incompatible land uses. Although it may not always be desirable to have Vacation Rentals within traditional residential neighborhoods, Florida Statutes preempts municipalities from prohibiting them. However, the Florida Statutes do not appear to prevent the municipal adoption of other provisions that work to ensure the health, safety and welfare of residents and visitors. The proposed ordinance does just that and in so doing, seeks to mitigate incompatibility of use and unintended impact.

Finding: Consistent.

Criteria (5) Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not appear to negatively impact the above systems. The proposed ordinance provides reasonable regulations for Vacation Rentals, which are anticipated to reduce demands on transportation systems, public facilities and services. Without the proposed regulations, occupancy would remain unchecked, potentially increasing demands.

Finding: Consistent.

Criteria (6) Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer, wildlife habitats, and vegetative communities.

Analysis: See Criteria 5.

Finding: Consistent

Criteria (7) Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: See Background and Proposed Ordinance sections, and Criteria 1, 2 and 4. It is not entirely clear whether the proliferation of Vacation Rentals will adversely impact property values. However, the proposed ordinance provides reasonable regulations intended to prevent potentially adverse impacts of Vacation Rentals in residential areas. Because the Florida Statutes preempt municipalities from prohibiting them within residential neighborhoods, the proposed ordinance intends to prevent adverse effects to property values and the general welfare.

Finding: Consistent.

Criteria (8) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on land use pattern shall be identified.

Analysis: See Background and Proposed Ordinance sections, and Criteria 1, 2 and 4. The proposed ordinance establishes predictability rules regarding Vacation Rentals. Occupancy, operations, and safety standards are addressed within the proposed ordinance. The result should lend itself to an orderly application and operation of such uses.

Finding: Consistent.

Criteria (9) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of Chapter 30.

Analysis: See Background and Proposed Ordinance sections, and Criteria 1, 2, 3, 4 and 7. In absence of the proposed ordinance, Vacation rentals will be allowed to continue operations without a predicable set of procedural, operational and safety standards. It is in the public interest that Vacation Rentals be

appropriately regulated in order to mitigate any unintended impact. As a result, the proposed provisions bring such uses into greater alignment with Chapter 30.

Finding: Consistent.

Criteria (10) Other matters which the Local Planning Agency or the Village Council in its legislative discretion may deem appropriate.

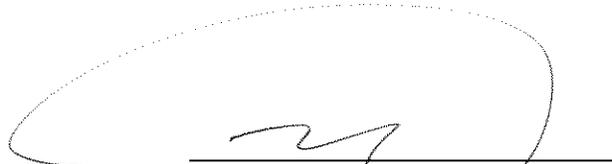
Finding: Decision for the Village Council.

FISCAL/BUDGETARY IMPACT:

Operation of the certificate of use program is based on cost recovery. There may be a very marginal increase in business tax receipts.

RECOMMENDATION:

Approval is recommended.



Darby P. Delsalle, AICP
Planning and Zoning Department

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 30-60.32, ENTITLED "VACATION RENTALS"; ESTABLISHING REGULATIONS FOR CERTAIN TRANSITORY USAGES OF RESIDENTIAL HOMES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay are concerned with the health, safety, and welfare of its residents and visitors; and

WHEREAS, the vast majority of the Village is developed with detached single family homes and includes some two-family, three-family, and four family housing; and

WHEREAS, Florida Statute 509.032(7)(b) preempts local ordinances from prohibiting vacation rentals or regulating the duration or frequency of rental of vacation rentals at residential properties; and

WHEREAS, the statute does not, however, prevent local government from regulating vacation rentals, provided those regulations do not prohibit vacation rentals or restrict the duration or frequency of vacation rentals, or local adoption of standards that may serve the health, safety and welfare of the Village's residents and visitors which do not conflict with the statute; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay now desire to create Section 30-60.32 to provide appropriate development and operational standards for vacation rentals on properties constructed as single-family, two-family, three-family, and four family housing types.; and

WHEREAS, pursuant to Section 163.3174, *Florida Statutes* the Village Council has been designated as the Local Planning Agency for the Village; and

WHEREAS, on _____, 2016, the Local Planning Agency approved the proposed ordinance.

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

Section 1. Compliance with Code Section 30-30.7(b). The Mayor and Village Council find the amendment to be consistent with Code Section 30-30.7(b) of the Code of Ordinances.

1 **Section 2.** Section 30-60.32 of the Villages Land Development Code is created to
2 read as follows:

3
4 DIVISION 30-60. GENERAL REGULATIONS

5
6 * * *

7
8 **Sec. 30-60.32 Vacation Rentals**

9 (a) Purpose. The Village Council finds that certain transitory uses of residential property tend
10 to affect the residential character of the community and are injurious to the health of the
11 community. Therefore, it is necessary and in the interest of the public health, safety, and
12 welfare to monitor and provide reasonable means for citizens of the of the Village of
13 Palmetto Bay to mitigate impacts created by such transitory uses of residential property
14 within the Village of Palmetto Bay. It is unlawful for any owner of any property within
15 the geographic bounds of the Village of Palmetto Bay, Florida, to rent or operate a
16 vacation rental of residential property contrary to the procedures and regulations
17 established in this Section or applicable state statute, except as provided in this section.

18
19 (b) Definitions. For the purpose of this Section, the following terms, phrases, words,
20 abbreviations and their derivations shall have the meaning given herein. When not
21 inconsistent with the context, words used in the present tense include the future tense,
22 words in the plural number include the singular number, and words in the singular
23 number include the plural number. The word "shall" is always mandatory and not merely
24 directory. Words not defined shall be given their meaning as provided in Section 30-40 of
25 the Village's Code of Ordinances.

26
27 Garbage as defined in Section as defined in section 30-40.

28
29 Residential as defined in section 30-40.

30
31 Responsible Party shall mean the owner or the person designated by the owner of the
32 property to be called upon to answer for the maintenance of the property and the
33 conduct and acts of occupants of residential properties.

34
35 Bedroom means any room intended for and furnished with sleeping accommodations, that
36 includes an interior door to the common areas of the dwelling unit, and includes a closet.
37 Bedroom does not mean any common areas of the dwelling including but not limited
38 living rooms, family rooms, kitchens, or dens.

39
40 Transient Occupants means any person, or guest or invitee of such person, who occupies or
41 is in actual or apparent control or possession of residential property registered as a
42 Vacation Rental. It shall be a rebuttable presumption that any person who holds
43 themselves out as being an occupant or guest of an occupant of the Vacation Rental is a
44 Transient Occupant.

1 Vacation Rental shall mean any unit or group of units in a condominium or cooperative or
2 any individually or collectively owned single-family, two-family, three-family, or four-
3 family house or single family dwelling, or duplex dwelling, or multi-family dwelling, that is
4 rented to Transient Occupants more than three (3) times in a calendar year for periods of
5 less than thirty (30) days or one (1) calendar month, whichever is less, or which is
6 advertised or represented to the public as a place regularly rented to Transient Occupants,
7 but that is not a timeshare project.

8
9 (c) Registration Required.

10 (1) It is unlawful for any person to allow another person to occupy any residential
11 property as a Vacation Rental within the Village of Palmetto Bay, or offer such
12 rental services within the Village of Palmetto Bay, unless the person has registered
13 the Vacation Rental property with the Village of Palmetto Bay and the Vacation
14 Rental property has been issued a certificate of use in accordance with the
15 provisions of this section.

16 (2) A person may allow another person to occupy any residential property as
17 Vacation Rental without the issuance of a certificate of use if:

18 a. The residential property has an effective and valid license as a Vacation
19 Rental classification of public lodging establishment issued by the Florida
20 Department of Business and Professional Regulations prior to April 4,
21 2016; and

22 b. The residential property is not in violation of any section of the Code of
23 Ordinances of the Village of Palmetto Bay; and

24 c. An application for registration of the residential property as a Vacation
25 Rental has be filed pursuant to this section and all applicable fees have
26 been paid; and

27 d. That said occupancy was scheduled prior to April 4, 2016, as evidenced by
28 a written and validly executed rental agreement or contract provided to
29 the Village Manager no later than July 5, 2016.

30
31 (d) Application for registration. Application for registration of a Vacation Rental shall be made
32 to the Village Manager or his or her designee and shall set forth at a minimum:

33 (1) The legal description of the property offered for rental (i.e., address, lot, block
34 and subdivision name);

35 (2) Name, address, and phone number of owner of said property;

36 (3) Name, address, and emergency contact phone number of Responsible Party for
37 said property, which shall be a twenty-four (24) hour, seven (7) days a week
38 contact number;

39 (4) That the phone number for the Responsible Party will be answered twenty-four
40 (24) hours a day, seven (7) days a week by the Responsible Party;

41 (5) Acknowledgements by owner of the following:

42 a. That all vehicles associated with the Vacation Rental must be parked
43 within the subject property in compliance with the Code of Ordinances of
44 the Village of Palmetto Bay;

45 b. That it shall be unlawful to allow or make any noise or sound that exceeds
46 the limits set forth in 30-60.29, Noises;

- 1 c. That the owner shall comply with all applicable village, county, state and
2 federal laws, rules, regulations, ordinances and statutes;
3 d. That no solid waste container shall be located at the curb for pickup
4 before 6:00 p.m. of the day prior to pick up, and solid waste container
5 shall be removed the day of pickup before midnight;
6 e. That whoever, without being authorized, licensed, or invited, willfully
7 enters or remains in any structure or conveyance of a property, or having
8 been authorized, licensed, or invited, is warned by the owner or lessee, to
9 depart the property and refuses to do so, commits the offense of trespass
10 in a structure or conveyance;
11 f. That other properties are not jointly shared commodities and should not
12 be considered available for use by Transient Occupants of the property
13 subject of the application;
14 (6) Proof of owner's current ownership of the property;
15 (7) Proof of registration with the Florida Department of Revenue for sales tax
16 collection and Miami-Dade County for Tourist and Convention Development
17 Taxes on Transient Rentals;
18 (8) Proof of licensure with the Florida Department of Business and Professional
19 Regulation for a transient public lodging establishment; and
20 (9) Proof of compliance with all of the provisions of section 30-60.32.

21
22 Submission of an incomplete registration application form shall result in rejection of the
23 application.
24

- 25 (e) Responsible Party required. Whenever any property is required to be registered under section
26 30-60.32, the owner shall appoint a natural person who resides within twenty-five (25)
27 miles of the Vacation Rental property, the distance measured using airline measurement
28 from the closest property lines of the Vacation Rental and the Responsible Party's
29 residence, to serve as the Responsible Party for service of notices as are specified herein,
30 and notices given to the Responsible Party shall be sufficient to satisfy any requirement of
31 notice to the owner. An initial Responsible Party shall be designated and name submitted
32 with the application for registration, and the Village Manager or his designee shall
33 thereafter be notified of any change of Responsible Party within fifteen (15) days of such
34 change. Further, it is the affirmative duty of the Responsible Party to:
35 1. Inform all guests, in writing, prior to occupancy of the property of applicable
36 Village of Palmetto Bay ordinances concerning noise, vehicle parking, garbage,
37 and common area usage with a copy of the applicable Village of Palmetto Bay
38 ordinances printed in the English language and posted prominently near the main
39 entrance of the establishment;
40 2. Maintain all properties under their control in compliance with the occupancy
41 limits, as specified in the Florida Building Code and the Code of Ordinances of
42 the Village of Palmetto Bay, Florida, as determined by the building official or his
43 designee;
44 3. See that the provisions of this section 30-60.32 are complied with and promptly
45 address any violations of therein or any violations of law which may come to the
46 attention of the Responsible Party;

- 1 4. Be available with authority to address and coordinate solutions to problems with
2 the rental of the property twenty-four (24) hours a day, seven (7) days a week;
3 5. Be situated close enough to the property as to be able to, and shall, respond to
4 emergency calls within one (1) hour of notification;
5 6. Keep available a register of all guests, which shall be open to inspection by
6 authorized personnel of the Village of Palmetto Bay at all times; and
7 7. Maintain the entire property free of garbage and litter, provided however, that this
8 subsection shall not prohibit the storage of garbage and litter in authorized
9 receptacles for collection.

