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, May 2, 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. Recognition of Public Services Week
B. Proclamation - Water Safety Month

4. APPROVAL OF MINUTES

A. Local Planning Agency Meeting of March 7, 2016
B. Regular Council Meeting of April 4, 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 $16,284; AND PROVIDING FOR AN EFFECTIVE DATE.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONDEMNING THE INVIDIOUS AND DISCRIMINATORY LEGISLATION RECENTLY ADOPTED BY THE STATE OF NORTH CAROLINA; SUPPORTING THE LGBT COMMUNITY; AND PROVIDING AN EFFECTIVE DATE (Sponsored by Mayor Eugene Flinn.)

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE CANDIDACY FOR THE LOCATION OF THE UNITED STATES AIR FORCE'S RESERVE-LED F-35A LIGHTNING II UNITS TO BE BASED AT THE HOMESTEAD AIR RESERVE BASE; PROVIDING FOR TRANSMITTAL TO INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn).

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO EXPEDITE PHASE II OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT SO THAT PLANNING FOR PHASE II MAY COMMENCE AS SOON AS POSSIBLE AND TO TAKE ALL NECESSARY ACTIONS TO COMPLETE PHASE I OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT; PROVIDING FOR TRANSMITTAL TO INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn).

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO PAVEWAY SYSTEMS INC. FOR THE PURPOSES OF INSTALLING A STAMPED ASPHALT CROSSWALK AT THE INTERSECTION OF SW 77TH AVE AND SW 152ND STREET IN AN AMOUNT NOT TO EXCEED $23,412.12; AND PROVIDING FOR AN EFFECTIVE DATE.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING SUBMISSION OF AN APPLICATION TO THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM THROUGH THE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A ROADWAY IMPROVEMENT FEASIBILITY STUDY AND COST ANALYSIS STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON SW 168TH ST BETWEEN US-1 AND OLD CUTLER RD WITH FOCUS ON THE INTERSECTION OF SW 168TH ST AND SW 82ND AVE AND NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO SOUTHWOOD MIDDLE SCHOOL AND PERRINE ELEMENTARY SCHOOL IN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH MARLIN ENGINEERING, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC FEASIBILITY STUDY INCLUSIVE OF BIKE LANES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $57,867.50; AND PROVIDING FOR AN EFFECTIVE DATE.

7. VILLAGE MANAGER'S REPORT

A. Village Police Commander Report
B. 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. Art in Public Places – February 18, 2016

10. RESOLUTIONS

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.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE VILLAGE OF PALMETTO BAY TREE MANAGEMENT PLAN, TO SERVE AS AN INFORMATIVE RESOURCE GUIDE FOR TREE MANAGEMENT, PLANTING PROGRAM STRATEGIES, AND DESIGN RECOMMENDATIONS TO MAINTAIN AND PROTECT TREES IN PUBLIC PLACES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TREE MANAGEMENT PLAN AS RECOMMENDED BY THE VILLAGE'S TREE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT AGREEMENT WITH R.J. BEHAR FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2 PROJECTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH R.J. BEHAR AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $115,492; AND PROVIDING FOR AN EFFECTIVE DATE.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT; TERMINATING THE VILLAGE OF PALMETTO BAY'S PARTICIPATION IN THE INTERLOCAL AGREEMENT; PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer)

11. RESOLUTIONS REQUIRING PUBLIC HEARING

12. ORDINANCES FOR FIRST READING

A. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA, REPEALING CHAPTER 17: GREEN CORRIDOR PACE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer)

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; AMENDING THE PERMIT FEE SCHEDULE FOR THE

BUILDING DEPARTMENT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer)

C. 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 1.4.1 RELATING TO PUBLIC SCHOOLS; ESTABLISHING A DISTANCE SEPARATION REQUIREMENT BETWEEN SUCH SCHOOLS FOR THE PURPOSE OF ENSURING COMPLIANCE WITH TRAFFIC LEVEL OF SERVICE CONCURRENCY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE REQUIREMENT FOR A SOLICITATION PERMIT FOR SOLICITATION WITHIN THE VILLAGE; PROVIDING DEFINITIONS, EXCLUSIONS, CIVIL PENALTIES, AND MINIMUM APPLICATION CONTENTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer.)

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. Pursuant to Section 30-30.8(b):
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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL MEDIUM, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

B. Pursuant to Section 30-30.7(b):
AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-50.23, ENTITLED "DOWNTOWN URBAN VILLAGE", TO INCLUDE THE AMENDED PAGES AT ATTACHMENT A; AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THOSE LANDS EFFECTED AS DESCRIBED AT ATTACHMENT B, FROM AG, AGRICULTURAL DISTRICT; R-1, SINGLE FAMILY DISTRICT; R-2; TWO FAMILY RESIDENTIAL, R-3M APARTMENT DISTRICT; R-4L, LIMITED APARTMENT DISTRICT; AND I, INTERIM DISTRICT; TO DOWNTOWN URBAN VILLAGE DISTRICT; IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

C. Pursuant to Section 30-30.8(b):
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.

D. Pursuant to Section 30-30.7(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.

14. OTHER BUSINESS

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 LOCAL PLANNING AGENCY MEETING
Monday, March 7, 2016 - 7:00 P.M.
Village Hall Chambers, 9705 E. Hibiscus Street

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:** Mayor Flinn called the meeting was called to order at 7:05 p.m.

The following members of the Village Council were present:
Mayor Eugene Flinn
Vice Mayor John DuBois
Council Member Karyn Cunningham
Council Member Tim Schaffer
Council Member Larissa Siegel Lara

The following Charter Officers were present:
Village Manager Edward Silva
Village Attorney Dexter Lehtinen
Village Clerk Meighan J. Alexander

Mayor Flinn asked the Scouts of Troop 127, who were present to achieve their Citizen's Award, 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. **ORDINANCE FOR SECOND READING/PUBLIC HEARING**

A. 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.

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

Director of Planning & Zoning Darby Delsalle explained that the purpose of the Ordinance was to solidify the Village's participation in the community rating system. He advised that the item had not changed from first reading to second reading.

Councilwoman Cunningham moved to incorporate the staff report, testimony, and all Council comments into the record for the Regular Council Meeting. Seconded by Councilwoman Siegel Lara. All voted in favor. The motion passed unanimously (5-0).

Mayor Flinn opened the public hearing. Eric Tullberg, 7884 SW 179 Terrace, addressed the Council. The public hearing was closed.

Mayor Flinn called the question to approve the item. All voted in favor (5-0.)

4. NEXT MEETING AND ADJOURNMENT: The meeting adjourned at 7:10 pm.

Prepared and submitted by:

_____

Meighan J. Alexander, CMC
Village Clerk

Approved by the Village Council on this ____ day of May, 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 April 4, 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 7:25 p.m. He asked resident Charles Penchett 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. Good Government Initiative – presentation to Councilwoman Larissa Siegel Lara: The Executive Director of the Good Government Initiative Katy Sorenson provided Councilwoman Siegel Lara will the Leaders of Excellence Award. Councilwoman Siegel Lara expressed how the program was beneficial, which provides a full breadth of programs of interest to local officials.

B. Committee recognition: Councilwoman Siegel Lara announced that while Dr. Sue L. Buslinger-Clifford was unable to attend tonight, the Councilwoman thanked her for her invaluable time and outstanding service on the Education Advisory Committee.

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

Councilwoman Siegel Lara moved to approve the Minutes, as submitted. Seconded by Councilwoman Cunningham. All voted in favor.

5. **REQUESTS, PETITIONS AND PUBLIC COMMENTS:** The following individuals addressed the Council: Eric Tullberg, 7884 SW 179 Terrace; Anton Chen, 8601 SW 140 Terrace; (unintelligible name), 9280 SW 167 Terrace; and Iliana Gomez, 9360 Haitian 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 $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.

Councilwoman Siegel Lara moved to approve the Consent Agenda items. Seconded by Councilwoman Cunningham. All voted in favor. The Consent Agenda Resolutions passed unanimously.

7. VILLAGE MANAGER'S REPORT

A. Manager Silva provided the following updates:

- Coral Reef Park Trails–this project commenced on March 21st; the rubberized trails should be completed in mid-April.
- Coral Reef Park Tennis–an unsolicited bid has been received.
- Concessions–an unsolicited bid for operation of this site has been received.
- Parking Improvements–Garage: an unsolicited bid has been received.

- Manager's Monthly Report: Manager Silva provided an update regarding procurement activities. He noted that a 12-month recap has been included; highlights of the last 12-months include: settlement of the Palmer Trinity lawsuit; revision to the downtown zoning has attracted the attention of developers; bringing maintenance and project oversight in-house has resulted in a savings of $75,000; mid-year savings of $495,000; and, a plethora of grants had been received. He thanked staff and the Council.

- Manager Silva announced that the website re-design is in process.

- Strategic Plan: Manager Silva provided the schedule concerning the dates and time line for the strategic plan. He stated that staff is coordinating a town hall meeting concerning Parks and when this is completed, the consultants will be given this input in order to finalize the plan.

  Manager Silva and Councilwoman Cunningham provided information regarding the Kids Town Hall that was held in order to receive input concerning the Bridget Allison Pier Playground. She expressed that the event went well and was very productive. She thanked staff.

  Manager Silva provided an update with regard to the coalition of South Dade Mayors and their efforts concerning transit. He offered information concerning the latest draft of the Memorandum of Understanding with Miami-Dade County concerning resolving the transit issues facing this area.

  Mayor Flinn added that the Mayors spent a great deal of time, many negotiations sessions working on this effort. He thanked Councilman Schaffer for his input in Washington, DC. He stated that the cities and the County have been working diligently and they are hopeful that the efforts

will be successful. Mayor Flinn remarked that the Village has spent a great deal of money in Palmetto Bay in order to mitigate the failure of the transit system.

Councilman Schaffer thanked Manager Silva for his significant work on transit issues, adding that this effort would not have moved forward if it were not for Manager Silva's service. Manager Silva replied that transit solutions have been a team effort. He thanked Vice Mayor DuBois and State Representative Keonne McGhee for their service.

Vice Mayor DuBois thanked the Manager and Representative Keonne McGhee, adding that his representation from the State level has been significant.

Mayor Flinn stated that the Village had recognized Representative McGhee for his efforts at the recent Chamber South effort.

Manager Silva remarked that the Village is in negotiations with the County and with the sister cities for bicycle lanes on several roadways.

Manager Silva thanked Councilwoman Cunningham for finding a sponsor to pay for t-shirts for the Youth Community Involvement Board. He concluded his report by noting that the Village will be providing police service to this coming Saturday's Fun Fair.

Vice Mayor DuBois asked if the Council would be receiving a summary of email requests on an ongoing basis. He asked for some more information concerning a property mentioned in an email. Manager Silva asked the Vice Mayor to contact him following the meeting.

B. Village Police Commander Report

Major Serralta thanked the Council for their support during the recent incident where the Police had to use deadly force. He advised that those officers are back to work.

Manager Silva noted that he would shortly be announcing a "Commander's Coffee" for those who wish to speak with the Police Commander in an informal setting.

(As the time had reached 8 pm, Mayor Flinn announced that an item was scheduled for time certain. The item came forward.)

13. ORDINANCES FOR SECOND READING/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

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

Vice Mayor DuBois moved to incorporate into the record the previous report by staff, all Council comments, and all public comments. Seconded by Councilwoman Siegel Lara. All voted in favor.

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

Mayor Flinn called the question for approval. The Ordinance passed unanimously (5-0) via roll call vote.

Councilwoman Siegel Lara moved to take items 13 B, C, and D as the next items to be heard. Councilman Schaffer seconded.

(The Council decided to allow the Clerk to provide the calendar update and Attorney Lehtinen to provide his report prior to moving into the public hearings.)

C. Calendar update: Clerk Alexander provided an update of the upcoming events.

8. **VILLAGE ATTORNEY'S REPORT:** Attorney Lehtinen advised that the Village is currently involved in litigation in the Alexander Montessori School matter. He stated that they have attended hearings and expect Judge William Thomas to rule in the near future.

13. ORDINANCES FOR SECOND READING/PUBLIC HEARING

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.

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

Finance Director Desmond Chin stated that this Ordinance is a request by the Manager to transfer personnel in order to continue the efficiencies experienced earlier this year. He noted that there will be no effect to the budget, with the exception of the additional police officer.

Manager Silva stated that the savings realized from the budget should sufficiently cover the revisions for the rest of the fiscal year.

Mayor Flinn asked if there would be any anticipated impact on the next fiscal year's budget due to the addition of personnel.

Director Chin replied that, apart from the police position, there should not be a significant impact the budget for next year.

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

No questions from council.

Mayor Flinn called the question. The matter passed unanimously (5-0), following roll call vote.

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)

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

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

Councilman Schaffer asked if there is a conflict with passage of this matter, due to the legislation/discussions regarding the State and local laws pending.

Councilwoman Cunningham stated that deferring this item would be acceptable, as, based upon the recent State action, this Ordinance does not seem to do anything different than State law.

Attorney Lehtinen noted that Coral Gables passed its law; however, their ordinance is a prohibited ordinance, which was passed retroactively, within the jurisdiction of Coral Gables. He opined that this matter could be done by resolution, as it concerns Village events, not prohibiting residents and private activity. He concluded that Palmetto Bay's ability to govern its own activities is not regulated by State law.

Councilwoman Siegel Lara stated that there does not seem to be any negative impact, if the Council were to approve this matter.

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

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**

Councilwoman Siegel Lara moved to defer. Seconded by Councilman Schaffer. All voted in favor. The matter was deferred (5-0).

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.]

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

Vice Mayor DuBois explained the purpose of the Resolution, adding that cyber-bullying is also being included.

Attorney Lehtinen noted that the State legislature had adopted anti-bullying policies, mandating that school systems have these types of policies. The statute grants immunity from any cause of action to anyone who reports the bullying and grants immunity to investigators and defines this activity as a school related activity.

Mayor Flinn asked if the Village would have this same immunity. Attorney Lehtinen stated that the Village would not.

Mayor Flinn stated that the proposed Resolution has some sound aspects; however, he is not certain as to how the Village will be able to run this program, as the Statute is quite comprehensive.

Vice Mayor DuBois replied that the after-hours phone number would be the appropriate number that a person could call in case of incident. He stated that the liability would occur if there were an expectation that we would investigate; however, there is no duty to investigate in this Resolution. He noted that government agencies have sovereign immunity, but he is uncertain as to the practical liability. He stated that is not different from the Village's duty to already insure that parks and other Village facilities are safe.

Mayor Flinn remarked that the duty phone is handed to an employee, not a specially-trained investigator. He asked who would train the employees.

Vice Mayor DuBois stated that that after-hours number should be the non-emergency police number. Mayor Flinn stated that that police would be required to investigate these matters and asked whether the same indemnification would be offered under the police contract.

Major Serralta stated that he had not yet discussed this with the Manager or the Police legal department.

Mayor Flinn stated that he is in favor of the concept, but would like to create the best anti-bullying legislation possible. He suggested deferral in order to address some of the questions.

Councilwoman Cunningham expressed her support. She noted that she would have liked to co-sponsor this matter. She stated that she serves as Vice President of The Melissa Institute and there are ways to incorporate other organizations into this endeavor to assist with training. She provided several statistics concerning bullying and noted that most bullying instances stop when a peer gets involved to stop the bullying. She suggested that The Melissa Institute may be able to be involved in the training.