10
11 (f) False information. It shall be unlawful for any person to give any false or misleading
12 information in connection with the application for registration required by section 30-
13 60.32.

14
15 (g) Minimum Requirements for Issuance of a Certificate of Use. The Village Manager or his designee
16 shall issue a Certificate of Use to the applicant upon proof of the following:

- 17 (1) The owner or Responsible Party completes the Village of Palmetto Bay's
18 certificate of use application form;
19 (2) The certificate of use fee has been paid to the Village of Palmetto Bay;
20 (3) Payment of a business tax receipt from the Village of Palmetto Bay;
21 (4) A business tax receipt from Miami-Dade County;
22 (5) A Florida Department of Revenue certificate of registration for purposes of
23 collecting and remitting tourist development taxes, sales surtaxes and transient
24 rental taxes;
25 (6) A Florida Department of Business and Professional Regulation license as a
26 transient public lodging establishment;
27 (7) An affidavit, demonstrating maintaining initial and on-going compliance with
28 Vacation Rental Standards contained herein, plus any other applicable local, state
29 and federal laws, regulations and standards to include, but not be limited to
30 Chapter 509, Florida Statutes, and Rules, Chapter 61C and 69A, Florida
31 Administrative Code; and
32 (8) A copy of the form Vacation Rental/lease agreement to be used when contracting
33 with Transient Occupants and guests.

34
35 (h) Vacation Rental Standards. The following standards shall govern the use of any Vacation
36 Rental as a permitted use:

- 37 (1) Minimum life/safety requirements:
38 a. Swimming pool, spa and hot tub safety. A swimming pool, spa, or hot tub
39 shall comply with the current standards of the Residential Swimming Pool
40 Safety Act, Chapter 515, Florida Statutes and include fencing around
41 pool, secondary protective cover, and a main suction drain as required
42 with commercial swimming pools.
43 b. Bedrooms. All bedrooms shall meet the single- and two-family dwelling
44 minimum requirements of the Florida Building Code.
45 c. Smoke and carbon monoxide (CO) detection and notification system. If
46 an interconnected and hard-wired smoke and carbon monoxide (CO)

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detection and notification system is not in place within the Vacation Rental unit, then an interconnected, hard-wired smoke alarm and carbon monoxide (CO) alarm system shall be required to be installed and maintained on a continuing basis consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code - Residential.

d. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

e. That all vehicles associated with the Vacation Rental must be parked within the subject property in compliance with the Code of Ordinances of the Village of Palmetto Bay.

(2) Maximum occupancy. The occupancy of a Vacation Rental shall not exceed two (2) persons per bedroom, meeting the requirements for a bedroom, or, if the Vacation Rental is a studio apartment, a maximum of two (2) persons.

(3) Solid waste handling and containment. Based on the maximum transient occupancy permitted, Miami-Dade County solid waste containers shall be as required in Chapter 15 of Miami-Dade's Code of Ordinances. Appropriate screening and storage requirements for solid waste containers shall apply per any development approval and be incorporated into the Certificate. For purposes of this section, a solid waste container shall not be placed at curbside before 6:00 p.m. of the day prior to solid waste pickup, and the solid waste container shall be removed from curbside before midnight of the day of pickup.

(4) Minimum Vacation Rental/lease agreement wording. The Vacation Rental lease agreement shall contain the minimum information as provided for in section 30-60.32

(5) Minimum Vacation Rental lessee information. The Vacation Rental lessee shall be provided with a copy of the information required in section 30-60.32 and shall post the following conspicuously within the establishment:

a. A statement advising the Occupant that the Occupant must comply with the Village's noise ordinance, set forth in section 30-60.29.

b. A sketch of the location of the off-street parking spaces;

c. The days and times of trash pickup;

d. The location of the nearest hospital; and

e. The Miami-Dade County's non-emergency police phone number.

f. There shall be posted, next to the interior door of each bedroom a legible copy of the building evacuation map - Minimum 8-1/2" by 11". In the case of a studio apartment, this shall be posted next to the front door of the studio apartment.

(6) Designation of a Vacation Rental Responsible Party capable of meeting the duties provided in section 30-60.32.

(7) Advertising. Any advertising of the Vacation Rental unit shall conform to information included in the Vacation Rental Certificate of Use and the property's approval, particularly as this pertains to maximum occupancy.

1 (8) Posting of Certificate of Use. The Certificate of Use shall be posted on the back
2 of or next to the main entrance door and shall include at a minimum the name, address
3 and phone number of the Responsible Party and the maximum occupancy of the
4 Vacation Rental.

5 (9) All vehicles associated with the Vacation Rental must be parked within a driveway
6 in compliance with the Code of Ordinances of the Village of Palmetto Bay.

7 (10) Other standards. Any other standards contained with the Code of Ordinances
8 and the Land Development Regulations of the Village of Palmetto Bay to include, but
9 not be limited to: noise, setbacks, stormwater and similar provisions.

10
11 (i) *Initial and Routine Compliance Inspections of Vacation Rentals.*

12 (1) An inspection of the Vacation Rental property for compliance with this section is
13 required prior to issuance of an initial Vacation Rental Certificate of Use. If
14 violations are found, all violations must be corrected and the Vacation Rental
15 property must be re-inspected prior to issuance of the initial Vacation Rental
16 Certificate of Use as provided herein.

17 (2) Once issued, a Vacation Rental property must be properly maintained in
18 accordance with the Vacation Rental Standards herein and will be re-inspected
19 annually. For an inspection, all violations must be corrected and re-inspected
20 within thirty (30) calendar days. Failure to correct such inspection deficiencies in
21 the timeframes provided shall result in the suspension of the Vacation Rental
22 certificate of use until such time as the violations are corrected and re-inspected.

23 (3) The inspections shall be made by appointment with the Vacation Rental
24 Responsible Party. If the inspector has made an appointment with the
25 Responsible Party to complete an inspection, and the Responsible Party fails to
26 admit the officer at the scheduled time, the owner shall be charged a "no show"
27 fee consistent equal half the cost of the certificate of use application fee, which
28 must be paid prior to issuance of the certificate of use

29 (4) If the inspector(s) is denied admittance by the Vacation Rental Responsible Party
30 or if the inspector fails in at least two (2) attempts to complete an initial or
31 subsequent inspection of the Vacation Rental property, the inspector(s) shall
32 provide notice of failure of inspection to the owner to the address shown on the
33 existing Vacation Rental certificate of use or the application for Vacation Rental.

34 a. For an initial inspection, if the notice of failure of inspection results in the
35 certificate of use not being issued; the Vacation Rental is not permitted to operate
36 without a valid certificate of use.

37 b. For a subsequent inspection, the notice of failure of inspection is considered a
38 violation and is subject to enforcement remedies as provided herein.

39
40 (j) *Registration not transferable.* No registration issued under section 30-60.32 shall be
41 transferred or assigned or used by any person other than the one to whom it is issued, or
42 at any location other than the one for which it is issued.

43
44 (k) *Expiration of registration.* All certificates of use issued under the provisions of section 30-
45 60.32 shall be valid for no more than one year from the date of issuance. Any application

1 for renewal submitted after the expiration of the issued certificate of use shall be treated
2 as a new application.

3
4 (1) *Revocation.*

5 (1) Any certificate of use issued pursuant to section 30-60.32 shall be denied,
6 revoked, or suspended by the Village Manager upon the adjudication of a
7 violation of Section 30-60.32, any Village of Palmetto Bay Ordinance, or state law
8 by the Responsible Party, property owner or Transient Occupant attributable to
9 the property for which the certificate of use is issued. Such denial, revocation or
10 suspension is in addition to any penalty provided herein.

11 (2) *Offenses/violations.*

12 a. Non-compliance with any provision of section 30-60.32 shall constitute a
13 violation of this Article.

14 b. Separate violations. Each day a violation exists shall constitute a separate
15 and distinct violation, except that occupancy violations shall be governed
16 by subsection by the Florida Building Code.

17 (3) *Remedies/enforcement.*

18 a. Violations of Sec. 30-60-32 shall be subject to penalties as part of a
19 progressive enforcement program. To accomplish a safe and effective
20 Vacation Rental program it is key that Vacation Rental Responsible
21 Parties are responsive and responsible in the management of the property
22 for compliance with this section. Code compliance activities will be in
23 accordance with the Village of Palmetto Bay's Code of Ordinances.

24 b. Unless otherwise provided, every violation of Sec. 30-60-32 shall be
25 considered a Class IV Category, Other violations of equivalent gravity,
26 violation under Ch. 2, Art. VII.

27 b. Additional remedies. Nothing contained herein shall prevent the Village
28 of Palmetto Bay from seeking all other available remedies which may
29 include, but not be limited to, suspension or revocation of a Vacation
30 Rental certificate of use, injunctive relief, liens and other civil and criminal
31 penalties as provided by law, as well as referral to other enforcing
32 agencies.

33 (4) Suspension of Vacation Rental certificate of use. In addition to any fines and any
34 other remedies described herein or provided for by law, a special master may
35 suspend a Vacation Rental certificate of compliance in accordance with the
36 following:

37 a. *Suspension time frames.*

38 1. Upon a third violation of section 30-60.32 the Vacation Rental
39 certificate shall be suspended for a period of seven (7) calendar
40 days.

41 2. Upon a fourth violation of this Article the Vacation Rental
42 certificate of use shall be suspended for a period of thirty (30)
43 calendar days.

44 3. For each additional violation of this Article the Vacation Rental
45 certificate of use shall be suspended for an additional thirty (30)
46 calendar days up to a maximum period of twelve (12) months. For

1 example, the fifth violation shall be for sixty (60) calendar days;
2 the sixth violation shall be for ninety (90) calendar days, and so
3 on.

4 b. Suspension restrictions. A Vacation Rental may not provide transient
5 occupancy during any period of suspension of a Vacation Rental
6 certificate of use.

7 1. The suspension shall begin immediately following notice,
8 commencing either:

9 i. at the end of the current Vacation Rental/lease period; or

10 ii. within thirty (30) calendar days, whichever date
11 commences earlier, or as otherwise determined by the
12 special master.

13 2. Notwithstanding anything to the contrary in this Sec. 30-60.32,
14 Operation during any period of suspension shall be deemed a
15 Class VI violation under Ch. 2, Art. VII, and shall be subject to
16 the fines set forth therein, or to the maximum amount as
17 otherwise provided in Florida Statutes for repeat violations, for
18 each day that the Vacation Rental operates during a period of
19 violation.

20 c. Number of violations. For purposes of this section only, violations shall
21 be considered per the rental period or per every seven (7) days, whichever
22 is less and for only those violations in which a code enforcement citation
23 or criminal charge was issued. Violations could potentially occur multiple
24 times over the same rental period.

25
26 (m) Complaints. Whenever a violation of this Article occurs, or is alleged to have occurred, any
27 person may file a written complaint. Such complaint, stating fully the causes and basis
28 thereof, shall be filed with the Village Manager or his designee. The Village Manager or
29 his designee shall promptly record such complaint, investigate, and take action thereon in
30 accordance with this the Code of Ordinances of the Village of Palmetto Bay, Florida.

31
32 (n) Enforcement. The provisions of this Article shall be enforced as provided in Article VII
33 Code Compliance Procedures, of the Code of Ordinances of the Village of Palmetto Bay,
34 Florida.

35
36 **Section 3. Codification.** It is the intention of the Village Council and it is hereby
37 ordained the provisions of this Ordinance shall become and be made part of the Code of
38 Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be
39 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be
40 changed to "Section" or other appropriate word.

41
42 **Section 4. Conflicting Provisions.** The provisions of the Code of Ordinances of
43 the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the
44 provisions of this ordinance are hereby repealed.



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: Budget Amendment –
FY 2015-2016 (2nd Reading)

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2015-2016 BUDGET; AMENDING ORDINANCE NUMBER 2015-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2015-2016 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

This item was heard at first reading on March 7, 2016 and was approved without any changes. The remainder of this report regarding the agenda item is as it was submitted on March 7, 2016.