Councilman Schaffer suggested that it is beyond the Village's scope to begin this type of initiative. He commented that this legislation places a burden on individuals who are not properly trained to handle these types of issues.in a position to be trained. He stated that the parks are large and; thus, are uncontrollable environments and it would be difficult to implement something that would be manageable. He remarked that there are different levels of bullying and much of the responsibility must be addressed by parents.

Councilwoman Siegel Lara expressed that she bullying is a problem and she wishes that it was not a part of life, not only for children, but also for the elderly, adults, etc. She stated that there is no disagreement that bullying is a problem; however, from an operational viewpoint, how does the Village accomplish this. She asked if Miami-Dade County parks have bullying rules. She asked if the Village is to train employees, and have ongoing training, is there an understanding as to the cost of this type of training. She remarked that if the intent is to serve as a conduit to a third party who is capable of handling bullying, and if the intent is to make a strong statement that the Village is opposed to bullying, then she is supportive. She noted that she remains concerned with the level of training and how the matter can be handled administratively and operationally.

Vice Mayor DuBois shared that a friend of his was bullied to the extent that his friend committed suicide. He stated that it is important to do the best you can to prevent bullying. He noted that the only right people to call would be the non-emergency police number, which dispatches to Police officers. He asked for clarification as to why there would be liability to the Village beyond what currently occurs when a resident calls the non-emergency police number. Vice Mayor DuBois stated that it does not matter if the County has this in place or not, the Village should have this process in place. He suggested posting a sign that states, "Call this number if you get bullied", so the victim knows there is a resource to get help.

Councilwoman Siegel Lara asked if there is an estimate for the cost of training of not only employees, but also of coaches.

Mayor Flinn suggested that this item be deferred to a Committee of the Whole in order to insure that the best legislation is provided.

Councilwoman Siegel Lara moved to defer the matter to the Committee of the Whole Meeting of April 20th. Seconded by Councilman Schaffer. Vice Mayor DuBois accepted this motion. All voted in favor. The motion carried (5-0.)

Mayor Flinn asked Councilwoman Cunningham to invite The Melissa Institute to that meeting. He asked the Village Manager to also invite the person from Miami-Dade County Public Schools who would administer this program

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.

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

Mayor Flinn asked whether this matter would require a public hearing. Attorney Lehtinen replied that it was not necessary to hold a public hearing.

Mayor Flinn stated that he believed the Council could modify terms of a matter that was passed during a quasi-judicial hearing. He stated that as it was passed during a public hearing, he believes that it may have to be modified via public hearing. Attorney Lehtinen stated that he understands the Mayor's point; however, the Council would not be modifying the zoning items, only be substituting the installation of art by accepting funds instead.

Planning and Zoning Director Darby Delsalle provided staff report. He stated that the property owner was concerned with vandalism; therefore, they wished to revise the previous approval and offer a donation instead.

Vice Mayor DuBois asked how this matter would require a resolution.

Mayor Flinn remarked that the Village Council had previously approved the art work, which is why the Council must accept the waiver and allow for a donation. He suggested modifying the Art In Public Places Ordinance to include architectural features or landscaping to be included as acceptable uses for the funding.

Councilwoman Siegel Lara asked if it were common for individuals to decide to offer donations. Director Delsalle replied affirmatively, stating that over 50% of individuals decide to donate funds. He stated that he believes the Art In Public Places Board would be in favor of having other options, such as architectural or bus benches.

Mayor Flinn called the question. The matter passed unanimously (5-0.)

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.)

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

(As the matter was mentioned during the Manager's Report, Councilwoman Cunningham had received a sponsor to provide the shirt.) Councilwoman Cunningham remarked that the Village should be actively seeking sponsors. She announced that Mr. Larry Barfield, former owner of Kings Bay Athletic, has generously offered to sponsor the t-shirts for the Board.

Mayor Flinn thanked the Councilwoman and suggested withdrawing the item.

Councilman Schaffer moved to withdraw the matter. Seconded by Councilwoman Cunningham. All in favor. The matter was unanimously withdrawn (5-0.)

11. RESOLUTIONS REQUIRING PUBLIC HEARING: None at this time.

12. ORDINANCES FOR FIRST READING: None at this time.

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING (Heard earlier in the meeting.)

14. OTHER BUSINESS

A. Advisory Board Appointments
Councilwoman Siegel Lara appointed Ileana Murphy to the Education Advisory Committee. She also re-appointed Henry Clifford to the Tree Advisory Board.

Mayor Flinn appointed James Horan to the Administrative Advisory Committee. He also re-appointed Craig Grossenbacher to the Tree Advisory Board.

Vice Mayor DuBois appointed Eric Stern to Community Outreach Committee.

Councilwoman Siegel Lara and Councilman Schaffer directed the Clerk to include the Advisory Boards' discussion at the next Committee of the Whole meeting.

15. COUNCIL COMMENTS

Mayor Flinn thanked the Youth Community Involvement Board for their service during the Relay for Life event. He also thanked Jackson Ribler for his bravery in coming

forward and speaking to the audience. He thanked everyone who has been working so hard on the transit issues. He also thanked the police for their diligence and hard work.

Councilman Schaffer expressed that some door-to-door solicitors have been visiting the residents, using the YGrene program, which is what the Village asked YGrene not to do.

Councilwoman Cunningham shared the Mayor's remarks concerning the Relay for Life event, noting that Jackson Ribler's speech was "heartwarming." She thanked the Manager and Parks' staff for their help with the Southwood Arts Festival.

Mayor Flinn additionally thanked Heidi and Paul Feder for their help at the Relay for Life event.

16. NEXT MEETING AND ADJOURNMENT

The meeting adjourned at 9:20 pm.

Prepared and submitted by:

_____

Meighan J. Alexander, CMC
Village Clerk

Approved by the Village Council on this _____ day of May, 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.

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 $16,284; AND PROVIDING FOR 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 March 31, 2016, in the amount of $16,284; 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 $16,284, 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 May, 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

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

March 2016
Village of Palmetto Bay

Statement Period: **March 2016** Client: **Village of Palmetto Bay, Florida**

Date	Individual	Subject	Time
		General Government	
3/4	DL	Research cases for appropriate holdings on public records; communicate with County staff regarding suggested legal references and wording of advisory opinion	2.7
3/7	DL	Meeting of Palmetto Bay LPA (Local Planning Agency) and Village Council meeting; prepare for meeting; confer with staff and Manager re: upcoming issues	7.8
3/9	DL	Meeting with Manager and Village staff regarding contracts and follow-up to Council meetings; monitor County meeting on public records	3.5
3/11	BF	Review Notice ogf Unsolicited Proposal; revise same	1.1
3/14	DL	Review and prepare for Coral Gables Commission meeting re: dispute with Village re: extraterritoriality of mosquito control ordinance; review pending issues with Village staff	3.6
3/15	DL	Appear before Coral Gables Commission on behalf of Palmetto Bay re: amendment of mosquito control ordinance; preparation and follow-up	2.9
3/16	DL	Meet Clerk and Mayor regarding pending issues; review Palmetto Bay agenda and Council meeting procedures ordinance; Committee of the Whole (OW) convened and immediately re-set to March 21	2.8

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

March 2016/Village of Palmetto Bay

General Government (continued)

3/18	DL	Confer with Manager re: high speed rail plan to replaces South Dade busway (bus rapid transit/BRT); attend meeting with Manager, PB Mayor, Mayors of Cutler Bay, Pinecrest; Homestead and Florida City, State Representative, Metro Planning Organization (MPO), and County Transportation in Cutler Bay	4.8
3/21	DL	Committee of the Whole meeting on Council agenda and meeting procedures; ; confer with Manager and staff on pending issues	4.2
3/22	DL	Review contracts, proposed resolutions and proposed ordinances at Village Hall; discussion with Manager (high speed rail MOU and other items) and Planning Director	2.9
3/23	DL	Participate in Charter Revision Commission meting with citizens at Village Hall; confer with Clerk; prepare for meeting	3.2
3/24	CR	Review powers and duties of police officers of municipalities Under Florida law	1.0
3/25	CR	Conduct research relating to issuing civil citations in place of misdemeanor charges; email results to DL	0.8
3/25	DL	Research use of civil citations as alternative to misdemeanor Charges	2.3
3/28	DL	Meeting of Village Veterans Committee; prepare for meeting; review and revise proposed resolutions for upcoming Village Council meeting; confer with Clerk	4.3
3/29	CR	Conduct research concerning legislative session laws on Polystyrene (Styrofoam) containers, expressway authority (laws applicable to Miami-Dade County and at least one other County), Coral Gables polystyrene ordinance; email to DL	1.2

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

March 2016/Village of Palmetto Bay

General Government (continued)

3/30	DL	Meeting at Village Hall of Mayors, Managers, MPO (Metro Planning Org) representative, County representative, and public re: future high speed rail on existing South Dade busway corridor; prepare for meeting by reviewing MOU; review upcoming Council issues	3.9
3/31	DL	Conference with Manager re: proposed Memorandum of Understanding (MOU) between Mayors, Miami-Dade Transportation Dept, and MPO (Metro. Planning Organization) on South Dade high speed rail; review MOU; coordinate with Clerk re: upcoming Council meeting agenda	2.6
2/11	BF	Review sole source procurement re: playground contract; correspondence with Pittser (omitted from February statement)	0.9

Zoning/Land Useg

3/25	DL	Review land use/zoning of property now zoned as Village Mixed Use (VMU) (a/k/a PBVC or Burger King property), Including covenants	2.2
3/31	DL	Meeting with Manager, Planning Director, and development applicants re: proposed development within Downtown Urban Village (DUV); meeting with Planning re: proposed public school traffic impact ordinance	1.9

Human Resources

none

Litigation

3/3	CR	Confer with opposing counsel and email to Finance Director concerning release of liens (Acosta)	0.4
3/10	CR	Acosta: review release of liens; forward same to closing agent	0.2
3/11	CR	Mendizabal bankruptcy: review bankruptcy discharge; Research effect and email to Finance Director	0.5

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

March 2016/Village of Palmetto Bay

Litigation (continued)

3/18	CR	Review motion for summary judgement research various constitutional issues; begin drafting response; confer w/ DL (Alexander School)	4.7
3/18	DL	Analyze motion for summary judgment and appropriate response; read cases; confer with CR (Alexander School)	4.4
3/21	CR	Conduct research for response to motion for summary judgement (MSJ); draft/revise response to MSJ; confer w/ DL concerning same; prepare for hearing on MSJ	5.5
3/21	DL	Confer with CR re: MSJ (Alexander School); analyze cases and MSJ draft response	3.8
3/22	CR	Attend hearing on motion for summary judgement (MSJ); hearing preparation; confer with DL pre-hearing and post-hearing; call to opposing counsel to schedule continuation of hearing for April 11, 2016	2.0
3/22	DL	Hearing (Judge Thomas) on motion for summary judgement by Alexander School; confer w/ CR before and after hearing	2.0

Summary of Legal Fees

Monthly total hours..... 84.1
Total fees due (@ $190/hour.....$ 15,979

Reimbursable Expenses

WestLaw computer research charge.....$ 275
Parking for Village business.....$ 30
Total Reimbursable Expenses.....$ 305

Total amount due (fees and expenses).....$ 16,284

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

ITEM 6B

To:	Fellow members of Village Council	Date:	May 4, 2016
From:	Mayor Eugene Flinn	Re:	Resolution condemning discriminatory Legislation (LGBT)

M E M O R A N D U M
MAYOR'S (AS STAFF) REPORT

This is a resolution condemning recent discriminatory legislation. We have recently discusses bullying – we must reject institutionalized bullying in the form of enactment of actual hurtful discriminatory legislation that unjustly targets the LGBT community in other states.

The Village of Palmetto Bay has a solid record of human rights. This resolution declares that there is no greater danger to the health, morals, safety, and welfare of the Village and its inhabitants than the existence of prejudice against one another and antagonistic behavior to each other because of differences of race, color, national origin, religion, sex, intersexuality, gender identify, sexual orientation, marital, and familial status, age, or disability.

I respectfully request the council joining together in a strong statement of support for equality and human rights and that we reject the politics of hate and bigotry.

Eugene Flinn, Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONDEMNING THE INVIDIOUS AND DISCRIMINATORY LEGISLATION RECENTLY ADOPTED BY THE STATES OF NORTH CAROLINA AND MISSISSIPPI; SUPPORTING THE LGBT COMMUNITY; AND PROVIDING AN EFFECTIVE DATE (Sponsored by Mayor Eugene Flinn.)

WHEREAS, the Village of Palmetto Bay declares that there is no greater danger to the health, morals, safety, and welfare of the Village and its inhabitants than the existence of prejudice against one another and antagonistic behavior to each other because of differences of race, color, national origin, religion, sex, intersexuality, gender identify, sexual orientation, marital, and familial status, age, or disability; and,

WHEREAS, on March 22, 2016, the North Carolina Legislature abruptly convened a special session on March 23, 2016, to consider legislation (i) barring transgender individuals from restrooms and locker rooms that do not match the gender on their birth certificates, (ii) preempting municipalities from enacting local anti-discrimination policies, (iii) preempting local governments from raising minimum wage levels above the state level, and (iv) preempting local governments from imposing antidiscrimination policies or additional labor requirements (e.g., minimum wage) on their contractors ("HB 2"); and,

WHEREAS, the legislation was introduced, voted on, adopted by both houses of the legislature, and signed by North Carolina Governor Pat McCrory, all in one day; and,

WHEREAS, Roy Cooper, the Attorney General for North Carolina, has refused to defend the constitutionality of HB 2, finding that the Governor "signed state-wide legislation that puts discrimination into the law"; and,

WHEREAS, the American Civil Liberties Union ("ACLU'), the ACLU of North Carolina, Lambda Legal, and Equality North Carolina have filed a lawsuit challenging HB 2 as unconstitutional under the Equal Protection Clause and Due Process Clause of the Fourteenth Amendment, and for violating Title IX of the Civil Rights Act (prohibiting discrimination in education on the basis of sex); and,

WHEREAS, on April 5, 2016, Mississippi Governor Phil Bryant signed the deceptively titled "Protecting Freedom of Conscience from Government Discrimination Act," which would allow religious organizations and private businesses with religious objections to discriminate against LGBT individuals in the realms of employment; housing; child adoption services; foster care; psychological, counseling, and fertility services; wedding-related services; student dress codes; access to restrooms; and the issuance of marriage licenses or performance of marriages by state employees; and,

WHEREAS, in the wake of such discriminatory legislation, ten mayors, including the mayors of New York City, Washington, D.C., Seattle, Philadelphia, San Francisco, Portland, Honolulu, Sante Fe, Tampa, and Oakland, have formed a coalition called Mayors Against

Discrimination to oppose discriminatory laws and prohibit official travel to states with discriminatory laws; and,

WHEREAS, on April 15, 2016, North Basketball Association ("NBA") Commissioner Adam Silver made the decision not to relocate the 2017 All-Star Game out of Charlotte, North Carolina, despite the state's anti-LGBT "bathroom law"; and,

WHEREAS, while Commissioner Silver's statement that, "we should be working toward change" is sound, the Village of Palmetto Bay agrees with US Senators Jeff Merkley, Mark Kirk, Patrick Leahy, Cory Booker, Tammy Baldwin, and Patty Murray who wrote that having the NBA event held in North Carolina, "would be inconsistent with the NBA's history and values"; and,

WHEREAS, the American Airlines Arena in Miami, Florida, would be the ideal location for the NBA All-Star Event. The Arena has over 19,000 seats, outstanding local hotels and restaurants, and Miami is a city that welcomes people of all color, gender, races, and sexual orientation; and,

WHEREAS, the State of North Carolina has always taken great pride in its college basketball teams. Whether the team is from Duke or the University of North Carolina, North Carolina often dominates the court and enters the NCAA Finals. Sports are powerful cultural institutions and to allow the continuation of the most prominent event in college basketball to continue to be held in the State of North Carolina is most egregious; and,

WHEREAS, due to the discriminatory law passed by the State, the National Collegiate Athletic Association should remove North Carolina and Mississippi from its list of host states for any championship games, including the NCAA Tournament; and,

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay vehemently oppose any law that encourages discrimination against members of the LGBT community, many of whom are among society's most vulnerable individuals.