BACKGROUND AND ANALYSIS:

The Adopted Budget for Fiscal Year 2015-2016 incorporates the Staffing Summary, summarizing all positions within the Village. At this mid-point of the budget year, administration finds that it is necessary to make certain personnel changes to better meet the needs of Village operations. The attached (Exhibit A) Amended Staffing Summary reflects and details the proposed personnel changes and updates.

BUDGET AND FISCAL IMPACT:

None; the proposed changes will not have an impact on the approved funding levels.

RECOMMENDATION:

Approval is recommended.

Attachments:

(Exhibit A) – Amended Staffing Summary

Exhibit A
Amended Staffing Summary

VILLAGE POSITION DETAIL	FY 13-14 Adopted		FY 14-15 Amended Final		FY 15-16 Adopted		FY 15-16 Mid-Year Adj.	
	PT	FT	PT	FT	PT	FT	PT	FT
Mayor & Council								
Mayor	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Vice Mayor	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Councilmember	3.0	0.0	3.0	0.0	3.0	0.0	3.0	0.0
Total Positions	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
Office of the Village Manager								
Village Manager	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Executive Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Admin. Aide/Receptionist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Communications Mgr/PIO	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0
TV & Camera Technician	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0
Business Partner Liaison	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0
Assistant to the Manager	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Procurement Specialist	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Architectural Renderer**	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0
Total Positions	0.0	4.0	1.0	4.0	1.0	4.0	0.0	6.0
Office of the Village Clerk								
Village Clerk	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Administrative Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Total Positions	0.0	2.0	0.0	2.0	0.0	2.0	0.0	2.0
Finance Department								
Finance Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Sr. Accountant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Procurement Specialist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
IT Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Accountant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Cashier	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Accounting & Alarm Clerk	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Total Positions	0.0	6.0	0.0	6.0	0.0	6.0	0.0	6.0
Dept. of Community & Economic Dev								
Building & Permitting Community & Econ. Dev. Dir.**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Building Official**	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
Chief Building Inspector**	0.0	1.0	0.0	1.0	0.0	0.0	0.0	1.0
Office Manager**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Coordinator**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Inspector**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Officer**	0.0	0.0	0.0	2.0	0.0	2.0	0.0	2.0
Zoning Administrator**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Permit Clerk I**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	2.0
Permit Clerk II**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
Permit Clerk I/ Receptionist**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Plans Processing Clerk**	1.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Receptionist**	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
Architectural Renderer**	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0
<i>Total Buiding & Permitting Positions</i>	<i>2.0</i>	<i>8.0</i>	<i>1.0</i>	<i>12.0</i>	<i>0.0</i>	<i>12.0</i>	<i>0.0</i>	<i>13.0</i>

Exhibit A
Amended Staffing Summary

Planning & Zoning	Planning & Zoning Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Planning & Zoning Administrator	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Planning & Zoning Admin. Coord.	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Administrative Assistant	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0
	Permit Zoning Technician	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Code Compliance Officer	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0
	<i>Total Planning & Zoning Positions</i>	<i>0.0</i>	<i>7.0</i>	<i>0.0</i>	<i>3.0</i>	<i>0.0</i>	<i>2.0</i>	<i>0.0</i>	<i>2.0</i>
Total Positions		2.0	15.0	1.0	15.0	0.0	14.0	0.0	15.0
Human Resources & Communications		PT	FT	PT	FT	PT	FT	PT	FT
	Human Resources & Communications Dir.*	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	HR Generalist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Communications Manager*	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
	Videographer/ Video Editor*	0.0	0.0	0.0	0.0	1.0	0.0	1.0	0.0
	Public Information Officer*	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
	Grantwriter	0.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Total Positions		0.0	2.0	1.0	2.0	2.0	4.0	2.0	4.0
Parks & Recreation		PT	FT	PT	FT	PT	FT	PT	FT
	Parks and Recreation Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Parks and Recreation Manager	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
	Parks & Recreation Supervisor	0.0	2.0	0.0	3.0	0.0	3.0	0.0	3.0
	Administrative Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Special Events Supervisor	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Special Events & Programs Coord.	0.0	1.0	0.0	2.0	0.0	2.0	0.0	2.0
	Park Reservations Specialist	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds/ Facility Maint. Supervisor	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Parks Maintenance Worker	6.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0
	Tennis Center Attendant	3.0	0.0	3.0	0.0	3.0	0.0	3.0	0.0
	Park Service Aide	19.0	0.0	18.0	0.0	20.0	0.0	20.0	0.0
Total Positions		28.0	11.0	21.0	9.0	23.0	9.0	23.0	8.0
Public Services		PT	FT	PT	FT	PT	FT	PT	FT
Public Works	Public Works Director**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Administrative Assistant**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Field Operations Supervisor**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds Maintenance Worker**	0.0	2.0	0.0	2.0	0.0	3.0	0.0	3.0
	Stormwater Engineering Technician**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Bus Operator**	3.0	0.0	1.0	1.0	1.0	0.0	1.0	0.0
	Transit Operations Specialist**	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
<i>Total Public Works Positions</i>		<i>3.0</i>	<i>6.0</i>	<i>1.0</i>	<i>7.0</i>	<i>1.0</i>	<i>8.0</i>	<i>1.0</i>	<i>8.0</i>
Facilities Maint.	Facilities Maint. Superintendent	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Facilities Maint. Worker I	0.0	1.0	0.0	1.0	0.0	1.0	2.0	3.0
	Facilities Maint. Worker II	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds/ Facility Maint. Supervisor	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Maintenance Technician	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Maintenance Worker	0.0	0.0	5.0	3.0	5.0	3.0	4.0	3.0
<i>Total Facilities Maint. Positions</i>		<i>0.0</i>	<i>3.0</i>	<i>5.0</i>	<i>8.0</i>	<i>5.0</i>	<i>8.0</i>	<i>6.0</i>	<i>10.0</i>
Total Public Services Positions		3.0	9.0	6.0	15.0	6.0	16.0	7.0	18.0

Exhibit A
Amended Staffing Summary

CONTRACTUAL POSITION DETAIL		FY 13-14 Adopted		FY 14-15 Amended Final		FY 15-16 Adopted		FY 15-16 Mid-Year Adj.	
		PT	FT	PT	FT	PT	FT	PT	FT
Police Services									
<i>Contractual</i>	Police Major	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Lieutenant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Sergeant	0.0	5.0	0.0	5.0	0.0	5.0	0.0	5.0
	Police Officer	0.0	35.0	0.0	35.0	0.0	35.0	0.0	36.0
	Secretary	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Record Specialist	0.0	2.0	0.0	2.0	0.0	2.0	0.0	2.0
	Police Station Specialist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Total (Contractual) Positions	0.0	46.0	0.0	46.0	0.0	46.0	0.0	47.0
Village Attorney									
<i>Contractual</i>	Village Attorney	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Total (Contractual) Positions	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Dept. of Community & Economic Dev (Bldg. & Permitting)									
<i>Contractual</i>	Building Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Mechanical Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Electrical Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Plumbing Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Structural Plans Reviewer	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Total (Contractual) Positions	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
TOTAL VILLAGE POSITIONS		33.0	49.0	30.0	53.0	32.0	55.0	32.0	59.0
TOTAL COUNCIL POSITIONS		5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
TOTAL CONTRACTUAL POSITIONS		6.0	46.0	6.0	46.0	6.0	46.0	6.0	47.0

Proposed Adjustments:

Departmental Name: Human Resources & Communications Department

Staffing Updates:

Manager: Update Business Partner Liaison to Assistant to Manager
Update Architectural Rendered from PT to FT
Transfer (1) Procurement Specialist from Finance Dept.

Finance: Add (1) IT Technician-FT
Transfer (1) Procurement Specialist to Village Manager

Building & Permitting: Replace (1) Permit Clerk II with (1) Permit Clerk I
Add (1) Chief Building Inspector- FT

Parks & Recreation: Remove (1) Parks & Recreation Manager-FT

Public Works: Replace (1) FT Bus Operator with (1) FT Transit Operations Specialist

Facilities Maint.: Add (2) Facilities Maint. Worker I- PT
Add (2) Facilities Maint. Worker I- FT
Remove (1) Maintenance Worker- PT

Title Updates*:

Update Building & Capital Projects Director to Community & Economic Dev. Director
Update Human Resources Director to Human Resources & Communications Director
Update Communications Manager/ PIO to Communications Manager
Update Public Information Specialist to Public Information Officer
Update TV/ Camera Tech. to Videographer/ Video Editor

**Funded through Special Revenue

PROPOSED
ORDINANCE

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Section 3. *Authorization of Village Manager.* The Village Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

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

Section 5. *Effective Date.* This ordinance shall take effect immediately upon adoption on second reading.

PASSED AND ENACTED this ____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Attest: _____
Meighan Alexander, Eugene Flinn
Village Clerk Mayor

APPROVED AS TO FORM:

Dexter Lehtinen
Office of Village Attorney

FINAL VOTE AT ADOPTION:
Council Member Karyn Cunningham _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel-Lara _____
Vice-Mayor John DuBois _____
Mayor Eugene Flinn _____

Exhibit A
Amended Staffing Summary

VILLAGE POSITION DETAIL	FY 13-14 Adopted		FY 14-15 Amended Final		FY 15-16 Adopted		FY 15-16 Mid-Year Adj.	
	PT	FT	PT	FT	PT	FT	PT	FT
Mayor & Council								
Mayor	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Vice Mayor	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Councilmember	3.0	0.0	3.0	0.0	3.0	0.0	3.0	0.0
Total Positions	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
Office of the Village Manager								
Village Manager	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Executive Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Admin. Aide/Receptionist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Communications Mgr/PIO	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0
TV & Camera Technician	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0
Business Partner Liaison	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0
Assistant to the Manager	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Procurement Specialist	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Architectural Renderer**	0.0	0.0	0.0	0.0	1.0	0.0	0.0	1.0
Total Positions	0.0	4.0	1.0	4.0	1.0	4.0	0.0	6.0
Office of the Village Clerk								
Village Clerk	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Administrative Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Total Positions	0.0	2.0	0.0	2.0	0.0	2.0	0.0	2.0
Finance Department								
Finance Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Sr. Accountant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Procurement Specialist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
IT Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
Accountant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Cashier	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Accounting & Alarm Clerk	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Total Positions	0.0	6.0	0.0	6.0	0.0	6.0	0.0	6.0
Dept. of Community & Economic Dev								
Building & Permitting Community & Econ. Dev. Dir.**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Building Official**	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
Chief Building Inspector**	0.0	1.0	0.0	1.0	0.0	0.0	0.0	1.0
Office Manager**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Coordinator**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Inspector**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Code Compliance Officer**	0.0	0.0	0.0	2.0	0.0	2.0	0.0	2.0
Zoning Administrator**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Permit Clerk I**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	2.0
Permit Clerk II**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
Permit Clerk I/ Receptionist**	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
Plans Processing Clerk**	1.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
Receptionist**	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
Architectural Renderer**	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0
<i>Total Buiding & Permitting Positions</i>	<i>2.0</i>	<i>8.0</i>	<i>1.0</i>	<i>12.0</i>	<i>0.0</i>	<i>12.0</i>	<i>0.0</i>	<i>13.0</i>

Exhibit A

Amended Staffing Summary

Planning & Zoning	Planning & Zoning Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Planning & Zoning Administrator	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Planning & Zoning Admin. Coord.	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Administrative Assistant	0.0	1.0	0.0	1.0	0.0	0.0	0.0	0.0
	Permit Zoning Technician	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Code Compliance Officer	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0
	<i>Total Planning & Zoning Positions</i>	<i>0.0</i>	<i>7.0</i>	<i>0.0</i>	<i>3.0</i>	<i>0.0</i>	<i>2.0</i>	<i>0.0</i>	<i>2.0</i>
Total Positions		2.0	15.0	1.0	15.0	0.0	14.0	0.0	15.0
Human Resources & Communications		PT	FT	PT	FT	PT	FT	PT	FT
	Human Resources & Communications Dir.*	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	HR Generalist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Communications Manager*	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
	Videographer/ Video Editor*	0.0	0.0	0.0	0.0	1.0	0.0	1.0	0.0
	Public Information Officer*	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
	Grantwriter	0.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Total Positions		0.0	2.0	1.0	2.0	2.0	4.0	2.0	4.0
Parks & Recreation		PT	FT	PT	FT	PT	FT	PT	FT
	Parks and Recreation Director	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Parks and Recreation Manager	0.0	1.0	0.0	1.0	0.0	1.0	0.0	0.0
	Parks & Recreation Supervisor	0.0	2.0	0.0	3.0	0.0	3.0	0.0	3.0
	Administrative Assistant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Special Events Supervisor	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Special Events & Programs Coord.	0.0	1.0	0.0	2.0	0.0	2.0	0.0	2.0
	Park Reservations Specialist	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds/ Facility Maint. Supervisor	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0
	Parks Maintenance Worker	6.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0
	Tennis Center Attendant	3.0	0.0	3.0	0.0	3.0	0.0	3.0	0.0
	Park Service Aide	19.0	0.0	18.0	0.0	20.0	0.0	20.0	0.0
Total Positions		28.0	11.0	21.0	9.0	23.0	9.0	23.0	8.0
Public Services		PT	FT	PT	FT	PT	FT	PT	FT
Public Works	Public Works Director**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Administrative Assistant**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Field Operations Supervisor**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds Maintenance Worker**	0.0	2.0	0.0	2.0	0.0	3.0	0.0	3.0
	Stormwater Engineering Technician**	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Bus Operator**	3.0	0.0	1.0	1.0	1.0	0.0	1.0	0.0
	Transit Operations Specialist***	0.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0
<i>Total Public Works Positions</i>		<i>3.0</i>	<i>6.0</i>	<i>1.0</i>	<i>7.0</i>	<i>1.0</i>	<i>8.0</i>	<i>1.0</i>	<i>8.0</i>
Facilities Maint.	Facilities Maint. Superintendent	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Facilities Maint. Worker I	0.0	1.0	0.0	1.0	0.0	1.0	2.0	3.0
	Facilities Maint. Worker II	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Grounds/ Facility Maint. Supervisor	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Maintenance Technician	0.0	0.0	0.0	1.0	0.0	1.0	0.0	1.0
	Maintenance Worker	0.0	0.0	5.0	3.0	5.0	3.0	4.0	3.0
<i>Total Facilities Maint. Positions</i>		<i>0.0</i>	<i>3.0</i>	<i>5.0</i>	<i>8.0</i>	<i>5.0</i>	<i>8.0</i>	<i>6.0</i>	<i>10.0</i>
Total Public Services Positions		3.0	9.0	6.0	15.0	6.0	16.0	7.0	18.0

Exhibit A
Amended Staffing Summary

CONTRACTUAL POSITION DETAIL		FY 13-14 Adopted		FY 14-15 Amended Final		FY 15-16 Adopted		FY 15-16 Mid-Year Adj.	
		PT	FT	PT	FT	PT	FT	PT	FT
Police Services									
<i>Contractual</i>	Police Major	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Lieutenant	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Sergeant	0.0	5.0	0.0	5.0	0.0	5.0	0.0	5.0
	Police Officer	0.0	35.0	0.0	35.0	0.0	35.0	0.0	36.0
	Secretary	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Police Record Specialist	0.0	2.0	0.0	2.0	0.0	2.0	0.0	2.0
	Police Station Specialist	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0
	Total (Contractual) Positions	0.0	46.0	0.0	46.0	0.0	46.0	0.0	47.0
Village Attorney									
<i>Contractual</i>	Village Attorney	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Total (Contractual) Positions	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
Dept. of Community & Economic Dev (Bldg. & Permitting)									
<i>Contractual</i>	Building Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Mechanical Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Electrical Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Chief Plumbing Inspector	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Structural Plans Reviewer	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Total (Contractual) Positions	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
TOTAL VILLAGE POSITIONS		33.0	49.0	30.0	53.0	32.0	55.0	32.0	59.0
TOTAL COUNCIL POSITIONS		5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
TOTAL CONTRACTUAL POSITIONS		6.0	46.0	6.0	46.0	6.0	46.0	6.0	47.0

Proposed Adjustments:

Departmental Name: Human Resources & Communications Department

Staffing Updates:

Manager: Update Business Partner Liaison to Assistant to Manager
Update Architectural Rendered from PT to FT
Transfer (1) Procurement Specialist from Finance Dept.

Finance: Add (1) IT Technician-FT
Transfer (1) Procurement Specialist to Village Manager

Building & Permitting Replace (1) Permit Clerk II with (1) Permit Clerk I
Add (1) Chief Building Inspector- FT

Parks & Recreation: Remove (1) Parks & Recreation Manager-FT

Public Works Replace (1) FT Bus Operator with (1) FT Transit Operations Specialist

Facilities Maint.: Add (2) Facilities Maint. Worker I- PT
Add (2) Facilities Maint. Worker I- FT
Remove (1) Maintenance Worker- PT

Title Updates*:

Update Building & Capital Projects Director to Community & Economic Dev. Director
Update Human Resources Director to Human Resources & Communications Director
Update Communications Manager/ PIO to Communications Manager
Update Public Information Specialist to Public Information Officer
Update TV/ Camera Tech. to Videographer/ Video Editor

**Funded through Special Revenue

ORDINANCE NO. _____

1
2 AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA,
3 MODIFYING CHAPTER 16 "ENVIRONMENT" BY CREATING
4 ARTICLE V "EXPANDED POLYSTYRENE "STYROFOAM" FOOD
5 SERVICE ARTICLES" AND PROVIDING FOR LEGISLATIVE INTENT,
6 DEFINITIONS, PROHIBITIONS OF SALE OR USE BY VILLAGE
7 CONTRACTORS ~~AND SPECIAL EVENT PERMITTEES~~, AND
8 EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR
9 CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING
10 FOR AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn and
11 Councilwoman Karyn Cunningham)
12

13 WHEREAS, the Village of Palmetto Bay (the "Village") declares that it is in the interest
14 of the public health, safety, and welfare of its residents and visitors to reduce litter and pollutants
15 within the Village; and
16

17 WHEREAS, expanded polystyrene, a petroleum by-product commonly known as
18 Styrofoam, breaks down so slowly that it is not viable as a biodegradable product; and, the
19 technology to recycle Styrofoam is more costly that the production of Styrofoam itself; and
20

21 WHEREAS, the Village's goal is to replace expanded polystyrene food service articles
22 with reusable, recyclable or compostable alternatives; and
23

24 WHEREAS, the Ordinance will preserve and enhance the environment of the Village;
25 and
26

27 WHEREAS, the Village Council finds that this Ordinance is necessary for the
28 preservation of the public health, safety and welfare of the Village's residents.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF
31 THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
32

33 **Section 1.** The Village Council of the Village of Palmetto Bay hereby amends
34 Chapter 16, creating Article V, of the Code of Ordinances as follows:
35

36 ARTICLE V. - EXPANDED POLYSTYRENE "STYROFOAM" FOOD SERVICE
37 ARTICLES
38

39 Sec. 15-160. - Intent and Purpose.

40 Expanded polystyrene, a petroleum by-product commonly known as Styrofoam, breaks
41 down so slowly that it is not viable as a biodegradable product; and, the technology to recycle
42 Styrofoam is more costly that the production of Styrofoam itself. While Styrofoam is a concern
43 in landfills due to its almost nonexistent biodegradation, polystyrene is of greater concern when
44 found outside of landfills. The litter is unsightly and there is little economic incentive for
45 recyclers, as the technology to recycle Styrofoam is more costly that the production of Styrofoam

1 itself. Additionally, expanded polystyrene breaks into pieces easily when crushed and can be
2 detrimental to wildlife, if mistaken for food and then ingested.

3
4 The Village's goals are to reduce the use of expanded polystyrene and encourage the use
5 of reusable, recyclable, or compostable alternatives.

6
7 Sec. 15-161. – Definitions.

8 For purposes of this section only, the following definitions shall apply:

9
10 Village contractor means a contractor, vendor, lessee, concessionaire of the Village, or
11 operator of a Village facility or property.

12
13 Expanded Polystyrene is a petroleum-based plastic made from the styrene monomer. It is
14 commonly referred to as Styrofoam, which is actually the trade name of a polystyrene foam
15 product used for housing insulation. Expanded Polystyrene is a light-weight material, about 95%
16 air. In most cases, expanded polystyrene foam is white and is composed of small, interconnected
17 beads. It is made by combining the chemicals ethylene and benzene, to make a compound known
18 as styrene. The styrene is then treated with other chemicals which cause the styrene molecules to
19 polymerize and then cool prior to molding.

20 Expanded polystyrene food service articles means plates, bowls, cups, containers, lids,
21 trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

22
23 Village facility means any building, structure, or park, owned, operated, or managed by
24 the Village.

25
26 Village property means any land, water, or air rights owned, operated, or managed by the
27 Village.

28
29 Special event permittee means any person or entity issued a special event permit by the
30 Village for special event on Village property or in a Village facility.

31
32 Sec. 15-162. – Prohibitions regarding sale or use by Village contractors and special event
33 permittee.

34 Village contractors and special event permittees shall not sell, use, provide food in, or
35 offer the use of expanded polystyrene food service articles in Village facilities or on Village
36 property. A violation of this section shall be deemed a default under the terms of the Village
37 contract, lease, or concession agreement and is grounds for revocation of a special event permit.
38 This subsection shall not apply to expanded polystyrene food service article used for prepackaged
39 food that have been filled and sealed prior to receipt by the Village contractor or special event
40 permittee.

41
42 Sec. 15-163. – Exclusions.

43 Any Village contract, lease, or concession agreement entered into prior to the effective
44 date of this section or any special event permit issued prior to the effective date of this section
45 shall not be subject to the requirements of this section, unless the Village contractor or special
46 event permittee voluntarily agrees thereto.

1
2 **Section 2.** The provisions of this Ordinance are declared to be severable and if any
3 section, sentence, clause or phase of this Ordinance shall for any reason be held to be invalid or
4 unconstitutional, such decision shall not affect the validity of the remaining sections, sentences,
5 clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative
6 intent that his Ordinance shall stand notwithstanding the invalidity of any part.

7
8 **Section 3.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or
9 parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance
10 are repealed to the extent of such conflict.

11
12 **Section 4.** It is the intention of the Village Council, and it is hereby ordained that the
13 provisions of this Ordinance shall become and made a part of the Code of the Village of
14 Palmetto Bay; that the sections of this Ordinance may be renumbered or re-lettered to
15 accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or
16 other appropriate word.

17
18 **Section 5.** This Ordinance shall be effective immediately upon adoption on second
19 reading.

20
21 First reading: February 16, 2016

22
23 PASSED AND ENACTED this _____ day of April, 2016.

24
25
26 Attest: _____
27 Meighan Alexander
28 Village Clerk

Eugene Flinn
Mayor

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

32
33 _____
34 Dexter W. Lehtinen
35 Village Attorney

36
37 FINAL VOTE AT ADOPTION:

38
39 Council Member Karyn Cunningham _____
40
41 Council Member Tim Schaffer _____
42
43 Council Member Larissa Siegel Lara _____
44
45 Vice-Mayor John DuBois _____
46
47 Mayor Eugene Flinn _____



To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: 13650 SW 82 Court
Rezoning 2nd Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

This item was heard at first reading on March 7, 2016 and was approved without any changes. The remainder of the report regarding this item is as it was submitted on March 7, 2016 as attached as Exhibit A.

RECOMMENDATION:

Approval is recommended.

Attachments:

(Exhibit A) – Report heard at 1st Reading

A blue ink signature of Darby P. Delsalle is written over a horizontal line.