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

Section 1. The Mayor and Village Council hereby condemn the invidious and discriminatory legislation recently adopted by the States of North Carolina and Mississippi and prohibit official Village travel to North Carolina and Mississippi, until such discriminatory legislation is either repealed or declared unconstitutional by a court of law.

Section 2. The Mayor and Village Council urge the National Basketball Association to relocate the 2017 All-Star Game to Miami, Florida.

Section 3. The Mayor and Village Council urge the National Collegiate Athletic Association to ban further NCAA Championship games and the NCAA Tournament from being held in the States of North Carolina or the State of Mississippi.

Section 4. The Village Clerk is directed to transmit an executed copy of this Resolution to the Governors of North Carolina and Mississippi, the Speakers of the House of Representatives and Presidents of the Senate of North Carolina and Mississippi, and the Commissioners of the National Basketball Association and the National Collegiate Athletic Association.

Section 5. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of May, 2016.

Attest: _____ _____

Meighan 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ITEM 6C

To: Fellow members of Village Council

Date: May 4, 2016

From: Mayor Eugene Flinn

Re: Resolution in support of HARB for the first Reserve-led F-35A Lightning II units

M E M O R A N D U M
MAYOR'S (AS STAFF) REPORT

This is a resolution in support of HARB for the first Reserve-led F-35A Lightning II units. The selection process is going on now for deployment scheduled for 2023.

The Air Force will consider four locations — Davis-Monthan AFB, Ariz.; Homestead Air Reserve Base, Fla.; Naval Air Station Joint Reserve Base Fort Worth, Texas; and Whiteman AFB, Mo. — as candidates for the first Reserve-led F-35A Lightning II units, officials said Tuesday. The service expects to select the preferred and reasonable alternatives in the fall, with the fifth-generation fighter aircraft slated to begin arriving at the first location by the summer of 2023.

"The Air Force is committed to a deliberate and open process to address F-35 basing," Jennifer Miller, deputy assistant secretary for installations, said according to a news release. "As we progress through the basing process, we will share information so interested communities are aware of what to expect."……

I respectfully request the council joining together in a statement of support for our hometown HARB. The request comes through Sharon Haxton, Chair – Military Affairs Committee, South Dade Chamber of Commerce.

Eugene Flinn, Mayor

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE CANDIDACY FOR THE LOCATION OF THE UNITED STATES AIR FORCE'S RESERVE-LED F-35A LIGHTNING II UNITS TO BE BASED AT THE HOMESTEAD AIR RESERVE BASE; PROVIDING FOR TRANSMITTAL TO INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn).

WHEREAS, Homestead Air Reserve Base has been an integral part of the history of the success of the United States Air Force for decades: World War II pilots trained in Homestead to defeat the Axis Powers, B-52s were equipped in Homestead with bombs to provide support during the Cold War, and Homestead Air Force pilots tracked ships providing missiles to Cuba during the Cuban Missile Crisis; and

WHEREAS, Homestead Air Reserve Base remains an important part of the South-Dade community; and

WHEREAS, Homestead Air Reserve Base is the ideal candidate for the Reserve-Led F-35A Lightning II Units due to South Florida's ideal climate and the fact that the base is currently well-equipped, with sufficient airspace, hanger and ramp space. Additionally, there are no Air Force Base facilities located within 200 miles of Homestead; and

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

Section 1. The Village of Palmetto Bay is supportive of the candidacy of the Homestead Air Reserve Base to locate the Reserve-Led F-35A Lightning II Units at the Homestead Air Reserve Base.

Section 2. The Village Clerk is authorized on behalf of the Village to provide executed copies of this resolution to the Secretary of the Defense, Secretary of the Air Force, the Mayors and governing bodies of the cities of Homestead and Florida City, the Base Commander of the Homestead Air Reserve Base, and other local interested parties.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of May, 2016.

Attest: _____

Meighan 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
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 ____

ITEM 6D

To: Fellow members of Village Council

Date: May 2, 2016

From: Mayor Eugene Flinn

Re: Resolution relating to the Biscayne Bay Coastal Wetlands (BBCW) project.

M E M O R A N D U M
MAYOR'S (AS STAFF) REPORT

I have sponsored (and invite co-sponsors) the following resolution relating to the Biscayne Bay Coastal Wetlands (BBCW) project. The resolution is self-explanatory. I have attached additional documents relating to our past involvement in the Biscayne Bay Coastal Wetlands (BBCW) project, a critical component of the Comprehensive Everglades Restoration Plan (CERP) project. These documents provide additional background relating both to our past involvement and continued need to remain supportive.

Present and past members of our council have been strong supporters of this project, previously acting on resolution no. 09-18, on March 2, 2009, urging the US Congress and Florida Legislature to fully fund Biscayne Bay Costal Wetlands Projects. These projects include C100 and C111 projects; Deering Flow-way and general purchase and preservation of ecologically endangered properties and/or properties important to BBCW & CERP goals.

Palmetto Bay has a strong history of collaboration with the SFWMD. We have appeared before the SFWMD Governing Board on multiple occasions, at least on both July 12, 2006 and January 13, 2010, both as a council as well as with members of the public. Working with our SFWMD partner resulted in monies/appropriations relating to Thalatta Estate.

Continued support of this project is in the best interest of Miami-Dade County and Palmetto Bay. We remain supportive of our unique quality of life, our nature-based tourism and commercial and recreational fishing; as well as remaining committed to the restoration of the greater Everglades' ecosystem which is important for continued clean water supply, environmental and public health.

I humbly ask for your (continued) support.

Eugene Flinn, Mayor

RESOLUTION NO. 09-18

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY RELATING TO URGING THE U.S. CONGRESS AND FLORIDA LEGISLATURE TO FULLY FUND BISCAYNE BAY COASTAL WETLANDS PROJECTS; PROVIDING AN EFFECTIVE DATE. [Sponsored by Eugene P. Flinn, Jr.; co-sponsored by Councilman Howard Tendrich].

WHEREAS, the Greater Everglades Ecosystem is a globally imperiled habitat and the primary source of drinking water for Miami-Dade County; and,

WHEREAS, the Comprehensive Everglades Restoration Project (CERP) is the largest ecosystem restoration effort in the United States; and,

WHEREAS, The CERP is intended to restore fresh water sheet flows to Everglades National Park and Biscayne National park; and,

WHEREAS, two projects on the list of 68 identified in CERP, the C-111 spreader canal and the Biscayne Bay Coastal Wetlands rehydration projects, are the only elements of the restoration plan that rehydrate wetlands and restore the estuaries within Biscayne National Park; and,

WHEREAS, full funding for all phases of both of these projects are critical to the restoration of Biscayne National Park; and,

WHEREAS, these two projects are also critical to Miami-Dade County's efforts to adapt to the projected impact of seal level rise that will cause additional saltwater intrusion in areas that are already experiencing significant saltwater migration several miles inland; and,

WHEREAS, restoration of freshwater sheet flow feeding into southern Biscayne Bay will help hold back saltwater intrusion and improve the County's resilience to potential climate impacts; and,

WHEREAS, the projects are also both "shovel-ready" and "green", making them consistent with early goals for federal economic stimulus funding.

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

Section 1. Urges the U.S. Congress and the Florida Legislature to fully fund Biscayne Bay Coastal Wetlands projects, in particular the two projects critical to Biscayne Bay and Biscayne National Park: (i) both phases of the C-111 spreader canal and (ii) the Biscayne Bay Coastal Wetland rehydration project.

Section 2. Urges the U.S. Congress and the Florida Legislature to prioritize funding for Everglades restoration projects in any economic stimulus package passed.

Section 3. Directs the Clerk of the Board to transmit a certified copy of this resolution to the members of the Florida Congressional Delegation, the Governor of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, and the Chair and Members of the Miami-Dade State Legislative Delegation.

Section 4. Directs the Village's federal state lobbyists to advocate for the passage of the legislation set forth in Section 1 and 2 above, and directs the Office of Intergovernmental Affairs to include this item in the 2009 Federal and State Legislative Packages.

PASSED and ADOPTED this 2nd day of March, 2009.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
Office of Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Howard Tendrich	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Brian W. Pariser	YES
Mayor Eugene P. Flinn, Jr.	YES

FOR IMMEDIATE RELEASE

Palmetto Bay Officials Help Keep the Momentum Flowing by Attending Everglades Restoration Project Groundbreaking

(l to r) Environmental activist and President-Old Cutler South Neighborhood Association Beth Kibler, Palmetto Bay Mayor Eugene Flinn, Miami-Dade County Commissioner-District 8 Kati Sorenson, Palmetto Bay Councilmember Howard J. Tendrich, Chairman and Miami-Dade Representative of the SFWMD Governing Board Eric Buermann, Cutler Bay Councilwoman Peggy Bell, and Biscayne National Park Superintendent Mark Lewis.

PALMETTO BAY, Fla., (Jan. 26, 2010) – In a show of local support for restoration of the Florida Bay and Everglades, Palmetto Bay Mayor Eugene Flinn and Councilman Howard J. Tendrich, attended Today's (1/26/10) groundbreaking of the C-111 Spreader Canal project. A key component of the Comprehensive Everglades Restoration Plan (CERP), this project will restore freshwater flows to Florida Bay through Taylor Slough, preserve clean water for Everglades National Park, and maintain flood control for eastern communities, such as Palmetto Bay.

"Any day we see continued progress on Everglades restoration is a day for celebration," said Mayor Flinn.

Councilman Tendrich echoed Mayor Flinn's remarks, adding that it was, "a remarkable event highlighting intergovernmental cooperation between local, county, state, and federal bodies, all working toward this positive, successful effort."

The groundbreaking event, hosted by the South Florida Water Management District (SFWMD) and attended by a host of federal and state partners, represents continued momentum for Everglades restoration. Florida Bay is an integral component of the Everglades ecosystem and is a valuable economic resource for the region. The groundbreaking, held along the C-111 Canal off State Road 9336 in the southwestern corner of Miami-Dade County, marks the start of construction for pump stations and other project features.

"Today's event at the C-111 adds to the anticipation of the groundbreaking of the rehydration/flow-way project at the Deering Estate in spring 2010," Flinn remarked. This restoration project, at this Miami-Dade County property within the boundaries of Palmetto Bay, is also managed by SFWMD.

SFWMD is a regional, governmental agency that oversees the water resources in the southern half of the state. The agency mission is to manage and protect water resources of the region by balancing and improving water quality, flood control, natural systems, and water supply. A key initiative is cleanup and restoration of the Everglades.

The Village of Palmetto Bay, one of South Florida's greenest communities, remains firmly committed to protecting the environment, improving quality of life, and promoting sustainability. Incorporated in 2002, this Tree City USA Community is introducing green-building standards into the construction of all present and future municipal facilities, including a Gold LEED-certified Village Hall and a new LEED-certified concession facility at Coral Reef Park. Village government is drafting legislation to encourage developers, building owners, and occupants to introduce responsible and manageable green-design features in all new and redevelopment projects within the Village.

###

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www.palmettobay-fl.gov

South Florida Water Management District

GOVERNING BOARD MEETING MINUTES

July 12, 2006
9:00 AM
Miami City Hall - Commission Chambers
3500 Pan American Drive
Miami, Florida 33133

Members Present:

Irela Bagué, Vice-Chair	**Miya Burt-Stewart**	**Alice Carlson**
Michael Collins	**Nicolás Gutiérrez**	**Lennart Lindahl**
Kevin McCarty, Chair	**Harkley Thornton**	**Malcolm Wade**

1. **Call to Order** - Kevin McCarty, Chair, Governing Board

Chair McCarty called the meeting to order at 9:10 am.

2. **Pledge of Allegiance** - Kevin McCarty, Chair, Governing Board

Jose Fuentes, Miami-Dade Regional Service Center Director, led the group in the Pledge of Allegiance.

Manny Diaz, Mayor of Miami, welcomed the Governing Board and staff to Miami. He said he is committed to working with the District and preserving our environment. Mayor Diaz presented the District with a proclamation declaring July 12, 2006, South Florida Water Management District Day.

Carlos Lopez-Cantera, State Representative, welcomed the Governing Board members to Miami.

3. **Employee Recognition**

Carol Wehle, Executive Director, recognized the June Employee of the Month, Cal Neidrauer, Chief Consulting Engineer, Water Control Operations Section, Operations & Maintenance.

4. **Approval of Minutes from the last month's Governing Board Meeting**

40. Local Projects and Presentations - Jose Fuentes, Miami-Dade Regional Service Center Director

Gene Flynn, Mayor, Village of Palmetto Bay, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Paul Vrooman, Mayor, Town of Cutler Bay, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Ms. Bagué said she is pleased to have the Governing Board meeting being held in Miami. She spoke on the partnerships with the local entities.

Mr. Gutiérrez provided comment and said he is pleased to see the local community at this Governing Board meeting and the camaraderie these entities have with staff and Governing Board members. He said we will continue to work closely with them.

Manny Marono, Mayor, City of Sweetwater, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Joe Kelly, Mayor, City of Opa-Locka, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Zavier Garcia, Vice-Mayor, City of Miami Springs, presented a proclamation to the District declaring July 12, 2006, the South Florida Water Management District Day.

Miami-Dade County Commissioner Natacha Seijas thanked the Governing Board and Ms. Wehle for working so well with her and her staff.

Tommy Strowd, Assistant Deputy Executive Director, CERP, presented information on two restoration projects in Miami-Dade; Biscayne Bay Coastal Wetlands and the C-111 projects. He provided information of the historic conditions of Biscayne Bay and Florida Bay, the current drainage problems affecting these bays, and the restoration goals and objectives.

Mr. Collins provided comment on the C-111 spreader canal and the concerns regarding this project. He spoke on the funding for this project.

Mr. Gutiérrez said it is time to move forward with the project. He spoke on the costs of this project.

Ms. Bagué spoke about these Acceler8 projects in Miami and funding constraints.

Public Comment: Sara Fain representing the National Parks Conservation Association provided comment on the C-111 project. She supports this project and looks forward to working with the District and WRAC to continue to make this happen.

Chip Merriam, Deputy Executive Director, Water Resources, presented an update on the Miami-Dade County water supply issues. Mr. Merriam reported on the consumptive use permits in Miami and the regional systems. He provided information on the wellfields and the wastewater facilities in Miami-Dade County. Mr. Merriam reported on the agreement and the draft alternative water supply plan for Miami-Dade. He spoke on Miami-Dade's accomplishments for alternative water supplies.