Darby P. Delsalle, AICP
Planning and Zoning Director



To: Honorable Mayor and Village Council

Date: March 7, 2016

From: Edward Silva, Village Manager

Re: 13650 SW 82 Court
Rezoning – 1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

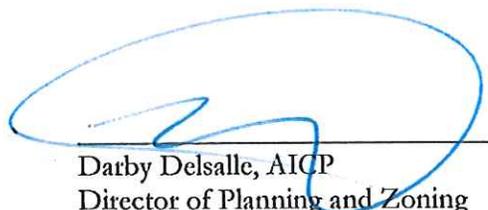
This item was heard during First Reading on February 1, 2016 however, the item was continued for the Regular Council Meeting scheduled on March 7, 2016. During First Reading, the Village Council did not vote to approve or deny the item. Instead the Village Council requested the item to be advertised in a manner similar to a typical zoning application request (ex. site plan, plat, variance, etc.) prior to First Reading occurring. Attached are copies of the postings, mailings, and advertising that were completed for this item (Attachment A). The same procedure will be followed again prior to returning the item for Second Reading. The remainder of the report regarding this item was submitted on February 1, 2016. A copy of the previous report is included (Attachment B).

RECOMMENDATION:

Approval is recommended.

Attachments:

- (A) Postings, mailings, and advertising
- (B) Report submitted on February 1, 2016 Regular Council Meeting



Darby Delsalle, AICP
Director of Planning and Zoning

Manager's Report
for
13650 SW 82 Court Rezoning

ATTACHMENT A



VILLAGE OF PALMETTO BAY NOTICE OF PUBLIC HEARING FOR A PROPOSED ZONING DISTRICT BOUNDARY CHANGE

The Village of Palmetto Bay shall conduct a public hearing to consider an item on first reading on Monday, March 7, 2016, at 7:00 p.m. The hearing shall be held at Village Hall, 9705 East Hibiscus Street, Council Chambers, Palmetto Bay, FL 33157. Discussion and public input will be welcome concerning the following items that may be of interest to your immediate neighborhood.

John Andrew Smith submitted an application for the property, located at 13650 SW 82nd Court (Folio 33-5022-000-0191) is requesting the following:

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP TO REFLECT A DISTRICT BOUNDARY ZONE; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY DISTRICT TO E-M ESTATE MODIFIED; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. [4/5 Vote].

All persons are invited to appear and be heard. The documents pertaining to this public hearing may be inspected during regular working hours at the Department of Planning & Zoning at Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. Inquiries may be directed to the Village Clerk at (305) 259-1234. Any meeting may be opened and continued, and, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall for more information.

Pursuant to Section 286.0105, F.S., if any person decides to appeal any decision by the Village Council with regard to this or any matter, he/she will need to ensure that a verbatim record of the proceedings 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 evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than seven (7) days prior to the proceedings.

**VILLAGE OF PALMETTO BAY
NOTICE OF PUBLIC HEARING**

HEARING NUMBER: VPB-16-003
APPLICANT NAME: John Andrew Smith
FOLIO: 33-5022-000-0191
PROJECT LOCATION: 13650 SW 82nd Court
PALMETTO BAY, FL 33158

REQUEST: Changing .98 acres (+/-), from E-1, Estate Single Family to E-M, Estate Modified Single Family.

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

A PUBLIC HEARING WILL BE HELD MONDAY, MARCH 7, 2016, AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED WITHIN VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE. However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.

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NOTICE OF PUBLIC HEARING**

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PUBLIC NOTICE



PURPOSE

[Illegible text block containing the main notice content]

Manager's Report
for
13650 SW 82 Court Rezoning

ATTACHMENT B



To: Honorable Mayor and Village Council

Date: February 1, 2016

From: Edward Silva, Village Manager

Re: Amendment of Official
Zoning Map for property
located at 13650 SW 82nd CT -
1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

The property in question is located at 13650 SW 82nd Court, consisting of approximately .98 acres, and is in the center of a residential block. In 2009, as part of Ordinance No. 2009-17, the Village adopted its own Official Zoning Map, thus replacing the Miami-Dade Zoning Map. The overall affect, with few exceptions, was the re-labeling of zoning designations throughout the Village in a manner consistent with the Miami-Dade County's designations. During that zoning mapping/adoption process, this section was zoned from EU-1 to E-1. This designation is inconsistent with all of the surrounding properties. As such the applicant is now seeking to realign the zoning of this parcel to be consistent with the surrounding parcels. The property was never platted. It is now the intent of the applicant to plat this property and create two E-M lots consistent with the surrounding neighborhood.

The parcel in question is described as follows:

The South 153 Feet of the North 548 Feet of the W ½ of the East ½ of the NE ¼ of the NW ¼ less the East 25 feet and the West 25 Feet thereof, in Section 22, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida, and containing 42,688 square feet or .98 acres, more or less.

ZONING HEARING HISTORY:

In October 2009, the Village created its Land Development Code and Comprehensive Zoning Map, and re-designated the subject property as E-1 (residential). (Documentation not provided in this back-up as it is voluminous and is existing Code).

NEIGHBORHOOD CHARACTERISTICS:

ZONING	LAND USE DESIGNATION
Subject Property:	
E-1; Estate Single Family Residential	Estate Density Residential
Surrounding Properties:	
NORTH:	
E-M; Estate Modified Single Family	Estate Density Residential
EAST:	
E-M; Estate Modified Single Family	Estate Density Residential
SOUTH:	
E-M; Estate Modified Single Family	Estate Density Residential
WEST:	
E-M; Estate Modified Single Family	Estate Density Residential

ANALYSIS:

The following is a review of the request pursuant to the Village's rezoning criteria found at Section 30-30.7(b), of the Land Development Code. The Background Section and the Analysis is hereby incorporated by reference.

Criteria (1) Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the Village's concurrency management program.

Analysis: The underlying land use designation is Estate Density Residential which permits up to 2.5 units per acre. The E-M zoning fits within that land use density category. The rezoning aligns the property with the zoning of the surrounding properties.

Finding: Consistent.

Criteria (2) Whether the proposal is in conformance with all applicable requirements of Chapter 30.

Analysis: Please see Background Section of this report. The parcel in question is currently zoned differently from all of the properties that surround it. In this case, the parcel was zoned R-1 in 2009. Changing of the parcel's zoning would make it consistent with the surrounding properties and thus, consistent with all requirements of Chapter 30.

Finding: Consistent.

Criteria (3) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether the changes support or work against the proposed change in land use policy.

Analysis: Not applicable. There were no changes to land use policy.

Finding: Consistent.

Criteria (4) Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

Analysis: See Criteria 1 and 2, and the Background Section of this report. The rezoning is consistent with the surrounding uses and will mirror the zoning on all sides if approved.

Findings: Consistent.

Criteria (5) Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: Please see Criteria 1. The proposed rezoning is for .98 acres. Any impact on infrastructure and services would be de minimis. Any impact would be measured at the time of development application.

Finding: Consistent.

Criteria (6) Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer, wildlife habitats, and vegetative communities.

Analysis: The proposed rezoning is on a parcel of land consisting of .98 acres. The site is an in area populated with single family homes. There does not appear to be any significant natural resources at the site.

Finding: Consistent.

Criteria (7) Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: The rezoning is consistent with the surrounding zoning on all four sides.

Finding: Consistent.

Criteria (8) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on land use pattern shall be identified.

Analysis: The rezoning is consistent with the surrounding zoning on all four sides.

Finding: Consistent.

Criteria (9) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of Chapter 30.

Analysis: The rezoning is consistent with the surrounding uses and will mirror the zoning on all four sides.

Finding: Consistent.

Criteria (10) Other matters which the Local Planning Agency or the Village Council in its legislative discretion may deem appropriate.

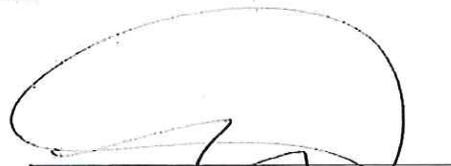
Finding: Decision for the Village Council.

FISCAL/BUDGETARY IMPACT:

No budgetary impact is anticipated at this time.

RECOMMENDATION:

Approval is recommended.



Darby Delsalle, AICP
Director of Planning and Zoning

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP; CHANGING .98 ACRES (+/-), FROM E-1 ESTATE SINGLE FAMILY TO E-M ESTATE MODIFIED SINGLE FAMILY DISTRICT; FOR THE PROPERTY LOCATED AT 13650 SW 82ND COURT BEARING FOLIO 33-5022-000-0191, IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the property in question is located at 13650 SW 82nd Court, consists of approximately .98 acres, and is landlocked by adjoining properties; and

WHEREAS, in 2009, the Mayor and Village Council adopted Ordinance No. 2009-17, which created the Village's Official Zoning Map, thus replacing the Miami-Dade County Zoning Map; and

WHEREAS, in creating the Official Zoning Map, this section was rezoned from EU-1 to E-1, Estate Single Family; and

WHEREAS, the surrounding properties are all zoned E-M; Estate Modified Single Family, and

WHEREAS, pursuant to Chapter 166, Florida Statutes, a change of zoning, otherwise known as a district boundary change, of less than 10 acres, requires a public hearing on second reading, and a Land Planning Agency public hearing prior to approval of the rezoning ordinance; and

WHEREAS, pursuant to Section 163.3174, *Florida Statutes* the Village Council has been designated as the Local Planning Agency for the Village; and

WHEREAS, on _____, 2016, the Local Planning Agency approved the proposed amendment; and

WHEREAS, to approve a rezoning, the request must be consistent with the Village's Comprehensive Plan and a basic finding of compatibility to Code Section 30-30.7(b) must be rendered by the Mayor and Village Council; and

WHEREAS, the Mayor and Village Council, now desire to rezone the property described in Attachment E-1 from Estate Single Family, to E-M, Estate Modified Single Family District.

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

3
4 **Section 1.** In evaluating an application for a rezoning, from E-1 Estate Single Family
5 to, E-M, Estate Modified Single Family for .98 acres (+/-), for the property located at 13650 SW
6 82nd Court bearing folio 33-5022-000-0191, the Palmetto Bay Village Council applied the criteria
7 under 30-30.7(b) of the Village's Code and found the request to be consistent. The map
8 amendment is attached and incorporated by reference herein as Attachment 1.
9

10 **Section 2.** The property that is the subject of the rezoning bears the following legal
11 description:

12 The South 153 Feet of the North 548 Feet of the W ½ of the East ½ of the NE
13 ¼ of the NW ¼ less the East 25 feet and the West 25 Feet thereof, in Section 22,
14 Township 55 South, Range 40 East, lying and being in Miami-Dade County,
15 Florida, and containing 42,688 square feet or .98 acres, more or less.
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18 **Section 3.** The Village Council in compliance with Chapter 166, Florida Statutes,
19 after the first reading approved the request to rezone.
20

21 **Section 4.** All ordinances or parts of ordinances in conflict with the provisions of
22 this ordinance are repealed.
23

24 **Section 5.** If any section, clause, sentence, or phrase of this ordinance is for any
25 reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not
26 affect the validity of the remaining portions of this ordinance.
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28 **Section 6.** **Effective Date.** This ordinance shall take effect immediately upon
29 enactment.
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31 **PASSED and ENACTED** this ____ day of _____, 2016.
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33 First Reading: _____
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35 Second Reading: _____
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39 Attest: _____
40 Meighan Alexander
41 Village Clerk
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Eugene Flinn
Mayor

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

Dexter W. Lhtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Katyn Cunningham _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