John Renfrow, Director, Miami-Dade Water & Sewer Department, provided additional information and commented on continued support with the District staff and thanked the Governing Board regarding Agenda Item # 17 for funding support on the Savings Incentive Program (SIP).

Ms. Bagué thanked Mr. Renfrow for his support with staff regarding the alternative water supplies in Miami-Dade County.

Ms. Wehle thanked Mr. Merriam for his leadership and the Water Supply staff for their dedication and cooperation working with Miami-Dade County. They are doing a fabulous job.

Sean Sculley, Deputy Director, Watershed Management, presented information on the Combined Structural and Operational Plan (CSOP). Mr. Sculley provided information on the project objectives, the requirements for CSOP, and the status of the project. Mr. Sculley reported on CSOP's performance in the water management areas.

Mr. Lindahl had questions regarding Pump Station SC356 and the maintenance of flood protection.

Mr. Sculley provided additional information regarding this issue.

Mr. Wade stated support to move forward with adaptive management.

Audrey Ordenes, Chair of the Biscayne Bay Regional Restoration Coordination Team (BBRRCT) presented introductory information on the Biscayne Bay Access Plan and the Biscayne Bay Partner Initiative.

Amy Condon, the Trust for Public Land, presented information on the Biscayne Bay Public Access Plan. A packet was distributed to each Governing Board member.

Ms. Bagué thanked Ms. Ordenes and Ms. Condon for their support and ongoing efforts regarding Biscayne Bay.

Chair McCarty recognized Vice-Chair Bagué for the 2006 "Up and Comers" award. This award is presented by the South Florida Business Journal to outstanding business leaders in the South Florida community.

CERP

41. Everglades Agricultural Area Storage Reservoir A-1 Project Construction Management at Risk Services Contract Status Update -- Tommy Strowd, Assistant Deputy Executive Director, CERP

Tommy Strowd, Assistant Deputy Executive Director, CERP, provided information to begin construction on the EAA Reservoir. He reported he has the last two documents to begin the construction: the 404 permit and the Land Use Change Letter.

Chair McCarty introduced Terrance "Rock" Salt of the United States Department of the Interior and Dennis Duke, USACE.

Mr. Salt provided comment and spoke about the history of this project. He congratulated the Governing Board for moving this project forward under the Acceler8 program.

Mr. Duke provided comment and said this is a historic event and a major component for the Everglades Restoration.

Ms. Wehle commended USACE staff, Torrey White and Beth Lewis, for their efforts in the issuance of the 404 permit.

Chair McCarty thanked Mr. Salt and Mr. Duke. Chair McCarty said the District continues to make incredible progress in our commitment to speed up the construction for Everglades Restoration.

Corporate Resources

42. Discussion of proposed FY06-07 millage rates for the purpose of notifying county property appraisers for publication on Truth-In-Millage (TRIM) notices

Project Sponsor: Doug Bergstrom, Ext. 6214

Doug Bergstrom, Division Director, Budget presented information on this item. Mr. Bergstrom provided information on the FY2007 draft budget highlights.

Motion made by Michael Collins, seconded by Alice Carlson to Approve the following item(s): 42
Vote called. Voting yes: Michael Collins, Alice Carlson, Irela Bagué, Miya Burt-Stewart, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

Discussion Agenda

Water Resources

43. Final order of the Governing Board of the South Florida Water Management District approving the 2006 amendment to the Upper East Coast Water Supply Plan for 2025 in compliance with section 373.0361, F. S.; providing an effective date. (John Mulliken)

John Mulliken, Director, Division of Water Supply Planning & Development, presented information on the Upper East Coast Water Supply Plan.

Mr. Lindahl provided comment on this amendment and the estimated increase in population projections in the upper east coast within the next 20 years. Mr. Lindahl reported on the alternative water supply projects in the upper east coast. Mr. Lindahl commended Mark Elser, Director, Water Supply Implementation, and Linda Hoppes, Lead Planner, Water Supply Planning, for their hard work on this project.

Motion made by Lennart Lindahl, seconded by Nicolás Gutiérrez to Approve the following item(s): 43
Vote called. Voting yes: Lennart Lindahl, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Michael Collins, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

44. Final order of the Governing Board of the South Florida Water Management District approving the 2005-2006 update of the Lower West Coast Water Supply Plan for 2025 in compliance with section 373.0361, F. S.; providing an effective date. (John Mulliken)

John Mulliken, Director, Division of Water Supply Planning & Development, presented information on the Lower West Coast Water Supply Plan.

Ms. Carlson commended Mr. Mulliken and his staff for a wonderful job working with the Lower West Coast utilities and stakeholders on this water supply plan. She reported on the residential growth as well as the agricultural growth in the Lower West Coast. Ms. Carlson commended Michael Coates, Senior Planner, for his hard work on this project.

Public Comment: Paul Mattausch representing Collier County Utilities thanked District staff and Alice Carlson for their efforts with the West Coast Water Supply plans.

Motion made by Alice Carlson, seconded by Michael Collins to Approve the following item(s): 44
Vote called. Voting yes: Alice Carlson, Michael Collins, Irela Bagué, Miya Burt-Stewart, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

45. **2006-725** A Resolution of the Governing Board of the South Florida Water Management District accepting revisions to the "Long Term Plan for Achieving Water Quality Goals" (Long Term Plan) and directing staff to amend the permit application submitted to the Florida Department of Environmental Protection in December 2003, pursuant to Section 10 of the Everglades Forever Act, Section 373.4592, Florida Statutes (2003), incorporating those revisions to the Long Term Plan; providing an effective date. (Tracey Piccone)

Tracey Piccone, Lead Engineer, STA Management Division, presented information on the long term plan for Achieving Water Quality Goals and directing staff to amend the permit application submitted to FDEP in December 2003. Ms. Piccone reported on the proposed revisions of the STAs.

Mr. Collins commended Ms. Piccone and staff for their efforts in this project.

Motion made by Michael Collins, seconded by Nicolás Gutiérrez to Approve the following item(s): 45
Vote called. Voting yes: Michael Collins, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

46. Approve Environmental Resource Permit Modification Application 050706-21 for construction and operation of a surface water management system serving 504-acres of recreation/residential development known as Bonita Beach Road Estates (Lee County) (William Foley, ext 7728) (Janet Starnes, ext 7735)

Damon Meiers, Deputy Department Director, Environmental Resource Regulation, presented information on this agenda item.

Motion made by Alice Carlson, seconded by Nicolás Gutiérrez to Approve the following item(s): 46
Vote called. Voting yes: Alice Carlson, Nicolás Gutiérrez, Irela Bagué, Miya Burt-Stewart, Michael Collins, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

CERP

49. **2006-728** A Resolution of the Governing Board of the South Florida Water Management District to approve the purchase of land interests containing 321.95 acres, more or less, for the C-111 Spreader Canal CERP Project in Miami-Dade County, in the amount of $2,736,600, and associated costs; subject to Governing Board approval of the FY07 budget; approve declaring surplus, disposal of, and removal from the asset records, any such structures and improvements deemed unnecessary for the stated purpose of the original land acquisition; providing an effective date. (B. Katz, ext. 6837)

Ruth Clements, Department Director, Land Acquisition presented information on this agenda item.

Motion made by Alice Carlson, seconded by Irela Bagué to Approve the following item(s): 49
Vote called. Voting yes: Alice Carlson, Irela Bagué, Miya Burt-Stewart, Michael Collins, Nicolás Gutiérrez, Lennart Lindahl, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

50. **2006-729** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 300-day contract with GlobeTec Construction, LLC, the lowest responsive and responsible bidder, for the Picayune Strand Restoration CERP Project's Prairie Canal Backfilling Project in Collier County in the amount of $2,390,600 for which dedicated funds (CERP Capital Construction Fund) in the amount of $600,000 are budgeted and the remainder is subject to Governing Board approval of the FY07 budget; providing an effective date. (Contract Number CN060045/3600001268)

No presentation was provided.

Motion made by Michael Collins, seconded by Lennart Lindahl to Approve the following item(s): 50
Vote called. Voting yes: Michael Collins, Lennart Lindahl, Irela Bagué, Miya Burt-Stewart, Alice Carlson, Nicolás Gutiérrez, Kevin McCarty, Harkley Thornton, Malcolm Wade. Motion passed.

Executive Office

61. **2006-734** A Resolution of the Governing Board of the South Florida Water Management District strongly recommending approval of federal funding to complete the urgently needed Modified Waters Deliveries to Everglades National Park Project in Miami-Dade County; providing an effective date.

South Florida Water Management District

Governing Board
Projects & Lands Committee
MEETING MINUTES

January 13, 2010
11:00 AM
Village of Key Biscayne - Village Chambers
88 West McIntyre Street
Key Biscayne, FL 33149

Members Present:

Joe Collins **Shannon Estenoz** **Jerry Montgomery**
Patrick Rooney

1. **Call to Order** - Pat Rooney, Chair

Chair Rooney called the meeting to order at 11:02 a.m.

Chair Rooney recognized Eugene Flinn, Mayor of Palmetto Bay, who was in the audience.

Governing Board members Michael Collins, Eric Buermann, Kevin Powers and Charles Dauray were in attendance at the meeting.

2. **Approval of Minutes**

Approval of Minutes for the November 12, 2009, Project & Lands Committee meeting held in Key Largo, Florida

Motion made by Shannon Estenoz, seconded by Jerry Montgomery, to approve the Project and Lands Committee meeting minutes from November 12, 2009. Vote called. Voting yes: Joe Collins, Shannon Estenoz, Jerry Montgomery and Patrick Rooney. Motion passed.

3. **Changes to Agenda** - Annette Carter, Director, Office of Governing Board & Executive Services

Annette Carter, Director, Office of Governing Board & Executive Services, read into the record:

Section 120.525, Florida Statutes, allows the District to change the published agenda for good cause shown, as determined by the presiding officer. Based upon that authority, the Chairman has determined that good cause exists to make certain changes to the Agenda. These changes are being made in order to permit the Committee to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed. These changes have been listed in the Committee Addendum available at the entrance to this meeting room.

4. **Cost-Sharing Remediation of Agrochemicals** - Paul Warner, Chief Scientist, Federal & State Policy Division (ext. 6512)

Paul Warner, Chief Scientist, Federal and State Policy Division, presented information regarding policy approval requests that are being discussed with Corps Headquarters related to cost sharing remediation of agrochemicals. Currently, there is an approved policy for projects without an approved Project Implementation Report (PIR). Additional guidance for implementing this policy is under development by Corps Headquarters.

Another policy approval request is still under discussion with the Corps Headquarters. This policy would apply to projects with a completed and approved PIR. Implementation of this policy would result in significant cost savings by allowing the District to certify lands without remediating in advance and the Corps would integrate remediation into their construction contracts. A federal decision on the proposed policy is anticipated for February 2010.

Mr. Joe Collins, referring to agrochemicals as crop protection products, explained that when legal levels of these products are applied, the products are safe for residential and commercial use. The concerns are adding water to the product during construction of the restoration projects.

Agenda Item #5 was deleted from the Agenda.

6. **Acquisition of Lands Adjacent to Current Okeechobee Field Station** - Ruth Clements, Director, Land Acquisition Department, and Joel Arrieta, Director of Field Operations North (ext. 6271 and 2867)

Ruth Clements, Director, Land Acquisition Department, presented information on the land acquisition adjacent to the Okeechobee Field Station. This land allows for future expansion of the Field Station in its current central location and also allows for future co-location of the Service Center thereby avoiding rental costs and allowing for consolidation of land management inventory.

Mr. Joe Collins stated this is a good opportunity for the field station and for the Okeechobee Service Center which has outgrown its office space.

7. **Public Comment**

Public Comment: Mayor Eugene Flinn, Palmetto Bay, thanked the Board for their continued partnership between the District and Palmetto Bay. He also commented on Old Cutler Property and supports of the settlement proposal which is being presented to the Governing Board at the January 14, 2010 meeting.

Beth Kibler, Old Cutler South, commented on Biscayne Bay Coastal Wetlands land acquisition. She supports the settlement proposal.

9. **C-43 West Reservoir** - Tommy Strowd, Assistant Deputy Executive Director, Everglades Restoration and Capital Projects (ext. 6998)

Tommy Strowd, Assistant Deputy Executive Director, Everglades Restoration and Capital Projects gave a presentation regarding two issues associated with the C-43 Reservoir:

- A wildlife entrapment issue as a result of the interior side slopes of reservoirs.

- A proposal to request the Corps to repackage the SFWMDs reservoir plans and specifications into a Corps format, which would allow the flexibility for either organization to construct the project when funding becomes available.

Mr. Dauray requested staff communicate with the local conservation groups regarding these issues.

Mr. Michael Collins had concerns on new standards by the USACE and U.S. Fish & Wildlife Service (USFWS) for wildlife entrapment protection, the increased costs to the projects, and whether the projects will ever be built because of these new standards.

Mr. Ammon provided an explanation of the design elements of a reservoir and the costs of making these design changes. He said USFWS has agreed that if we make the design changes, they would significantly reduce or eliminate the monitoring within these facilities, which is quite substantial.

Mr. Michael Collins indicated that if we could get USFWS to sign-off on significantly reducing the monitoring requirements, then maybe the redesign makes sense.

Ms. Estenoz agreed with Mr. Michael Collins that if we can get sign-off to reduce monitoring costs and that if we could avoid potential future problems with entrapment of wildlife, but only if this would not slow down the Chief's Report and subsequent authorization of the C-43 Reservoir Project.

Mr. Dauray expressed concern that once a species goes on the endangered species list, with so many rules and regulations, it will stay on the list and will effect our restoration efforts.

Mr. Joe Collins expressed concern about the continuously rising costs of CERP Projects based on new requirements, and encouraged looking at the ecosystem's big picture and overall environmental benefits we are trying to achieve for restoration projects.

Mr. Montgomery expressed concern about the District's budget and the amount of money being discussed. He said we need to move forward with this project and focus on saving money as the fiduciary responsibility to the taxpayers of South Florida.

Mr. Ammon said there has been numerous meetings with the USACE, USFWS and the U.S. Department of Interior on wildlife entrapment.

Mr. Ammon said he would bring back to the Committee a cost-benefit analysis for this design change versus monitoring savings.

Ms. Wehle commented on the discussions she has had between the District, USFWS and the USACE. She said the design change of stair steps for wildlife was the least expensive alternative design, and that this was a business decision, based on both costs and risk analysis. Redesigning the embankment would eliminate the risk of having to go back in the future and have to retrofit the project if we have migratory birds or endangered species entrapped, and the fact that redesign costs would be offset by USFWS not requiring monitoring. This will not be a precedent for projects; each project will be negotiated based on the cost and risk analysis specific to that project.

Ms. Estenoz expressed a desire to talk with USFWS about a programmatic approach to wildlife protection and monitoring requirements.

Ms. Wehle committed to come back to the Committee regarding the current monitoring requirement costs and projections for monitoring going forward associated with Everglades Restoration projects and let USFWS know the concerns and discuss the possibility of a programmatic approach.

8. Adjourn

Chair Rooney adjourned the meeting at 12:18 p.m.

Motion made by Jerry Montgomery, seconded by Shannon Estenoz to adjourn the meeting. Vote called. Voting yes: Joe Collins, Shannon Estenoz, Jerry Montgomery and Patrick Rooney. Motion passed.