Attachment A

Proposed & Existing Zoning

Proposed Zoning for 13650 SW 82 CT



0 100 200
Feet
Created: 1/10/2016



AG



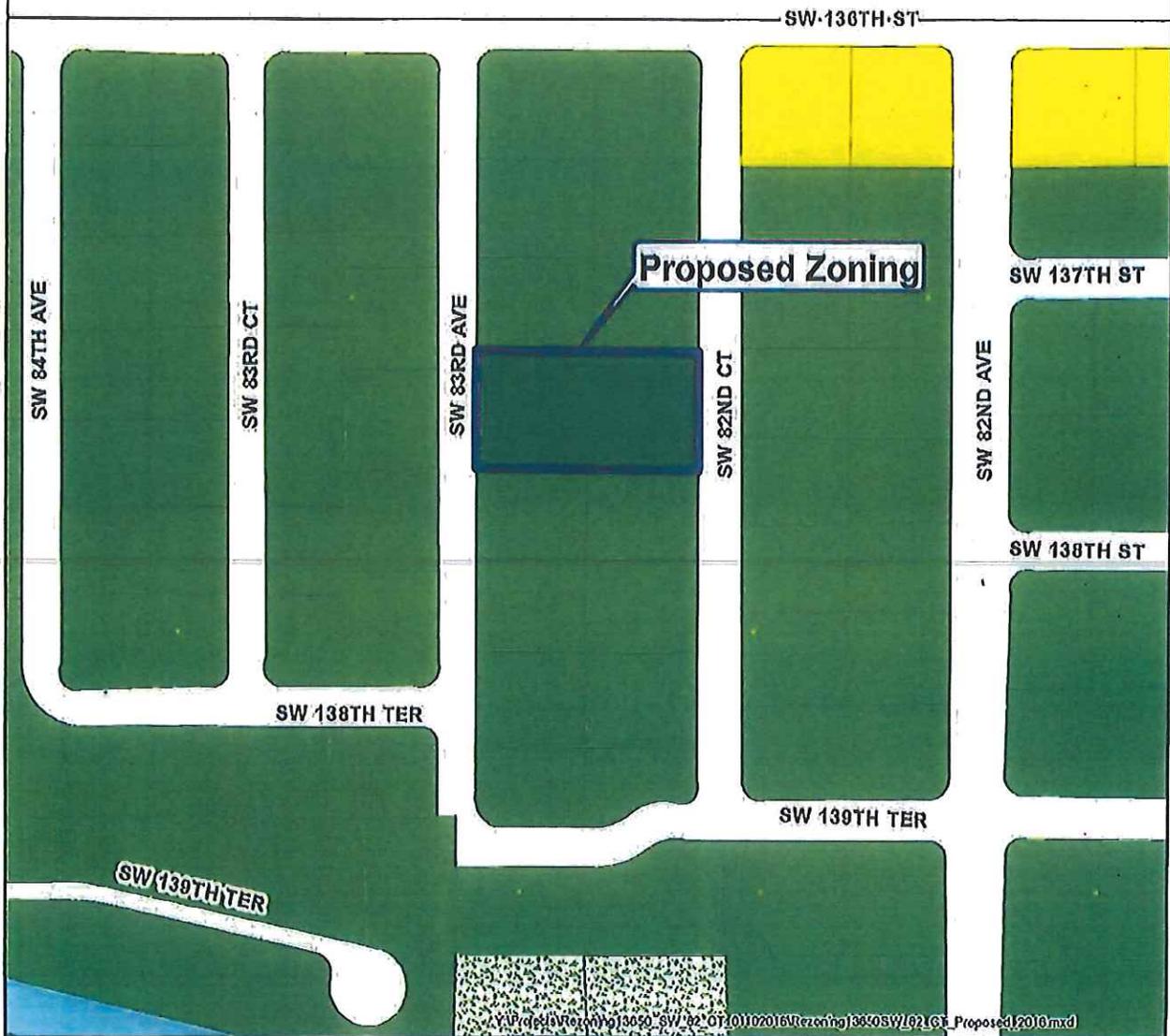
E-M



E-1



Water



Existing Zoning for 13650 SW 82 CT



0 100 200
Feet
Created: 1/10/2016

AG
E-1

E-M
Water



Application

John Andrew Smith & Hollub Homes
9771 South Dixie Highway
Pinecrest, FL 33156



Village of Palmetto Bay
Department of Planning and Zoning
Re: Letter of Intent for Zoning Hearing

Dear Department of Planning and Zoning,

Our company, Hollub Homes, contract purchaser, on behalf of the property owner, John Andrew Smith, requests a distinct boundary change on property located within Palmetto Bay, Miami-Dade County,

Subject Property Information:

Folio Number: 33-5022-000-0191

Address: 13650 SW 82 CT,
Palmetto Bay, FL 33158

Acreage: .98 acres or 42,689 SQ FT

RECEIVED
Zoning Department
11/30/15
Village of Palmetto Bay
Building & Zoning Department
By: [Signature]

Our intention is to split the existing property, currently zoned E-1, into two E-M lots of similar size to conform with adjacent and nearby property zoning. The request, therefore, is to change the subject property's zoning from E-1 to E-M. Our project will involve the demolition of the existing single family home, built in 1947, in order to build two new single family homes. Based on surveys provided, no variance is needed or requested. The request complies with the future land use map designation of estate density residential development of up to 2.5 units per acre.

Our company, Hollub Homes, is a 61 year old, third generation family business based in Pinecrest, but with strong ties to the Palmetto Bay community. Our company has built many homes and communities in Palmetto Bay over the years, including Pine Bay South and Lychee Grove.

Should you have any questions, please contact our office:

Hollub Homes
9771 South Dixie Highway
Pinecrest, FL 33156
(305) 665-4275

Best,
Aaron Hollub
Vice President - Hollub Homes



SEC: TWP: RGR:

RECEIVED
Zoning Department

11/30/15

Village of Palmetto Bay
Building & Zoning Department

ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

By: *(Signature)*

LIST ALL FOLIO #S: 33-5022-000-0191 Date Received _____

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

John Andrew Smith

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 5330 Nagami Drive
City: WINDERMERE State: FL Zip: _____ Phone#: _____

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): John Andrew Smith
5330 Nagami Drive
City: WINDERMERE State: FL Zip: 34786 Phone#: _____

4. CONTACT PERSON'S INFORMATION:

Name: Company: Arion Hollis - Hollis Homes
City: Pincrest State: FL Zip: 33156 Cell Phone#: 305-987-9324
Phone#: 305-665-4275 Fax#: _____ E-mail: Arion@HOLLISHOMES.COM

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

The south 153 Feet of the North 548 Feet of the
W-1/2 of the E-1/2 of the NE-1/4 of the NW-1/4,
less the East 25 feet AND the West 25 feet thereof,
In Section 22, Township 55 South, Range 40 East,
Lying AND Being in Dade County, Florida.

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

13650 SW 82nd Court, Miami, FL 33158

7. SIZE OF PROPERTY (In acres): .98 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property: acquired leased: June, 1973 9. Lease term: _____ years
(month & year)

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? yes no If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto? no yes (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: _____

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

District Boundary(zone) Changes [Zone(s) requested]: Convert property to 2 equally sized e-m lots.
(Provide a separate legal description for each zone requested)

Unusual Use: _____

Use Variance: _____

Non-Use Variance: _____

Alternative Site Development: Option: _____

Special Exception: _____

Modification of previous resolution/plan: _____

Modification of Declaration or Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? no yes. If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? no yes. If yes, give name to whom the violation notice was served; and describe the violation:

16. Describe structures on the property: Single family home, detached porch and pool

17. Is there any existing use on the property? no yes. If yes, what use and when established?
Use: _____ Year: _____

Planning Staff Use Only

Base Fee	Reviewed and Accepted by	Date
Receipt No.	Deemed Complete By	Date



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APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn, depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), Jennifer Smith, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Jennifer Smith (POA)
Signature

Chontay Clark
Signature



GHONTAY A. CLARK
MY COMMISSION # FF897763
EXPIRES July 09, 2019
FloridaNotary.com

Sworn to and subscribed to before me this 15th day of October, 2015.

Notary Public: 07-09-2019
Commission Expires:

CORPORATION AFFIDAVIT N/A

(I) (WE), _____, being first duly sworn, depose and say that (I am) (we are) the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

Authorized Signature

Office Held

(Corp. Seal)

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

PARTNERSHIP AFFIDAVIT N/A

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

ATTORNEY AFFIDAVIT N/A

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature

Sworn to and subscribed to before me This _____ day of _____

Notary Public: _____
Commission Expires: _____

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 854-5353.

Jennifer Smith, POA
(Applicant's Signature)

Jennifer Smith
(Print Name)

Sworn to and subscribed before me this 15 day of October, 2015. Affiant is personally known to me or has produced personally known as identification.

(Notary Public)

My commission expires 07-09-2019

FORM ZH-0107-04



OWNERSHIP AFFIDAVIT
FOR
INDIVIDUAL

STATE OF Florida
COUNTY OF Miami-Dade

Public Hearing No. _____

Before me, the undersigned authority, personally appeared Jennifer Smith
hereinafter the Affiant, who being first duly sworn by me, on oath, deposes
and says:

1. Affiant is the fee owner of the property that is the subject of the proposed hearing.
2. The subject property is legally described as:

THE SOUTH 163 FEET OF THE NORTH 640 FEET OF THE W-1/2 OF THE E-1/2 OF THE NE-1/4 OF THE NW-1/4,
LESS THE EAST 25 FEET AND THE WEST 26 FEET THEREOF, IN SECTION 22, TOWNSHIP 55 SOUTH, RANGE 40
EAST, LYING AND BEING IN DADE COUNTY, FLORIDA.

3. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Sharon Shelton
Print Name

[Signature]
Signature

Annea Wierfink
Print Name

Jennifer Smith (POA)
Affiant's signature

Jennifer Smith
Print Name

Sworn to and subscribed before me on the 15th day of October, 2015.

Affiant is personally known to me or has produced Personally from identification.

Notary

(Stamp/Seal)
Commission Expires:



DURABLE POWER OF ATTORNEY

NOTE: A THIRD PARTY WHO IMPROPERLY REFUSES TO ACCEPT THIS POWER OF ATTORNEY WILL BE LIABLE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY PURSUANT TO F.S. 709.2120 .

I, JOHN A. SMITH, a/k/a JOHN ANDREW SMITH, as of this June 13, 2013, hereby appoint JENNIFER MARIE SMITH, my daughter, as my true and lawful attorney-in-fact ("my Agent"), to act for me and in my name and on my behalf to exercise the powers listed in this instrument. Except as otherwise provided in the Florida Power of Attorney Act (Fla. Stat. Ch. 709), my Agent may exercise these powers independently and without the approval of any court. My Agent, however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution.

Successors. If at any time my Agent named above fails or ceases to serve as my attorney-in-fact, I appoint STEPHEN MICHAEL SMITH, my son, as my attorney-in-fact.

All successor Agents will have the rights, powers, privileges and discretions specified in this instrument while they are serving as my attorney-in-fact.

Third Parties. Any third party to whom this power of attorney is presented may rely upon an affidavit by my Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power.

Durable Power. This durable power of attorney will not be affected by my subsequent incapacity except as provided in Chapter 709 of the Florida Statutes. It is my specific intent that the power conferred on my Agent will be exercisable from the date of this instrument, notwithstanding my subsequent disability or incapacity, except as otherwise specifically provided by statute.

My Agent will have the following powers and duties:

GENERAL AUTHORITY

1. To manage all assets and properties belonging to me or in which I have any interest, and

DURABLE POWER OF ATTORNEY

to expend whatever funds my Agent deems proper for the preservation, maintenance, or improvement of those assets or properties.

2. To exercise all powers even though my Agent may also be acting individually or on behalf of any other person or entity interested in the same matters (as more fully set forth in the Additional Provisions section).
3. To seek on my behalf the assistance of a court or other governmental agency to carry out an act authorized in this power of attorney and to enforce the exercise of these powers granted to my Agent.
4. To execute, acknowledge, seal, deliver, file, or record any instrument or communication the Agent considers desirable to accomplish a purpose of a transaction, including creating at any time a schedule listing some or all of my property and attaching it to the power of attorney;
5. To exercise any authority reasonably necessary to give effect to an express grant of specific authority in this power of attorney.
6. To the extent not limited under the law of the jurisdiction in which this power of attorney is presented, to take all other actions as may be necessary or appropriate for my personal well-being and the management of my affairs, as fully and as effectively as if made or done by me personally.

REAL PROPERTY

To manage and conserve any real property, or any interest or incidents in real property, on my behalf as stated below. Such property and incidents in property include any interest in homestead property, mineral rights, and cooperative apartments. I give my Agent the following powers:

7. To receive, buy, sell, exchange, lease, encumber, and convey such property; to impose restrictions and covenants; to grant options, releases, and easements, including for public use; to adjust boundaries; and to partition or consent to partitioning, subdivide, apply for zoning or other governmental permits, plat or consent to platting, and engage in development activities for such property; further to do everything necessary to transfer, assign, convey, and deliver any interest I may have in property owned by me (real or personal, tangible or intangible), including, but not limited to, my homestead property as such property is defined by Florida law as amended, to any person or entity, including, but not limited to a trust, such as a revocable or irrevocable trust, or entity, such as a limited liability company, corporation, professional association, partnership, limited partnership, or limited liability limited partnership.
8. To pay or contest any taxes due on such property, and to receive refunds.
9. To engage in any form of litigation regarding the possession, ownership or liability involving such property, including foreclosure on a mortgage, or enforcement of a

DURABLE POWER OF ATTORNEY

contract for sale (including specific performance).