_____
Patrick Rooney
Chairman
Projects and Lands Committee

Recorded By:

_____
Cathy Widness
Administrative Assistant Senior
Governing Board and Executive Services
SFWMD

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT TO EXPEDITE PHASE II OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT SO THAT PLANNING FOR PHASE II MAY COMMENCE AS SOON AS POSSIBLE AND TO TAKE ALL NECESSARY ACTIONS TO COMPLETE PHASE I OF THE BISCAYNE BAY COASTAL WETLANDS PROJECT; PROVIDING FOR TRANSMITTAL TO INTERESTED PARTIES; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn).

WHEREAS, Palmetto Bay is part of Miami-Dade County, the only county in the nation that is home to two national parks, Biscayne National Park and Everglades National Park; and

WHEREAS, Biscayne National Park boundaries include part of Palmetto Bay; and

WHEREAS, the health of Biscayne Bay and the Everglades is intrinsically linked to the economic well-being of Miami-Dade County through nature-based tourism and commercial and recreational fishing; and

WHEREAS, restoration of the greater Everglades' ecosystem is important for continued clean water supply, environmental and public health, and the economic viability of Miami-Dade County; and

WHEREAS, The Palmetto Bay Mayor and Council previously approved resolution no. 09-18, on March 2, 2009, urging the US Congress and Florida Legislature to fully fund Biscayne Bay Costal Wetlands Projects (sponsored by Mayor Flinn and co-sponsored by Councilman Tendrich), resolution no. 09-18 being included herein by its specific reference, and

WHEREAS, the Biscayne Bay Coastal Wetlands (BBCW) project, a critical component of the Comprehensive Everglades Restoration Plan (CERP), as authorized by Congress in 2000, is intended to restore natural coastal wetlands habitat by redistributing freshwater flow through more natural "sheet flows," and reconnecting coastal wetlands and marine habitats in Biscayne Bay and Biscayne National Park; and

WHEREAS, the BBCW project is the only CERP project that is dedicated to restoring Biscayne Bay and Biscayne National Park, both of which are vital to the ecological and economic health of Miami-Dade County; and

WHEREAS, the BBCW project will provide increased water storage in the wetlands east of the coastal ridge, which is expected to protect against saltwater intrusion and thereby increase resiliency against sea level rise in southern Miami-Dade County, which will specifically and specially

impact Palmetto Bay as well as other continuous Miami-Dade County municipalities/communities; and

WHEREAS, both Phase I and Phase II of the BBCW project must be completed in order to achieve the full project benefits as envisioned in CERP; and

WHEREAS, although there is a plan in place for the completion of Phase I of the BBCW project, the planning for Phase II of the BBCW project is not scheduled to begin until 2021, and actual construction of Phase II would occur even later in time; and

WHEREAS, Phase II of the BBCW project is intended to provide water storage and rehydrate significant wetland areas between the Princeton and Mowry Canals as well as the Model Lands wetland area, which contains more than 20,000 acres of important wetlands that connect the Everglades to Biscayne Bay and Card Sound; and

WHEREAS, in addition, Phase I of the BBCW project has not been completed, and therefore the potential benefits of that portion of the BBCW project have not yet been fully realized; and

WHEREAS, Palmetto Bay, along with and as an integral part of Miami-Dade County, is deeply invested and committed to seeing the BBCW project completed, and in order to do in a timely manner, Phase II of the BBCW project must move forward in advance of the current schedule; and

WHEREAS, to this end, Palmetto Bay has joined with Miami-Dade County in numerous projects where Miami-Dade County has continued to contribute substantial resources towards the goals of CERP and the BBCW project, including land acquisition, technical data, and staffing resources to those project delivery teams; and

WHEREAS, in order to expedite Phase II of the BBCW project, the South Florida Water Management District, as the local sponsor for this project, would need to ask the U.S. Army Corps of Engineers to include, in its budget for fiscal year 2018, the 50 percent federal share of funding for the planning of Phase II of the BBCW project, and such a request by the South Florida Water Management District may need to be made as early as mid-May 2016 in order to meet budgetary deadlines; and

WHEREAS, as such, the Palmetto Bay Village Mayor & Council wishes to join the request that the U.S. Army Corps of Engineers include the above-mentioned funding in its budget for fiscal year 2018; and

WHEREAS, the Palmetto Bay Village Mayor & Council also wishes to request that the Florida Department of Environmental Protection and the South Florida Water Management District move forward with planning for Phase II of the BBCW project on an expedited schedule, and take all necessary steps to do so, including the allocation of up to $3 million dollars, or equivalent in-kind services, as approved and required by the U.S. Army Corps of Engineers, for such planning efforts; and

WHEREAS, the Palmetto Bay Village Mayor & Council wishes to request that the U.S. Army Corps, Florida Department of Environmental Protection, and the South Florida Water Management District take all necessary steps to complete Phase I of the BBCW project,

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

Section 1. Urges the U.S Army Corps of Engineers, the Florida Department of Environmental Protection and the South Florida Water Management District to take all steps necessary to (1) complete Phase I of the BBCW project and (2) expedite the planning of Phase II of the BBCW project, so that such planning occurs as soon as possible, and in any event, sooner than the current schedule of 2021.

Section 2. Directs Palmetto Bay's state lobbyists to advocate for administrative action accomplishing the goals set forth herein and as described in Section 1 above, and authorizes and directs the Office of Intergovernmental Affairs to include this item in the 2017 State and Federal Legislative Packages when they are presented to the Board.

Section 3. The Village Clerk is authorized on behalf of the Village to provide executed copies of this resolution to the Members of the Florida Congressional Delegation; the Assistant Secretary of the Army for Civil Works, the Governor, the Chair and Members of the Miami-Dade State Legislative Delegation; Mayor Miami-Dade County, all members of the Board of County Commissioners, including through the Clerk of the Board; the Secretary of the Department of Environmental Protection, the Governing Board and Executive Director of the South Florida Water Management District and other Federal, State and/or local interested parties.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this _____ day of May, 2016.

Attest: _____

Meighan 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
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 ____

ITEM 6E

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Stamped Patterned/Textured Asphalt Crosswalk

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO PAVEWAY SYSTEMS INC. FOR THE PURPOSES OF INSTALLING A STAMPED ASPHALT CROSSWALK AT THE INTERSECTION OF SW 77TH AVE AND SW 152ND STREET IN AN AMOUNT NOT TO EXCEED $23,412.12; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

An important goal of the Village's Downtown Master Plan and various other studies is the enhancement of the pedestrian experience and the branding of major Village intersections with single color pattern design with City named lettering stamped asphalt crosswalks. Stamped crosswalks are textured crosswalks in which patterns are "stamped" into asphalt pavement before it hardens. Typically, stamped crosswalks resemble brickwork, stonework or other decorative patterns. These crosswalks are cheaper and easier to maintain than real brick or stone. While less expensive than real brick, the material and installation costs for stamped crosswalks are significantly greater than those associated with traditional painted line crosswalks.

A key improvement that can be made in the public right-of –way is the installation of patterned textured pavement crosswalks at key intersections in the Village. The Village has opted to install the first patterned textured pavement crosswalks with the Village's name inlayed in the stamped crosswalks instead of standard painted line crosswalks at highly traversed crosswalk on SW 77th Avenue and SW 152nd Street in a continued effort to promote safe pedestrian passage while establishing branding for the Village. The Village is proposing to install stamped crosswalks as part of the intersection upgrades at major intersections in the Downtown Redevelopment area and in traffic calming measures deemed necessary in the vicinity of the downtown developments.

Maintenance costs associated with stamped crosswalks involve reapplication of the thermoplastic colored coating over the stamped design. While the life-span of a typical stamped crosswalk is approximately 7-10 years depending on traffic volume, the lifespan of the colored coating is approximately 5-7 years. Depending on scheduled resurfacing and other factors such as traffic density and resulting wear, re-stamping and recoating would typically need to occur once every 7-8 years.

After conducting a good faith review of available sources and only being able to obtain two bid proposals, it is recommended that, pursuant to the Village's procurement code, it is in the Villages best interest to retain Paveway Systems Inc., for professional services described in the Quote for installation of a stamped asphalt crosswalk attached as Exhibit "A" ("Quote").

Administration is requesting the Village Council to authorize the Village Manager to issue a purchase order to Paveway System, Inc., in an amount not to exceed $23,412.12 for the terms and conditions as described in the attached Quote for the installation of a patterned/textured asphalt crosswalk at the intersection of SW 77th Avenue and SW 152nd Street.

FISCAL/BUDGETARY IMPACT:
Funding is available and budgeted for this item under "Special Revenue Fund- Transportation – Traffic Calming" in an amount not to exceed $23,412.12 for fiscal year 2015-16.

RECOMMENDATION:
Approval is recommended.

Attachments:

Exhibit A – (Pavement Systems Price Quote)

PAVEWAY SYSTEMS
114 Indian Lakes Ln.
Florahome, FL. 32140
Phone: 386.659.1316
Federal ID# 27-4884505
MBE Certified by the Florida OSD

PRICE QUOTE ACCEPTANCE

City of Palmetto Bay
Danny Casals

DATE: 4/19/2016
QUOTATION NUMBER: 1602-623A

JOB NAME
Sw 77th Ave & SW 152nd St

DESCRIPTION		TOTAL
Patterned/Textured Asphalt Paveway STS (IAW FDOT S523) APL No. S523-0003	148.00 S.Y.	$ 23,412.12
STS Materials & Installation for the unit price of:	$158.19 per S.Y.	

Specifications:
1. Prepare surface by approved methods of Paveway Systems
2. Place pattern and single color design with City Named lettering chosen.
3. Provide and install the STS system as per Paveway Systems specifications.
4. Certified installation with a 3 year warranty.
5. Removal or placement of asphalt or striping not included.

Conditions:
1. Based on Spring 2016 construction. Night Installation depending on temperatures.
2. MOT provided by others. Light tower provided by others.
3. Limits of textured areas to be laid out by others before our arrival.
4. Dumpster/trash pile area provided for our use, on site, by others.
5. Mobilization to site is included. Additional mobilizations due to contractor delays will be $3549.19.
6. Estimated 2-3 nights to completely install depending on MOT.
7. Permits, bonds, fees, testing not included.
8. Please allow 4-6 weeks for material manufacturing and scheduling.
9. Payment terms pending credit review.
10. Final payment based on field measurements.

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

TOTAL: $ 23,412.12

Thank you for the opportunity to provide a quotation. Please contact me if you have any questions.

Scott Hope
Paveway Systems, Inc.
s.hope@pavewaysystems.com
www.pavewaysystems.com

Quotation is valid for 60 days.

NOTES:
CAPITAL LETTER 'P' IS 30" TALL.
ADJACENT LOWER CASE 'a' IS 22" TALL.
THE WORD PALMETTO IS APPROXIMATELY 14 FEET LONG.
CROSSWALK SHOW IS 62' LONG X 10' WIDE.

CONCEPT ONLY

PAVEWAY SYSTEMS
FLORIDA

TITLE	PALMETTO BAY SW 77 Ave & SW 152 ST	
SIZE A	DWG NO	REV
DRAWN: calbright	DATE: 02/04/16	
DO NOT SCALE	SHEET 1 OF 2	

CONCEPT ONLY

PAVEWAY SYSTEMS
FLORIDA

TITLE	PALMETTO BAY SW 77 Ave & SW 152 ST	
SIZE A	DWG NO	REV
DRAWN: calbright	DATE: 02/04/16	
DO NOT SCALE	SHEET 2 OF 2	

PROPOSED
RESOLUTION

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER TO PAVEWAY SYSTEMS INC. FOR THE PURPOSES OF INSTALLING A STAMPED ASPHALT CROSSWALK AT THE INTERSECTION OF SW 77TH AVE AND SW 152ND STREET IN AN AMOUNT NOT TO EXCEED $23,412.12; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village, as part of its efforts to brand major intersections with single color pattern design with City named lettering stamped asphalt crosswalks; and

WHEREAS, the crosswalk at the intersection of SW 77th Avenue and SW 152nd Street are standard crosswalks with white reflective thermos-striping; and

WHEREAS, administration desires to have the highly visible single color stamped asphalt crosswalk with the city's name inlayed in the crosswalk at the intersection of SW 77th Avenue and SW 152nd Street; and

WHEREAS, the intersection of SW 77th Avenue and SW 152nd Street is heavily utilized and is an operative location for installation of pattern/textured asphalt crosswalk; and

WHEREAS, the Village Council, in a continued effort to promote safe pedestrian passage while establishing branding for the Village desires to have the highly traversed crosswalk on SW 77th Avenue and SW 152nd Street upgraded with a single color stamped asphalt crosswalk with the city's name inlayed in the crosswalk; and

WHEREAS, after conducting a good faith review of available sources and only being able to obtain two bid proposals, it is recommended that, pursuant to the Village's procurement code, it is in the Village's best interest to retain Paveway Systems Inc., for professional services described in the attached Quote for installation of a stamped asphalt crosswalk attached as Exhibit "A" ("Quote").

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

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Authorization.** The Village Council hereby authorizes the Village Manager to issue a purchase order to Paveway System, Inc. in an amount not to exceed $23,412.12 for the terms and conditions implemented on the attached quote.

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

PASSED and **ADOPTED** this _____ day of May, 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
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:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Urban & Community Forestry Grant Program

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING SUBMISSION OF AN APPLICATION TO THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay continues its efforts to improve and evolve our urban forestry program. As a Tree City USA and Growth City it is important for the Village to seek supplementary resources for the enhancement and progression of our urban forestry program.

The Public Services Department is requesting support for the submission of an application to the State of Florida for the Urban and Community Forestry Grant Program. The Urban and Community Forestry Grant funds provided through the USDA Forest Service are administered in each of the fifty states through the office of the state forester. These funds are nationally authorized by the 1995 Farm Bill. The Florida Department of Agriculture and Consumer Services Forestry Division is anticipating the receipt of federal funds for this initiative aimed to enhance local urban and community forestry programs and to improve the urban environment within the State of Florida.

In the State of Florida, the Urban Community Forestry Grant Program anticipates an allocation of $400,000 for fiscal year 2016. Grant awards are 100% funded by the federal government through the U.S. Forest Service. State funds will be allocated to regions based on population. There are a total of 3 Zones (44 Counties in Zone 1, 13 Counties in Zone 2, and 10 Counties in Zone 3). The grant funding available for each of the three (3) Zones is approximately $133,000.

A 50/50 match is required (50% grant/50% applicant). The maximum award grant award to a single applicant is $20,000. The minimum grant amount that may be awarded is $2,000. The Village is eligible as a municipal governmental agency under the umbrella of Miami-Dade County in Zone 3. The Public Services Department allocates $50,000 on a yearly basis for the Village's forestry program in order to comply with the Tree City USA recognition requirements;

therefore, no additional allocation of funds is necessary for the Village's 50% match requirement.

There are four grant categories:

- Category 1 - Local Government Program Development or Improvement;
- Category 2 - Demonstration or Site Specific Projects;
- Category 3 - Non-Profit Administration;
- Category 4 - Information and Education.

Out of the four grant categories, it is recommended that the Village submit a grant submission for Category 2: Demonstration or Site Specific Projects. Category 2 is considered as the development and installation of tree/palm planting projects which demonstrate proper urban forestry principles. Projects in this category demonstrate "right tree - right place" principles, utility line compatibility with appropriate species, energy conservation considerations, improvement of entranceway or gateway beautification, street tree plantings, park tree plantings or tree planting for the encouragement or support of economic development. Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost, and as such, cannot be reimbursed. The Village of Palmetto Bay desires to apply for an Urban and Community Forestry Grant which would provide supplemental monies to help fund the installation of the Village of Palmetto Urban Forestry Demonstration Tree/Palm Planting Project planned along the medians of S. Dixie Highway.

It is recommended that the Village Council approve the authorizing the submittal of an application for an Urban Community Forestry Grant in an amount not to exceed $20,000 and further authorizing the Village Manager to execute all documents necessary to effectuate the intent and purpose of the grant program. If funding is awarded, monies in an amount up to $40,000 will be used to fund the ongoing Tree/Palm Planting Beautification Project along the corridor of S. Dixie Highway within the boundaries of the Village. This project will support and encourage economic development along the corridor which is the gateway into the Village.

FISCAL/BUDGETARY IMPACT:

The maximum award per application is $20,000 and the grant program requires a 50/50 match. The Village's 50% match will be funded from the $50,000 budgeted on an annual basis for the Village's forestry program as a requirement of the Urban Forestry Tree City USA recognition program; therefore, no additional allocation of funds is necessary to meet the 50% match requirement.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING SUBMISSION OF AN APPLICATION TO THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, trees are an important part of our community; and

WHEREAS, as a Tree City USA and Growth City community it is important for the Village to seek supplementary resources for the enhancement and progression of our urban forestry program; and

WHEREAS, the Village of Palmetto Bay desires to apply for an Urban and Community Forestry Grant which would provide monies in which will help fund the Village of Palmetto Urban Forestry Demonstration Tree/Palm Planting Projects on public property; and

WHEREAS, a 50/50 match is required (50% grant/50% applicant); and

WHEREAS, the maximum grant award to a single applicant under Category 2: Demonstration or Site Specific Projects is $20,000; and

WHEREAS, the Village allocates $50,000 on a yearly basis for the Village's forestry program in order to comply with the Tree City USA recognition requirements; therefore, no additional allocation of funds is necessary for the Village's 50% match requirement; and

WHEREAS, the Village of Palmetto Bay wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the Village of Palmetto, Florida and the Florida Department of Agriculture and Consumer Services.

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

Section 1. The Village Council supports the site specific demonstration Tree/Palm Planting Beautification Projects along the corridor of S. Dixie Highway within the boundaries of the Village to support and encourage economic development which is considered the gateway to the Village.

Section 2. The Village Council now hereby authorizes the Village Manager to submit an application to the Urban and Community Forestry Grant program through the

submit an application to the Urban and Community Forestry Grant program through the Florida Department of Agriculture and Consumer Services, Division of Forestry; and further authorizes the Village Manager to execute all documents necessary to effectuate the intent and purpose.

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

PASSED and **ADOPTED** this _____ day of May, 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
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 _____

ADAM H. PUTNAM COMMISSIONER	**Submit Bids to:** Florida Department of Agriculture and Consumer Services 407 South Calhoun Street - Mayo Building, Room SB-8 Tallahassee, FL 32399-0800 **Telephone:** (850) 617-7181
Page 1 of 80 Pages	BIDS NO. **RFP/FFS-15/16-71**
AGENCY MAILING DATE: FEBRUARY 12, 2016	WILL BE OPENED **MARCH 31, 2016 @ 2:00 P.M.** and may not be withdrawn within 90 days after such date and time NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT JUNE 30, 2016
BID TITLE: **2016 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM**	

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS	
CITY - STATE - ZIP	AUTHORIZED SIGNATURE (TYPED) TITLE
TELEPHONE: ( )	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
   (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
   (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
   (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
   (d) "Response" means the material submitted by the respondent in answering the solicitation.
   (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

*~~3. **Electronic Submission of Responses.**~~ Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

   The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

*~~5. **Questions.**~~ Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the

construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
   - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
   - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
   - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
   - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
   - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
   - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
   - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
     - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
     - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
   - The product offered by the respondent will conform to the specifications without exception.
   - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
   - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
   - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
   - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
   - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

    Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~19. Public Records.~~ Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

* ***DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.***

** ***DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.***

(PUR 1001 - 60A-1.002(7), F.A.C.)

GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
   (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
   (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
   (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
   (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon

approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

    At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State which is available at the following: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

    Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3),

F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

    Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

    Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

    The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

    Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

    Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive

unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This

statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

THIS CONDITION DOES NOT APPLY TO THIS AGENCY.

(PUR 1000 - 60A-1.002(7), F.A.C.) 11/06

REQUEST FOR PROPOSAL

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES CHECKLIST

_____ 1. The entire Request for Proposal has been read.

_____ 2. Page 1 of the Request for Proposal Form **PUR 1001/1000,** Instructions to Respondents and General Contract Conditions, has been completed, signed and included in the proposal package. Provide a complete address for the proposer in the space provided (include street address or post office box, city, zip code and telephone number.) Please note: **ALL FUTURE PAYMENTS WILL BE SENT TO THE CONTACT PERSON AND ADDRESS LISTED ON THIS PAGE.**

_____ 3. **ATTACHMENT A, SCOPE OF WORK,** has been completed, signed and included in the proposal package. Please note: **ALL FUTURE CORRESPONDENCE WILL BE SENT TO THE CONTACT PERSON LISTED ON THIS PAGE.**

_____ 4. A detailed itemized budget summary **(ATTACHMENT B, BUDGET)** has been completed and included in the proposal package.

_____ 5. A resolution (by the local government) indicating support for the project **must** be included with the proposal package **(ATTACHMENT C, EXAMPLE URBAN AND COMMUNITY FORESTRY GRANT RESOLUTION)**.

_____ 6. **ATTACHMENT F, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**, has been completed, signed and included in the proposal package.

_____ 7. **ATTACHMENT G, CONFLICT OF INTEREST STATEMENT**, has been completed, signed and included in the proposal package.

_____ 8. **ATTACHMENT H, DRUG-FREE WORKPLACE PROGRAM BIDDER CERTIFICATION,** form has been signed and is included in the proposal package.

_____ 9. Applicant has registered current Federal Employer Identification Number (FEID #) and mailing address in MyFloridaMarketPlace.com. Applicant must also complete the Division of Financial Services required Substitute Form W-9 **(ATTACHMENT J, FEDERAL EMPLOYER IDENTIFICATION NUMBER REGISTRATION INSTRUCTIONS/SUBSTITUTE W-9 INSTRUCTIONS). No contract can be entered into without both registrations being completed.**

_____ 10. **ATTACHMENT K, DUNS NUMBER,** Applicant will need to provide a DUNS (Data Universal Numbering System) number and register it in SAM (System of Award Management). **A copy of confirmation of the registration is needed in the proposal package.**

_____ 11. For demonstration or site specific projects along roadways, a map must be included showing both the U.S. Highway and S.R. (State Road) numbers separated by a slash (/), if both exist. If only one exists, please circle either "U.S." or "S.R." to indicate which numbers you are giving. At least three photos of the site should also be included in the proposal package.

_____ 12. In conformance with Section 481.329(7), Florida Statutes, "Persons who perform landscape architectural services not for compensation, or in their capacity as employees of municipal or county governments, shall not be required to be licensed..." This means that if the required design is completed by an unpaid volunteer or an employee of municipal or county government, a Florida registered architect does not have to sign and seal the drawings.

_____ 13. One (1) original with blue ink signature and five (5) copies of the proposal package have been submitted.

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REQUEST FOR PROPOSAL
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

2016 NATIONAL URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

INSTRUCTIONS TO PROPOSERS

Each proposer must complete and provide all the required information by the time and date listed herein to be considered.

HOW TO SUBMIT A PROPOSAL

Proposals must be submitted in a sealed envelope and mailed/delivered to the address listed on form PUR 1001, General Instructions to Respondents. The face of the envelope shall be marked with the date and time of the proposal opening and the proposal number. Each proposal shall be submitted in separate sealed envelopes and must contain six (6) copies (one original and five copies) of the proposal including all attachments.

1. Proposal packages should be printed/copied on one-side only and must not exceed thirty (30) pages, including attachments. Do not submit pages 2-8 of Request for Proposal document (form PUR 1001, General Instructions for Respondents, or form PUR 1000, General Contract Conditions.)
   a. All attachments must be folded to a size not to exceed 8 1/2" X 11".
   b. All proposals must be complete and bound by binder clip or staple – no rubber bands, plastic binders or folders.
   c. All signatures on the "original" must be in blue ink.
   d. Alternate proposals must be submitted in separate envelopes and clearly identified as proposal #2, proposal #3, etc. Failure to comply with this requirement may result in non-award of any proposal.

2. Form PUR 1001, General Instructions to Respondents and Form PUR 1000, General Contract Conditions - Complete, date and obtain a signature from the individual who is legally authorized to approve submittal of the proposal. Failure to return a signed form will cause the proposal to be ruled ineligible. **Submit only page 1 of form PUR 1001, General Instructions for Respondents, and form PUR 1000, General Contract Conditions.**

3. **ATTACHMENT A, SCOPE OF WORK, must** be used. It shall not be altered in format or content. This form must be completed in its entirety - the first page and the project narrative (two page maximum).
   a. Contact information for the project manager must be included in its entirety.
   b. The legally authorized representative for the proposer must sign and date the form. Unsigned proposals will cause the proposal to be ruled ineligible.
   c. The correct Federal Employer Identification Number (FEID #) must be listed on the form.
   d. A narrative of up to two pages (size 12 font) describing the project and its benefits.

4. **ATTACHMENT B, BUDGET**, must be completed in detail and included in the proposal package.

5. **ATTACHMENT F, CERTIFICATIONS REGARDING LOBBYING; DEBARMENT; SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS,** must be completed, signed and included in the proposal package.

6. **ATTACHMENT G, CONFLICT OF INTEREST STATEMENT**, must be completed, signed and included in the proposal package.

7. **ATTACHMENT H, DRUG FREE WORKPLACE PROGRAM BIDDER CERTIFICATION,** must be signed and included in the proposal package.

8. Up to five (5) letters of local support may be included as part of the proposal; at least three (3) letters are recommended.

9. Maps, photos, cost estimates and other supporting materials may be included at the end of the proposal package.

10. **Applicants must register their current Federal Employer Identification number (FEID #) and mailing address at MyFloridaMarketplace.com and the Department of Financial Services required Substitute Form W-9 (ATTACHMENT J, FEDERAL EMPLOYER IDENTIFICATION NUMBER REGISTRATION**

INSTRUCTIONS/SUBSTITUTE W-9 INSTRUCTIONS) before a contract can be executed. This should be done before the grant submission deadline.

11. Applicant will need to provide a **DUNS (Data Universal Numbering System)** number and register it in **SAM (System of Award Management), ATTACHMENT K, DUNS NUMBER REGISTRATION**. The website for DUNS is http://fedgov.dnb.com/webform, and the website for SAM is https://www.sam.gov . Once registered on SAM, print a confirmation of being registered that has the DUNS information on it. **A COPY OF THAT CONFIRMATION IS NEEDED IN THE PROPOSAL PACKAGE.**

REQUEST FOR PROPOSAL
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE

2016 URBAN AND COMMUNITY FORESTRY GRANT PROGRAM

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

INTRODUCTION

The Urban and Community Forestry (U&CF) grant funds provided through the United States Department of Agriculture (USDA) Forest Service are administered in each of the fifty states through the office of the state forester.

The state foresters provide national leadership for the implementation of U&CF programs at the state level. The National Association of State Foresters works closely with the USDA Forest Service, members of Congress and national conservation organizations to provide for adequate U&CF funding, a responsible national U&CF policy and progressive strategies to manage and replant our nation's community forests.

The growth of our national population and the accompanying development of urban centers and the surrounding rural areas have resulted in the continual loss of natural areas and tree cover. Trees provide many benefits to people living in cities and towns including energy conservation through shade, wildlife habitat, decreased storm water runoff, cleaner air, production of oxygen, removal of carbon dioxide and increased property values. It is through these and other benefits that trees contribute to the health, safety and welfare of people living in cities and towns. Studies have shown that in our cities more trees are removed than are planted and that the average lifespan of a tree in inner city areas is only seven years.

PURPOSE

The purpose of Florida's U&CF Grant Program is to provide financial assistance to local governments, Native American tribal governments, volunteer groups, nonprofit organizations and educational institutions to initiate or enhance local urban and community forestry programs and improve the urban environment within the state of Florida. The state of Florida anticipates an allocation of **$400,000** for fiscal year 2016. **However, the Florida Forest Service (FFS) has not received the federal funding to support this grant program at the time of issuance of this Request for proposal (RFP) and may have to delay contract execution until these funds are received.** The primary purpose of this U&CF grant program is not beautification through tree planting, but to develop and enhance urban and community forestry programs. Total funding available for demonstration or site specific tree planting projects is limited to 20% of available funds **($80,000)** and tree planting projects are limited to a maximum award of **$20,000** per applicant.

The U&CF grant program is intended to help local governments, Native-American tribal governments, volunteer groups, nonprofit organizations and educational institutions get programs started and is not meant to be a continual funding source for staffing. The U&CF grant will fund staffing for no more than three grant years.

The US Forest Service has directed the FFS to focus on assisting communities to strengthen their urban forestry programs in the following four core areas:

1. Active involvement by community tree boards or citizen tree advisory groups.

2. Development of urban tree management plans based on current inventory data.

3. Program oversight by qualified professional staff or professional consultant.

4. Development of a tree ordinance that will enforce community tree care standards.

Addressing these four areas will involve education of citizens, local officials and tree care professionals. Encouraging volunteer and citizen group participation in these activities is also a key to program success. Some demonstration areas to show good urban forestry practices are also helpful and will be funded to a limited extent under this grant program.

Copies of the U&CF grant program RFP may be obtained by contacting: Florida Department of Agriculture and Consumer Services, Purchasing Office, 407 S. Calhoun Street, Room SB-8 Mayo Building, Tallahassee, Florida, 32399-0800, (850) 617-7181. It can also be downloaded from the FFS website, www.floridaforestservice.com.

SCOPE

Florida's U&CF grant program was originally authorized in the Forestry Title of the 1995 Farm Bill passed by the 107th Congress. Section 589.28, Florida Statutes, authorizes the Florida Department of Agriculture and Consumer Services (FDACS or Department) to cooperate with local governments to promote the planting and protection of trees to improve the beauty and livability of urban environments within the state of Florida.

DEFINITIONS

For the purpose of this RFP:

1. "Applicant" means a local government, a Native American tribal government, a legally organized nonprofit organization or an educational institution submitting a proposal for federal funds under this grant program.

2. "Proposal" means **ATTACHMENT A, SCOPE OF WORK**, and its required attachments and supporting documentation, which shall not exceed a total of 30 one sided pages, including maps and plans.

3. "Center Manager" or "District Manager" means the FFS administrative official, or his/her designee, responsible for all forestry activities within a multi-county administrative unit pursuant to Section 589.30, Florida Statutes.

4. "Chief Executive Officer" means the chief administrative employee of a local government, nonprofit organization or educational institution.

5. "Commissioner" means the Commissioner of Agriculture for the state of Florida.

6. "Department" or "FDACS" means the Florida Department of Agriculture and Consumer Services, an agency of the state of Florida.

7. "U&CF Grant Coordinator" means the FFS employee designated by the state forester to coordinate implementation of the grant program.

8. "U&CF Subcommittee" means the subcommittee assigned by the state forester to score and rank the qualifying proposals.