10. To create or receive a security interest in such property, and to satisfy a mortgage.
11. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
12. To insure the property against liability or casualty or other loss, and to maintain, repair or alter such property, including removing or erecting structures on the property.
13. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
14. To join with other persons with whom I own property as joint tenants with right of survivorship or as tenants by the entireties in any transaction regarding that property.
15. With respect to income-producing real property, my Agent will have the powers:
 - a. To retain and operate the property for as long as advisable;
 - b. To control, direct, and manage the property, determining the manner and extent of my Agent's active participation in these operations, and to hire one or more supervisors for the property;
 - c. To hire and discharge employees, fix their compensation, and define their duties;
 - d. To invest funds in other land holdings and to use those funds for all improvements, operations, or similar purposes;
 - e. To retain any of the net earnings for working capital and other purposes as advisable in conformity with sound and efficient management; and
 - f. To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the property.

TANGIBLE PERSONAL PROPERTY

To manage and conserve any tangible personal property, or any interest in tangible personal property, including exempt property, on my behalf, as follows:

16. To receive, buy, sell, exchange, or otherwise dispose of such property, even if without consideration.
17. To pay or contest any taxes due on such property, and to receive refunds.
18. To engage in any form of litigation regarding the possession, ownership or liability involving such property.
19. To create or receive a security interest in or grant options regarding such property.

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20. To lease or sublease such property; any such lease will be valid and binding for its full term even if it extends beyond the duration of this power of attorney.
21. To insure, store, move, maintain, repair or alter such property.
22. If not prohibited in this instrument, to change the form of title of such property, including contribution into a business entity in exchange for an interest in that entity.
23. To surrender possession of such property to me or to members of my family without liability for wear, tear, and obsolescence of the property.

INVESTMENTS

24. To invest in assets, securities, or interests in securities of any nature, whether domestic or foreign markets, including (without limit) stocks, bonds, mutual funds, index funds, or investment funds, including common trust funds, provided such securities are traded on a regulated exchange.
25. To establish or maintain and to trade in credit or margin accounts (whether secured or unsecured), and to pledge assets for that purpose.
26. To hold funds uninvested for such periods as the Agent deems prudent, and to invest in any assets the Agent deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Agent acts in good faith.
27. To trade in commodities, options, futures, precious metals, and currencies, provided such items are traded on a regulated exchange.
28. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at my expense, whether or not such Custodian is an affiliate of an Agent; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Agent may direct, all as permitted in Fla. Stat. Chapter 709. While such securities are in the custody of the Custodian, the Agent will be under no obligation to inspect or verify such securities, nor will the Agent be responsible for any loss by the Custodian.
29. To employ any investment management service, financial institution, or similar organization to advise the Agent; to handle investment of my assets; and to render all accountings of funds held on my behalf under custodial, agency, or other agreements. If the Agent is an individual, these costs may be paid from my assets in addition to compensation payable to the Agent.
30. To receive and hold certificates and other evidences of ownership with respect to stocks and bonds, or to hold such securities in street certificates or in a book entry system.

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31. To exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.
32. To the extent not limited in the Special Transactions section, to apply for, fund, modify, withdraw from, or terminate a qualified tuition plan authorized under 26 USC §529, or its successor provisions, for any of my descendants, including the right to combine accounts, to transfer an account from one state to another, to redirect the investment of the account (to the extent permitted by law), or to change the designated beneficiary of the plan.
33. To conduct investment transactions as provided in Fla. Stat. §709.2208(2).

FINANCIAL MATTERS

34. To collect, receive, and receipt for any and all sums of money or payments due or to become due to me.
35. To continue, establish, modify, or terminate an account, credit or debit card, electronic transfer authorization, or other banking arrangement with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, insurance company, or other financial institution selected by the Agent.
36. To make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper.
37. To deposit to or withdraw from, by check, order, electronic funds transfer, wire transfer, or otherwise, money or property of mine held by a financial institution.
38. To receive statements of account, notices, and similar documents from a financial institution and act with respect to them; to contract with a financial institution for services, including renting a safe deposit box or space in a vault.
39. To enter any safe deposit box or vault on which I am a signer and withdraw or add to the contents.
40. To adjust, renew or extend the time of payment of commercial paper, a debt owed to me, a debt I owe, or a debt guaranteed by me, or any other financial transaction.
41. To borrow money on my behalf and pledge as security my personal property; to apply for, receive, and use letters of credit from a financial institution, and give an indemnity or other agreement in connection with them.
42. To conduct banking transactions as provided in Fla. Stat. §709.2208(1).

BUSINESSES AND CONTRACTS

43. To act for me in any business or enterprise, including sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations (each referred to as an

DURABLE POWER OF ATTORNEY

"Entity"), in which I am now or have been engaged or interested.

44. To change the form of organization or governing jurisdiction under which an Entity is operated, or its name, or any of the above, and to continue any unincorporated business that the Agent determines is not advisable to incorporate.
45. To buy, sell, enlarge or reduce my ownership interest in any Entity, and to contribute additional capital into an Entity in which I have an interest.
46. To enter into an ownership agreement with other persons to take over all or part of the operation of an Entity.
47. To establish the value of an Entity under a buy-sell agreement to which I am a party, and to enforce the terms of any agreement relating to ownership (or sale) of an interest in an Entity.
48. To participate in any type of liquidation or reorganization of any enterprise.
49. To vote and exercise all rights and options, or empower another to vote and exercise those rights and options as permitted by law, concerning any interests in an Entity, in securities, or in other assets; to enter into or approve agreements for merger, reorganization, conversion, domestication or equivalent transactions with respect to any Entity; and to enter into voting trusts and other agreements or subscriptions.
50. To exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option I have as the holder of stocks and bonds;
51. To compromise, arbitrate, or otherwise adjust claims in favor of or against any Entity in which I have an interest.
52. Except as otherwise provided under Fla. Stat. Chapter 709 relating to contracts for personal services, to contract with any person or Entity for any purpose, and to perform that contract; to agree to any termination, release, rescission or modification of any contract or agreement.

INSURANCE, ANNUITIES, AND RETIREMENT FUNDS

For purposes of this section, a "Contract" means a contract of insurance on my life, a contract of insurance regarding my disability or long term care, or an annuity (however denominated). A "Plan" means a retirement plan or account created by an employer, by me, or by another person to provide retirement benefits or deferred compensation for me as a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code (as amended from time to time): an individual retirement account under §§408, 408A, or 408(q); an annuity or mutual fund custodial account under §403(b); a pension, profit-sharing, stock bonus, or other retirement plan qualified under §401(k); a plan under §457(b), and a nonqualified deferred compensation plan under §409A. To the extent not limited in the Special Transactions section, I give my Agent the following powers:

DURABLE POWER OF ATTORNEY

53. To continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a Contract, whether or not I am a beneficiary under the contract, and whether owned by me or obtained by my Agent;

54. To procure new Contracts for me and any member of my family;

55. To exercise the following rights for Contracts:

- a. To obtain a loan secured by a Contract or to borrow against its value;
- b. To surrender a Contract and receive its cash surrender value;
- c. To exercise any election available under that Contract;
- d. To exercise investment powers, if applicable;
- e. To change the manner of paying premiums and to select the form and timing of the payment of proceeds;
- f. To change or convert the Contract to another type;
- g. To sell, assign, or otherwise transfer the Contract.

56. To obtain property, casualty, liability or any other insurance for me and my property.

57. With respect to a Plan, I give my Agent the following powers:

- a. To select the form and timing of payments and withdraw benefits from the Plan; To make rollovers, including a direct trustee-to-trustee rollover, of benefits from one Plan to another;
- b. To establish a Plan in my name;
- c. To make contributions to a Plan;
- d. To exercise investment powers, if applicable;
- e. To borrow from, sell assets to, or purchase assets from a Plan.

ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS

To the extent not limited in the Special Transactions section, to act for me regarding any trust, probate estate, guardianship, conservatorship, escrow, custodianship or fund in which I may have a right or beneficial interest, including:

58. To make an election on my behalf for me to receive an elective share, if any, as provided by Florida law as amended from time to time.

59. To exercise for my benefit a presently exercisable general power of appointment.

60. To transfer property to the trustee of a trust created by me or for my benefit.

61. To accept, receipt for, sell, assign, pledge, or exchange my interest; to reject or disclaim, or consent to a modification of, my interest.

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62. To initiate and pursue litigation, including settlement, compromise, or alternative dispute resolution, regarding my interest, including a determination of the meaning, validity, or effect of a deed, Will, declaration of trust, or other instrument or transaction affecting my interest, or to remove, substitute, or surcharge a fiduciary.

CLAIMS AND LITIGATION

63. To sue in my name and behalf for the recovery of any and all sums of money or other things of value, payments due or to become due to me, or damages I have sustained or will sustain; to seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; and to collect, hold and disburse any property received in satisfaction of judgments.
64. To initiate or participate in adjustments of claims, either by me or against me, including submission to alternative dispute resolution, and to settle or compromise such claims.
65. To participate and bind me in any litigation, including: to waive or accept service of process on my behalf; to appear for me; to agree to stipulations or admission of facts on my behalf (other than a representation as to my personal knowledge); to verify pleadings, seek appellate review, procure and give surety and indemnity bonds, authorize and pay for records and briefs; to receive, execute, and file a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument; and to make or accept a tender or offer of judgment.
66. To pay any and all bills, accounts, claims, and demands now or hereafter payable by me, including a judgment, award, order or settlement made in connection with a claim or litigation.
67. To assert and maintain before a court or administrative agency a claim for relief or cause of action, or to seek an injunction, specific performance, or other relief.
68. To act for me with respect to any bankruptcy or insolvency concerning me or some other person, or with respect to a reorganization or receivership which affects my interest in any property.

PERSONAL AND FAMILY MATTERS

69. To demand, obtain, review, and release to others medical records, documents, or communications protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). I designate my Agent as my personal representative under HIPAA. My Agent may also enforce any or all of the privileges listed above.
70. To nominate on my behalf a person (including my Agent) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my legal

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capacity,

71. To receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.
72. To access communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means.
73. To access my accounts involving web-based communications, such as email, memberships in organizations or commercial enterprises, and social media, all of which require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing.
74. To the extent not limited in the Special Transactions section, to continue or discontinue my membership in any club, religious institution, society, order, or other organization (whether individual or family) and to continue or discontinue payment of dues, fees, or contributions to those organizations.
75. Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.
76. To hire and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments) without liability for any act of those persons, if they are selected and retained with reasonable care. An Agent may serve in one or more of these capacities and be compensated separately for the services in each.
77. To discharge (with or without cause) any person hired by me (or on my behalf), by the Agent, or by any prior Agent, including but not limited to, the categories of persons named above, and physicians, nurses, care-givers, and domestics.
78. To make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which I am a party.

GOVERNMENT BENEFITS AND ACTIONS

This section deals with benefits or actions from or relating to any branch or department of the United States government, any state government, or any foreign government, whether or not recognized by the United States, including without limitation, the Social Security Administration, the Department of Veterans Affairs, the Internal Revenue Service, Medicare or Medicaid, and any government department providing payments or grants. I give my Agent the following powers:

79. To file or process claims, and receive payment for any amounts due me under Social Security, or as payments for retirement under the Civil Service Administration, the Railroad Retirement Act, any plan sponsored by a state (or a subdivision of a state) of the United States, or any branch of the military.