9. "Local Government" means a county government, a municipality (an incorporated city, town or village), a school board district or an independent special district.

10. "Nonprofit Organization" means an organization that has filed an application with Florida's Secretary of State for nonprofit corporate status pursuant to Section 617, Florida Statutes, and has been issued a Federal Employer Identification Number by the Internal Revenue Service.

11. "RFP" means Request for Proposal.

12. "State Forester" means the director of the Florida Forest Service (FFS).

13. "Statewide Project" means a project that impacts the whole state or one that implements specific activities in all three regions of the state as determined by the Department.

14. "Non-federal public property" means public property owned by state or local governments or tribal governments.

ELIGIBILITY REQUIREMENTS

1. Qualified applicants are limited to legal nonprofit organizations, educational institutions, local governments and Native American tribal governments.

2. Grant requests may not exceed **$30,000**. Maximum grant award to a single applicant is **$30,000**. The minimum grant amount that may be requested is **$2,000.**

3. The maximum grant award for a Category 2 grant (demonstration or site specific project) is **$20,000.**

4. The maximum grant award for a Category 4 grant (information and education) is **$10,000.**

5. Grants are for projects **not** currently budgeted and may **not** be used to replace existing commitments.

6. Expenses associated with travel and per diem are **not** eligible.

GRANT CATEGORIES

There are four grant categories:

1. Local Government Program Development or Improvement
2. Demonstration or Site Specific Projects
3. Non-Profit Administration
4. Information and Education

Category 1: Local Government Program Development or Improvement

Qualified Applicants: Local governments, educational institutions and Native American tribal governments (non-profits apply under Category 3)

Activities in this category focus on improving U&CF technical assistance at the local level. Priority will be given to projects which initiate community forestry programs or enhance a local government's ability to develop and maintain a comprehensive tree management program. Projects must yield tangible results which provide a basis for improving U&CF programs.

- A resolution **(ATTACHMENT C, EXAMPLE URBAN AND COMMUNITY FORESTRY GRANT RESOLUTION)** which states that the governing body concurs with the proposal and will sign a Grant Memorandum of Agreement if awarded a grant (this resolution should be submitted as part of the proposal package) by the applicant is required.

- The maximum grant allocation is **$30,000** in this category.

- Up to 10% of the awarded grant funds can be used for reimbursement of in-house staff time devoted to execution or oversight of these projects. Additional staff time can be used as match.

Subcategories of Category 1:

1. **Ordinance Development or Revision** – This includes costs associated with reproduction, mailing or consultant fees to develop or revise a tree protection ordinance.

2. **Tree Inventories** – This is for the development of a local tree inventory/hazardous tree inventory on non-federal public properties (includes parks, rights-of way and preserves). This can include the purchase of hardware, software and related equipment, as well as fees paid to vendors to conduct the inventory.

3. **Management or Master Plans** – This is for the development of a management plan to guide the management of urban trees on non-federal public properties.

4. **In-House Training** - This is for the development of (or improvement of) an in-house U&CF training package. This can include instructor fees, but not travel.

5. **Staffing** - This is for the employment of an urban forestry professional, technician or consultant. The U&CF grant is to help local governments get programs started and is not meant to be a continual funding source for staffing. Staffing is limited to three grant years of funding from this program, and funding is not guaranteed from one year to the next. Funding is limited to **$20,000.** The narrative should include specific activities (deliverables) that this position will accomplish during the grant period.

6. **Student Internships** – This is for the employment of a student intern in urban forestry or a student from a related field of study for the development of or improvement of a U&CF program. The narrative should include specific activities (deliverables) that this position will accomplish during the grant period.

7. **Equipment** - for the purchase of field data recording equipment and computer software. Funding is limited to **$4,000**.

Category 2: Demonstration or Site Specific Projects

Qualified Applicants: Local governments, Native American tribal governments, nonprofit organizations and educational institutions.

The purpose of these projects is to establish examples of proper urban tree planting, protection and pruning in a prominent visible location. Projects must be conducted on non-federal public land or tribal community property. Species diversity, native species and site limitations should be considered when planning a project.

Highest priority will be given to projects that demonstrate correct urban forestry principles and are conducted in highly visible areas. Additional consideration for funding shall be given to smaller, rural communities or underserved neighborhoods in larger cities.

Total grants in category 2 (site specific tree planting projects) will not exceed **20%** of available state funds. All plant materials must meet the Division of Plant Industry's standards for a Florida Grade #1 specimen or be of equivalent or better quality. Proposals must include a three (3)-year maintenance plan at the grant recipient's expense. Maintenance costs incurred after certification by the FFS are ineligible for reimbursement. A resolution signed by the owner of the property must be included in the proposal package, which states that they concur with the proposal. A Grant Maintenance Memorandum of Agreement must be signed by the grant recipient if awarded a grant. No more than **ten percent** (**10%**) of the grant funds may be budgeted for personnel costs in this category.

Subcategories of Category 2:

1. **Demonstration Tree/Palm Planting Projects on Public Property** - This is for the development and installation of tree/palm planting projects which demonstrate proper urban forestry principles. Projects can demonstrate "right tree - right place" principles, utility line compatibility with appropriate species, energy conservation considerations, improvement of entranceway or gateway beautification, street tree plantings, park tree plantings or tree planting for the encouragement or support of economic development. **Funds may only be used for purchase and planting of trees/palms. Purchase and planting of shrubs and ground covers (not sod) in conjunction with the tree planting may only serve as a matching cost, and as such, cannot be reimbursed.**

   The maximum grant award for demonstration tree planting is **$20,000**. A 60-day "grow-in period" is required prior to Certification of Acceptance by the Department and the processing of a final reimbursement. The proposal should state how the trees will be watered and cared for during the grow-in period.

2. **Tree Planting Requirements**:

   a. Trees/palms (including those planted as part of the local match) must be Florida Grade #1 or equivalent (Florida Division of Plant Industry, Grades and Standards).

   b. Trees may not exceed a 4-inch caliper. Palms may not be taller than 16 feet, clear trunk.

   c. Minimum tree size is 1 and 1/2 inch caliper, in at least a 15 gallon container.

d. At least three tree species native to the area and suitable for the site and objective must be planted.

e. Up to **ten percent (10%)** of the grant award may be used for the purchase and/or installation of irrigation equipment or an irrigation system, or for supplemental watering during the 60 day grow-in period.

f. Trees listed on the Exotic Pest Plant Council's MOST RECENT list of Florida's Invasive Species may not be planted as any part of this grant program. The list may be found on the internet at www.fleppc.org.

g. Maximum allowable cost per individual tree or palm is **$450,** which can be split between grant and match for purchase and planting.

h. Written approval is required (as part of the proposal) from the Florida Department of Transportation for planting and maintenance on any state right-of-way.

i. Eligible multi-stemmed tree species include only those listed on the Right Tree/Right Place posters produced by the Florida Urban Forestry Council, unless FFS permission is granted for other species.

j. A maximum of **$12** per tree may be spent on planting materials during the 60 day grow-in period only.

k. Up to **ten percent (10%)** of the grant award may be spent on site-preparation costs directly related to the tree planting.

l. Successful applicants may rent equipment with which to plant the trees or palms. The maximum allowance is **ten percent (10%)** of the grant award.

m. Proposals must include the following:

1. A detailed planting plan (site plan) which shows the location of the trees/palms, existing structures and site limitations such as underground utilities and overhead wires.
2. A location map.
3. A minimum of three color photographs of the planting site.

3. **Demonstration tree protection projects** – This is for the development and installation of a demonstration tree protection project. Funds are for the purchase of materials, rental equipment and labor costs for installation and associated interpretive (educational) materials. The maximum grant award for a tree protection demonstration is **$10,000**.

4. **Demonstration maintenance projects** – This is for the demonstration of correct tree maintenance techniques (pruning, fertilization, lightning protection, etc.) that improve U&CFs. Practices must be performed according to ISA standards. The maximum grant award for demonstration maintenance projects is **$10,000**.

Category 3: Nonprofit Administration

Qualified Applicants: Nonprofit Organizations

This category provides funding for personnel costs only and is intended to help volunteer groups, nonprofit organizations and volunteer tree advocacy groups become more effective in their ability to support and promote local tree management programs. Primary emphasis will be on assistance with administrative staffing and funding that will allow the organization or group to improve and/or develop U&CF programs through citizen involvement. A resolution or letter from the president (or a representative authorized to enter into contract agreements) must be included in the proposal packet stating their concurrence with the proposal. A three month progress report will be required for the duration of the grant. Maximum grant allocation in this category is **$20,000.**

Subcategories of Category 3:

1. **Staffing** - This is for the employment of additional staff member(s) or to increase the number of hours of an existing local program manager or administrator on the staff of a local non-profit volunteer group.

2. **Student internships** – This is for the employment of an intern student in U&CF (or another related field of study) to assist with the development or improvement of a U&CF program.

Funding is limited to three grant years and is not guaranteed from one year to the next. The narrative should include specific activities that this position will accomplish during the grant period. **The proposed goals and activities of these staff members must be consistent with the goals of this grant program.**

Category 4: Information and Education

Qualified Applicants: Local governments, Native American tribal governments, nonprofit organizations and educational institutions

This category is provided to encourage local governments, nonprofit organizations and educational institutions to purchase or produce information and education materials (leaflets, newsletters, handbooks, videos) for distribution to the general public, or to cost-share seminars, training sessions and workshops on U&CF topics. The emphasis is on informing and training the general public, volunteer groups, technicians, tree workers, etc. (i.e., U&CF technology transfer). The maximum grant award for this category is **$10,000, and the minimum is $2,000**. Up to 10% of the awarded grant funds can be used for reimbursement of in-house staff time devoted to execution or oversight of these projects. Additional staff time can be used as match.

Subcategories of Category 4:

1. **Educational programs** – This is for the exhibition, purchase or development of materials for the benefit of public education in U&CF.

2. **Arbor Day Programs** – This is for the development, planning, advertising and organizing of local Arbor Day Programs.

3. **Workshops/Training Sessions/Conferences/Seminars** – This is for the support and organization of public programs which benefit U&CF. Costs may cover mailing, speaker's expenses, audio/visual equipment rental and related expenses.

4. **Youth Programs** – This is for the development and production of U&CF programs which will involve/benefit young people - K through college level.

5. **Public Service Materials (PSA Development)** – This is for the development of or purchase of public service programs, videos, slide shows or web-based products, which educate the public in principles of U&CF. These may include expenditures for paper, production costs, equipment rental or other accessories (excluding the purchase of camera or other video equipment).

6. **Volunteer Training** – This is for the development, production and presentation of an U&CF training program to interested volunteers, individuals or organizations.

7. **Brochures and Web Page Development** – This is for the purchase of existing technical brochures or the design, development, production or mailing of an educational or informational brochure or web page stressing the importance of any aspect of U&CF and the principles involved. Those desiring brochures are encouraged to utilize existing brochures, if brochures exist, and apply for funding for the purchase and distribution of brochures.

8. **Exhibits** – This is for the purchase of or design, development and construction of an educational/informational exhibit which promotes the principles of U&CF.

9. **Wildfire Safety/"Fire Wise" Promotion** – This is for design and development of materials, brochures, Public Service Announcements (PSAs), workshops or meetings that promote Fire Safety or the "Fire Wise" message in high wildfire risk communities in the Wild land/Urban Interface.

SELECTION CRITERIA

The U&CF Grant Coordinator shall review and determine the completeness of the proposal. The following criteria must be met before the grant proposal may be determined to be complete:

1. The proposal must contain all the requested information, be legible and understandable.

2. A resolution or letter approving the proposal and authorizing the chief executive officer of the applicant to execute agreements and documents associated with the grant request must be submitted as part of the proposal.

3. A budget detailing all costs of the project must be submitted with the proposal.

4. Late proposals, email transmissions and fax transmissions will not be accepted or considered. Unsigned proposals will be ruled ineligible.

PROPOSAL EVALUATION CRITERIA

The U&CF Subcommittee shall develop a prioritized list of all proposals which the U&CF Grant Coordinator has determined to be complete.

1. The U&CF Subcommittee shall evaluate each proposal based upon how well the proposal meets the purpose of the grant program. Maximum possible points is **150 points,** including bonus points. A minimum score of **90 points** is required to be considered eligible for funding.

2. The scoring of proposals is based upon the following prioritized and weighted attributes:

   a. **Previous U&CF Grants Received - 20 Points Maximum**

   The highest score will be given to first-time applicants whose proposals will help to initiate or enhance their community forestry program and communities with populations of less than 20,000 inhabitants.

   Applicants that are applying to continue the second year of a grant-funded staff position will receive 15 points. Other applicants will have five points deducted from their maximum score for each grant approved in the past three years.

   b. **Urban Forestry Program Development - 20 Points Maximum.**

   The highest score will be given to proposals that provide documentation indicating that the proposal (applicant) is enhancing its capacity to build a sustained program and/or address urban and community forestry needs. The current state of the applicants' urban forestry program will be considered, as well as the project's potential to improve that program, as well as citizen awareness and citizen participation.

   c. **Demonstrated Need - 20 Points Maximum**

   The highest score will be given to proposals that demonstrate an economic need for cost-share dollars, in particular, smaller, rural communities or underserved neighborhoods in larger cities.

   d. **Well-Defined Goals and Objectives - 15 Points Maximum**

   The highest score will be given to proposals that clearly state goals and objectives that will expand/complement existing U&CF efforts, as defined above under Urban Forestry Program Development.

e. **Technical Correctness – 15 Points Maximum**.

The highest score will be given to proposals which include competent project supervision, adherence to tree planting and other practice specifications and knowledge of how to implement the practice they are proposing.

f. **Environmental and Educational Value - 10 Points Maximum**

The highest score will be given to proposals that will contribute multiple environmental benefits to the community and educate a significant sector of the public or local professional community.

g. **Cost Effectiveness - 10 Points Maximum**

The highest score will be given to proposals that will clearly maximize results with the efficient use of grant dollars, clearly describe how funds will be expended and adhere to the cost parameters listed in this RFP. Including written estimates will enhance this score.

h. **Level of Community Involvement or Support - 10 Points Maximum**

The highest score will be given to proposals that provide documented community support, involve **partnerships** with private industry, volunteer groups or local governments and encourage continued citizen involvement in the local urban forestry program. At least three letters of endorsement from the local community are recommended.

i. **Promotional Value - 5 Points Maximum**

The highest score will be given to proposals which have a high potential for positive public relations, where the applicant indicates a strategy for publicizing the project.

j. **Completeness of Proposal - 5 Points Maximum**

The highest score will be given to proposals which are complete, include all of the required attachments and provide a detailed explanation of the proposal.

In addition to the above, the following will be considered for bonus scoring during the evaluation: (15 points maximum)

k. ***Tree City or Tree Campus USA* certification – 5 Points Maximum**

This indicates a community's commitment to sustaining their urban forestry program.

l. ***Tree City Growth* Award Recipient – 5 Points Maximum**

The community demonstrates an increasing commitment to its urban forestry program.

m. **Proposal Specifies a Certified Arborist(s) or a Graduate Forester from an Accredited Four Year Bachelor of Science in Forestry Program will be Involved in Project Implementation – 5 Points Maximum**

This indicates a community's commitment to the proper implementation of urban forestry practices.

n. **New Partnership Established for Project – 5 points Maximum**

This demonstrates a community's commitment to pursue alternative resources.