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80. To enroll in, apply for, select, reject, change, amend, or discontinue, on my behalf, a benefit or program, and to receive and endorse for deposit in any account any payments that I receive from a governmental source.
81. To file or process claims, and receive payment for medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from Blue Cross/Blue Shield, Humana, United Health Care, CHAMPUS, or any other insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.
82. To prepare, execute, and file a record, report, or other document to safeguard or promote my interest under a federal or state statute or regulation; to communicate with any representative or employee of a government or governmental subdivision, agency, or instrumentality, on my behalf.
83. To create, fund, and maintain an Income Trust pursuant to 42 USC §1396(d)(4)(B) in order to qualify me or retain my eligibility for Medicaid or any other public assistance benefits.

TAXES

84. To represent me before any office of the Internal Revenue Service or any state agency, to receive confidential information regarding all tax matters for all periods, whether before or after the execution of this instrument, and to make any tax elections on my behalf.
85. To prepare, sign and file any tax return on my behalf including income, gift, payroll, property, Federal Insurance Contributions Act, claims for refund and other tax returns or other tax-related documents, including receipts, offers, waivers, consents, and agreements.
86. To pay taxes due, collect refunds, post bonds, receive confidential information, and contest assessments, deficiencies, fines, or penalties determined by the Internal Revenue Service or any other taxing authority.
87. To execute on my behalf any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years.

SPECIAL TRANSACTIONS

Certain transactions under this power of attorney may profoundly affect my existing estate plan and therefore require a separate authorization for my Agent to engage in them. By initialing next to any items within the respective numbered paragraphs in this Special Transactions section, I grant my Agent the authority stated in that paragraph with respect to the item initialed. If I have not initialed an item, my Agent is not authorized to take that action.

88. Gifts. I authorize my Agent to make gifts of my property outright, or for the benefit of, the persons specified below, including by the exercise of any presently exercisable

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general power of appointment which I hold or acquire. For these purposes, a gift "for the benefit of" a person includes a gift to a trust in which that person is a beneficiary, to a custodial account under a state version of the Uniform Transfers (or Gifts) to Minors Act, and to a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code §529. Unless I have provided otherwise in this instrument, gifts made to different donees need not be equal in amount, character or timing. Gifts may be made only to:

- Yad my children and other descendants
- _____ other members of my family, other than those listed above
- Yad my Agent, despite any limitation under Fla. Stat. §709.2202(2)
- _____ any organization qualifying for a gift tax charitable deduction which I have supported or which my Agent, in said Agent's discretion, believes I would support
- _____ all of the above in this paragraph.

The gifts to the persons I have specified above, if any, may be made in the following amounts:

- _____ in an amount not to exceed \$-0- per donee, subject to my Agent's sole and absolute discretion.
- _____ in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code §2503(b) (annual exclusion)
- _____ any amounts qualifying for federal gift tax exclusion under Internal Revenue Code §2503(e) (medical and educational exclusions)
- _____ in an aggregate amount not to exceed my Applicable Exclusion Amount as provided in Internal Revenue Code §2010(c)
- Yad for estate planning purposes, in unlimited amounts
- _____ my Agent may NOT make any gifts of my property or exercise any powers of appointment I may hold. (I understand this limitation may have unintended or undesirable effects, but I choose it anyway.)

89. Trusts. I authorize my Agent to deal with trusts created by me, for me, on my behalf, or in connection with gifts from me to others as provided in the paragraph above authorizing gifts, as follows:

- _____ To create an inter vivos trust, whether revocable or irrevocable, in which I am a beneficiary
- _____ To the extent permitted in the trust agreement, to amend, revoke, or terminate a

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trust of which I am a beneficiary, or transfer the assets of such a trust into another trust under which I am a beneficiary

_____ To create, amend, or revoke trusts for the benefit of others

_____ To participate in either judicial or nonjudicial modification of a trust as permitted in Fla. Stat. Chapter 736

YH _____ all of the above in this paragraph.

90. Survivorship and Other Designations. My Agent may create or alter the nature of accounts in which I have an interest, as follows:

YH _____ To create or change rights of survivorship in accounts or other assets in which I have an interest.

YH _____ To change a beneficiary designation for any accounts or financial instruments, including life insurance policies, annuities, or retirement accounts of any nature

YH _____ To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan of any nature

91. Disclaimers. My Agent may disclaim interests in property on my behalf as follows:

_____ Disclaim any interest in property I might otherwise receive, either outright or in trust

_____ Disclaim any powers I have over property or as a beneficiary of any trusts (excluding any powers I possess in a fiduciary capacity)

_____ Disclaim any powers of appointment I have or may acquire, excluding any testamentary power of appointment that I currently exercise in my Last Will and Testament

ADDITIONAL PROVISIONS

Protection for Agent. I understand, acknowledge and anticipate that many of my Agent's actions taken pursuant to specific grants of authority in this instrument could involve said Agent in conflicts of interest (created either by me or by my Agent), or call into question my Agent's apparent loyalty to me, or both. This might result from the totality of the circumstances facing the Agent at that time, or by virtue of the Agent's specific actions that might create the conflict of interest. I want my Agent to be free to act in my interest without concern over questionable lawsuits. Therefore, so long as my Agent acts in good faith, said Agent will be protected as follows:

a. My Agent does not have an affirmative duty to act under this power of attorney and will

DURABLE POWER OF ATTORNEY

not be liable for any claim or demand arising out of said Agent's good faith acts or omissions, except for actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney.

- b. My Agent may have competing interests for said Agent or the Agent's affiliates, and I waive any express duty of loyalty imposed under Fla. Stat. §709.2114(2).
- c. My Agent may have a conflict of interest as provided in Fla. Stat. §709.2116. Despite that section, my Agent may undertake a transaction on my behalf even if another party to that transaction is: (i) a business or trust controlled by my Agent, or of which an Agent, or any director, officer, or employee of a Corporate Agent, is also a director, officer, or employee; (ii) an affiliate or business associate of my Agent; or (iii) an Agent acting individually. This exception also extends to any relative of such a party.
- d. I fully indemnify my Agent out of my assets and my estate for any actions brought against said Agent, and damages said Agent sustains, including attorneys' fees and costs, that have as a basis my Agent's actions or inactions resulting in both a claim for breach of fiduciary duty and actual damages to me or my estate, but this protection does not extend to actions or omissions resulting from my Agent's dishonesty, improper motive, or reckless indifference to the purposes of this power of attorney.
- e. My Agent will not be liable for any actions by a predecessor agent if the Agent does not participate in or conceal the action. An Agent is not required to review the actions of a predecessor agent, absent actual knowledge by the Agent of wrongdoing.

Compensation and Expenses. My Agent will be entitled to reasonable compensation and reimbursement for all expenses reasonably incurred by said Agent on my behalf.

Foreign Accounts. Despite any power granted to the Agent in this instrument or under law, my Agent may not exercise any power over, or transact any business with respect to, an account in a foreign country, as defined in 31 CFR 1010.350(o) and 1010.350(d), unless the Agent expressly and specifically accepts such authority in writing.

Delegation of Powers. My Agent may not delegate the powers given as my attorney-in-fact, except as follows:

- a. To grant a transfer agent or similar person the authority to register securities in my name or the name of a nominee.
- b. For investment management purposes as provided in Fla. Stat. §518.112.

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- c. To any other person, as may be permitted under the law of another jurisdiction in which this instrument is presented.

Suspension of Rights and Duties. All powers granted to an Agent will be suspended immediately if he or she becomes disabled. For these purposes, an Agent's disability is determined as follows:

- a. If an Agent is determined to be incapacitated by a court having jurisdiction.
- b. In the absence of a judicial determination, and if the majority of my children reasonably believe that an Agent is suffering from any mental or physical incapacity that would affect his or her ability to manage my affairs, and if they obtain written confirmation of that opinion from that Agent's physician, those persons shall give that Agent written notice to that effect. Upon delivery to the Agent of that written notice, all powers of that Agent as my attorney-in-fact will be suspended until his or her legal capacity is determined by a court, until his or her physician determines the Agent is no longer disabled, or until the persons entitled to give such written notice rescind it.
- c. If an Agent fails to sign a release of relevant medical information necessary to determine his or her capacity, that Agent will be suspended for 30 days after the request for such a release is delivered to him or her by the persons described above. If the Agent consents to the release of relevant medical information, and is determined not to be disabled, he or she may elect to resume service as Agent by giving written notice to me and to the persons named above.

Use of Copies. As provided in Fla. Stat. §709.2106, a photocopy or electronic copy of this power is sufficient for its exercise.

Partial Invalidity. If any part of this power of attorney is declared invalid or unenforceable, that decision will not affect the validity of the remaining parts.

Limitation on actions of Agent. No Agent may participate in an action to the extent that a payment or distribution pursuant to that action would discharge a legal support obligation of that Agent. No Agent who is the insured of any insurance policy that I own may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by another Agent, if any.

AFFIDAVIT BY ATTORNEY-IN-FACT

Before me, the undersigned authority, personally appeared JENNIFER MARIE SMITH, ("Affiant"), who swore or affirmed that:

- 1. Affiant is the attorney-in-fact named in the Durable Power of Attorney executed by JOHN A. SMITH (the "Principal") on June 13, 2013.
- 2. This Durable Power of Attorney is currently exercisable by Affiant. The Principal is domiciled in Florida.
- 3. To the best of Affiant's knowledge after diligent search and inquiry:
 - a. The Principal is not deceased; and
 - b. The Durable Power of Attorney has not been revoked; partially or completely terminated by adjudication of incapacity of the Principal or by the occurrence of an event referred to in the Durable Power of Attorney; or suspended by initiation of proceedings to determine the incapacity of the Principal,
- 4. Affiant is acting within the scope of authority granted in the Power of Attorney.
- 5. Affiant agrees not to exercise any powers granted by the Durable Power of Attorney if Affiant learns that any averment in Section 3a or 3b is no longer accurate.

Jennifer Marie Smith
JENNIFER MARIE SMITH 8/2/13

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on June 13, 2013, by JENNIFER MARIE SMITH who personally appeared before me, is personally known to me or presented a driver's license as identification and did take an oath.

[SEAL]



Johnathan Franco
State of Florida
MY COMMISSION # EE 065060
Expires: January 14, 2017

Johnathan Franco
Notary Public - State of Florida

PROPOSED
ORDINANCE

1
2 **Section 1.** In evaluating an application for a rezoning, from E-1 Estate Single Family
3 to, E-M, Estate Modified Single Family for .98 acres (+/-), for the property located at 13650 SW 82
4 Court bearing folio 33-5022-000-0191, the Palmetto Bay Village Council applied the criteria under
5 30-30.7(b) of the Village's Code and found the request to be consistent. The map amendment is
6 attached and incorporated by reference herein as Attachment 1.

7
8 **Section 2.** The property that is the subject of the rezoning bears the following legal
9 description:

10 The South 153 Feet of the North 548 Feet of the W ½ of the East ½ of the NE ¼
11 of the NW ¼ less the East 25 feet and the West 25 Feet thereof, in Section 22,
12 Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida,
13 and containing 42,688 square feet or .98 acres, more or less.

14
15
16 **Section 3.** The Village Council in compliance with Chapter 166, Florida Statutes, after
17 the first reading approved the request to rezone.

18
19 **Section 4.** All ordinances or parts of ordinances in conflict with the provisions of this
20 ordinance are repealed.

21
22 **Section 5.** If any section, clause, sentence, or phrase of this ordinance is for any reason
23 held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the
24 validity of the remaining portions of this ordinance.

25
26 **Section 6. Effective Date.** This ordinance shall take effect immediately upon
27 enactment.

28
29 **PASSED and ENACTED** this ____ day of _____, 2016.

30
31 First Reading: _____

32 Second Reading: _____

33
34 Attest: _____

35 Meighan Alexander
36 Village Clerk

Eugene Flinn
Mayor

37
38
39 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
40 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

41
42 _____
43 Dexter W. Lehtinen
44 Village Attorney

1
2 FINAL VOTE AT ADOPTION:
3
4 Council Member Karyn Cunningham _____
5
6 Council Member Tim Schaffer _____
7
8 Council Member Larissa Siegel Lara _____
9
10 Vice-Mayor John DuBois _____
11
12 Mayor Eugene Flinn _____
13
14