REJECTION OF PROPOSALS

The Department reserves the right to recommend partial funding of proposals; the right to reject any or all proposals or waive minor irregularities, when to do so would be in the best interest of the state of Florida, and to reject the proposal of a proposer whom the Department determines is not in a position to perform the contract.

Minor irregularities are those which will not have a significant or adverse effect on overall competition, cost or performance.

POSTING AND RECOMMENDED AWARDS

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Vendor Bid System located at http://myflorida.com, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations will remain posted for a period of seventy two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

Proposals that do not receive an award during the current grant cycle will be notified in writing with an explanation of why they received a lower score. At the same time, suggestions will be provided for ways they can improve their chances of being awarded a U&CF grant in the future.

LATE PROPOSALS

Proposals received by the Department after the proposal opening time and date will be rejected as untimely and will not be opened. A late proposal notice will be sent to the proposer after the posting of award notice with instructions for its return. Unclaimed late proposals will be destroyed after 45 days. Offers from vendors listed on the Department's posted award notice are the only offers received timely in accordance with the Department's proposal opening time and date.

COST OF PREPARATION

The Department is not liable for any costs incurred by a proposer in response to this RFP including an optional oral presentation.

URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT (AND MAINTENANCE MEMORANDUM OF AGREEMENT, IF APPLICABLE)

A grant under this program will not be awarded until a Grant Memorandum of Agreement has been fully executed between the Department and the applicant.

The Grant Memorandum of Agreement shall detail the responsibilities of the applicant, a schedule and the terms of payment for the project **(ATTACHMENT N, EXAMPLE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT).**

EXECUTION OF AGREEMENTS AND DOCUMENTS

Upon notification of a grant award, the following shall take place:

1. It will be the responsibility of the applicant to ensure that the Federal Financial Assistance Subrecipient Agreement is fully executed within sixty (60) days upon receipt. Failure to comply with this schedule may result in the grant offer being withdrawn.

2. Although it is the intent of the Department to expedite the grant award process as much as possible, applicants should be aware that execution of the Federal Financial Assistance Subrecipient Agreement could be delayed for some time until federal funding is received. Projects should be scheduled accordingly. **No costs to be charged against the grant or counted as match can be incurred before the Federal Financial Assistance Subrecipient Agreement is executed.**

3. The Federal Financial Assistance Subrecipient Agreement prepared between the Department and the applicant shall stipulate:

    a. What is to be accomplished under the grant?
    b. The schedule and payment terms.
    c. The schedule and content of progress reports.
    d. Any penalties or actions that the Department will take in the event of noncompliance.

e. The methods to be used by the Department to determine compliance with the terms of the grant agreement.
f. Maintenance responsibilities for trees planted as part of the grant program.

REVIEW OF PROJECTS IN PROGRESS AND UPON COMPLETION

The Department shall ensure that the terms of the agreements executed under these guidelines are enforced.

A progress report **(ATTACHMENT D, SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT)** showing the status of the project is due **December 31, 2016,** and shall be due quarterly until project completion.

The U&CF grant coordinator or his designee shall review the projects prior to final acceptance by the Department.

All projects must be completed by **January 31, 2018**. All reimbursement claims must be submitted by **March 31, 2018.**

FUNDING SOURCE

Grant awards are 100% funded by the federal government through the U.S. Forest Service. These funds are nationally authorized by the 1995 Farm Bill. For fiscal year 2016, the FFS has allocated an estimated **$400,000** of the funds that we anticipate receiving from the U.S. Forest Service to this grant program. Should additional funding become available, it will be added to this amount.

Funds will be allocated to regions based on population **(ATTACHMENT L, ALLOCATION OF GRANT FUNDS)**. FDACS reserves the right to transfer surplus funds from one region of the state to another so as to fully utilize federal funding.

The state of Florida's performance and obligation to pay under this grant program is contingent upon funding by the U.S. Forest Service.

A 50/50 match is required (50% grant/50% applicant). The local match must be in non-federal dollars or contributions of materials and/or services. In-kind services provided by FFS employees may not be used to contribute to the match by the grant recipient.

ALLOWABLE COSTS

The following Office of Management and Budget Circulars should be used as a reference for allowable costs for federally funded programs:

A-21 Educational Institutions
A-87 State and Local Governments
A-122 Non-Profit Organizations

These circulars are available on line at http://whitehouse.gov/omb/circulars/index.html , or you can request a copy from the U&CF grant coordinator.

Purchases by the grant recipient of $2,500 to $35,000 shall be carried out documenting two or more written quotations or written records of telephone quotations or informal bids to be opened upon receipt, whenever practical. Competitive sealed bidding is required for all purchases exceeding $35,000. Justification must be provided for a sole source award or for an award to a vendor other than the vendor submitting the lowest bid or quote.

No overhead costs will be paid by grant funds. Overhead costs, up to 5% of the total project cost (match plus award), can be used as part of the local match.

The maximum allowable assessment for in-kind match for general volunteer labor (non-professional) is **$21.24** per hour. Salaried or hourly employees working in the same job class may use their current salary and benefit rate for match purposes.

METHOD OF REIMBURSEMENT

Reimbursements can be made on a quarterly basis, if requested. **No advance payments will be provided.** Applicants must submit a completed Subrecipient Payment Request Summary Form **(ATTACHMENT E, SUBRECIPIENT PAYMENT REQUEST FORM)** to the Department with sufficient attachments to verify the claims made. These may include invoices, receipts, canceled checks, payroll log sheets, etc. FDACS will submit the claim for payment. No more than 75 percent of the grant amount will be paid to the grantee prior to the submission of a completed Certification of Acceptance endorsed by the Department.

The final payment shall be made once the following documents are received:

- Certification of Acceptance endorsed by an FFS official.
- Final Reimbursement Summary Sheet with attached backup documents.
- Final Report - brief narrative summarizing project accomplishments.
- News release to be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- Letter to local and federal congressional representative describing the benefits received from the grant.

Upon receipt of these items in the Forest Management Bureau in Tallahassee, the Department will submit the claim for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices **(ATTACHMENT J, NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER)**.

ANY WORK PERFORMED ON THE PROJECT AND/OR ANY EXPENDITURES MADE PRIOR TO EXECUTION OF A GRANT AGREEMENT AND WRITTEN AUTHORIZATION FROM FDACS OR FFS, IS INELIGIBLE FOR REIMBURSEMENT.

The Federal Employer Identification Number (FEID #) will be the primary factor used to identify applicants. FDACS cannot process a contract or a request for reimbursement without the FEID number. See **ATTACHMENT J, REGISTRATION WITH MYFLORIDAMARKETPLACE / REGISTRATION FOR SUBSTITUTE W-9.**

SPECIAL PROVISIONS

GRANT AGREEMENT AND CONDITIONS

Terms and conditions within the grant agreement **(ATTACHMENT N, EXAMPLE FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AGREEMENT)** and associated attachments shall apply.

FDACS will have the right to access any books, documents, papers and records of the grant recipients, which are directly pertinent to the grant agreement, for the purpose of making audit examinations, excerpts and transcriptions.

A quarterly interim progress report and a final project report will be required of all selected grant recipients. Additional progress reports may be required if grants are extended past the initial deadline. Failure to submit a required report or submission of an unsatisfactory report is sufficient grounds for termination of the grant agreement.

All products (brochures, signs, videos, reports, etc.) funded by the U&CF grant must display the following statement:

"Funding for this publication is provided in part by the USDA Forest Service. In accordance with federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs). To file a complaint of discrimination, write: USDA, Director, Office of Civil Rights, Room 326-W, Whitten building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202/720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer. "

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 bid on a contract to provide any goods or services to a public entity; may not submit a

proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate, who has been placed on the discriminatory vendor list, may not submit a proposal on a contract to provide goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact any business with any public entity.

EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this RFP:

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

AUDITS

The contractor shall maintain books, records and documents directly pertinent to the performance under this contract in accordance with generally accepted accounting principles consistently applied. FDACS, the state or their authorized representatives shall have access to such records for audit purposes during the term of the contract and for three years following the contract termination date or date of final payment, whichever is later. If an audit, litigation or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved, or until the end of the three year period, whichever is later.

In accordance with federal laws and regulations, the contractor agrees to comply with audit requirements, as applicable, of the Office of Management and Budget (OMB) Circular A-133. Any contract, resulting from a proposal developed for any division where federal funds are distributed, shall be in compliance with this circular.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

Any person submitting a response to this proposal **MUST** execute the enclosed form FDACS-01522, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS, and enclose it with his/her bid or proposal **(ATTACHMENT F, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS)**. The Certification for Lobbying is required by 7 CFR Part 3018 for expenditures $100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required by 7 CFR Part 3017 for expenditures $25,000 and above.

DRUG-FREE WORKPLACE

Preference shall be given to bids certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal bids are received by the state or by any political subdivision for the procurement of commodities or contractual services, the bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program **(ATTACHMENT H, DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION)**. If applicable, please sign and return with your bid response.

CERTIFICATION OF NO CONFLICT OF INTEREST

Any person submitting a proposal in response to this RFP must complete and enclose the Conflict of Interest Statement form **(ATTACHMENT G, CONFLICT OF INTEREST STATEMENT)** with their proposal.

NON-DISCRIMINATION STATEMENT

In accordance with federal law and USDA policy, the contractor is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

INTERPRETATIONS/DISPUTES

Any questions concerning conditions and specifications shall be directed in writing to the purchasing office for receipt no later than 10 days prior to the proposal opening. No interpretation shall be considered binding unless provided in writing by the Department's purchasing director in response to requests in full compliance with this provision. Any person, who is adversely affected by the agency's decision or intended decision, shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals or replies, awarding contracts, reserving rights or further negotiation or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

AWARD OF IDENTICAL (TIE) PROPOSALS

In the event that identical proposals are received, preference shall be given to the proposal certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the bid/proposal, which relates to commodities manufactured within this state, shall be given preference. The proposal of any foreign manufacturer, with a factory in the state employing over 200 employees working in the state, shall have preference over the proposal of any other foreign manufacturer.

QUESTIONS

Questions concerning the technical aspects of the proposal or the applicants' workshops should be directed to the nearest FDACS, FFS office **(ATTACHMENT M, DISTRICT/CENTER CONTACTS)** or to:

Lou Shepherd
Urban Forestry Program Coordinator, Florida Forest Service
Florida Department of Agriculture and Consumer Services
3125 Conner Boulevard, C-25
Tallahassee, FL 32399-1650
Telephone (850) 681-5881

Questions regarding procedures for submittal of proposals should be submitted to:

Vianka Colin
Florida Department of Agriculture and Consumer Services
407 S. Calhoun Street
Mayo Building, Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 671-7181
Email: Vianka.Colin@freshfromflorida.com

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any purchaser or departmental employee. Only those communications, which are in writing from the Department's purchasing office, may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders, which are in writing and signed, will be recognized by the purchaser as duly authorized expressions on behalf of the proposer.

SCHEDULE OF EVENTS

February 12, 2016	RFP advertised and released.
March 31, 2016	Sealed proposals must be received by the Department. Proposals shall be opened at the Department's Purchasing Office, SB-8, Mayo Building, 407 South Calhoun Street, Tallahassee, Florida, 32399-0800.
May 30, 2016	Evaluation of proposals.
June 30, 2016	Expected date for posting award notice of Department's contract award recommendations at http://myflorida.com, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulations shall remain posted for a period of seventy-two (72) hours.
October 2016	Expected grant agreement (contract) execution and authorization to begin based upon receipt of federal funds.
December 1, 2016	First Subrecipient Quarterly Performance Progress Report is due.
November 1, 2017	Deadline for submitting request for no-cost time extension.
January 31, 2018	Contract ending date.
March 31, 2018	Deadline for final reimbursement claims.

ATTACHMENT A
2016 FLORIDA URBAN AND COMMUNITY FORESTRY GRANT

SCOPE OF WORK

GENERAL INSTRUCTIONS: Please complete all items pertaining to the Category Grant for which you are applying. The proposal packet must not exceed thirty (30) one sided pages, including attachments. All attachments must be 8 1/2" X 11". **Six (6) copies, (one copy with original signatures and five copies) of the proposal must be received no later than 2:00 p.m., March 31, 2016, at:**

Florida Department of Agriculture and Consumer Services
Purchasing Office - **U&CF - 2016 PROPOSAL**
407 South Calhoun Street
Mayo Building - Room SB-8
Tallahassee, FL 32399-0800
Telephone (850) 617-7181

If you have any questions, please see **ATTACHMENT M, District/Center Contacts.**

PROPOSER INFORMATION (Please Print or Type)

Project Title: _____

Proposer Name: _____

Name and Title of Contact Person: _____

Address: _____

Zip: _____ Phone: _____ US Congressional District Number: _____

FEID Number: _____ DUNS Number: _____

Email address: _____

Is your organization a Non-profit corporation pursuant to Chapter 617, Florida Statutes? Yes_____ No_____

If the applicant is a **city or county government**, does your urban forestry program have the following:

Professional Staff, in-house or contracted. List qualifications such as ISA certification, forestry degree, etc:

_____

Citizen Tree Advisory Board or Tree Advocacy Group. Describe: _____

Urban Tree Inventory or Management Plan, how current? _____

Tree Ordinance covering either public or private lands, describe: _____

As the duly authorized representative of the Proposer named above, I hereby certify that all parts of the proposal and required grant information have been read and understood and that all information submitted herein is true and correct.

Authorized Executive Officer: _____

Title: _____

Signature: _____ Date: _____

(SCOPE OF WORK CONTINUED)

Describe the local community and current urban forestry program and role of applicant in that program, if a non-profit group:

Previous U&CF Grants received by the applicant. When were they implemented, and what did they accomplish?

Describe the goals and objectives of this project:

Describe how this project will help to develop and improve this program in the long-term:

Describe why these funds are needed to complete this project:

For a tree planting, describe what species are being planted and why. How will they be installed and maintained (be brief and concise, but complete)?

What environmental or educational value will the community derive from this project?

What steps have been taken to carry out this project in a cost effectiveness manner?

How will this project increase citizen involvement and support for the Community's Urban Forestry program in the long term? What evidence of community support for this project can be produced?

How will this project be publicized in the local community?

Tree City or Tree Campus USA certification and growth award, last year current?

Will a Certified Arborist(s) or a graduate forester from an accredited four year Bachelor of Science in Forestry program oversee this project? If not, who will provide oversight and what are their credentials?

What new partnerships will the project create or encourage?

ATTACHMENT B

BUDGET

Activity: _____

Specific Description: _____

SUMMARY OF COSTS (A 50/50 match on behalf of the Proposer is required)

	REQUESTED GRANT $	LOCAL MATCH $
Personnel	_____	_____
Fringe Benefits	_____	_____
Equipment (if authorized)	_____	_____
Supplies	_____	_____
Contractual (if authorized)	_____	_____
Trees	_____	_____
Overhead (5% for match)	_____	_____
Total Requested Grant (I)	_____	_____
Total Matching Costs (II)	_____	_____
Total Program Costs (III)	_____	

Add columns I and II for total III (100%)

_____ % Grant request _____ % Local match

A BUDGET, DETAILING ALL COSTS IDENTIFIED ABOVE MUST BE ATTACHED.

PROJECT LOCATION INFORMATION (Please print or type - complete where applicable)

County: _____

Describe the Specific Location of the Project: _____

Who has responsibility for overseeing Project implementation (name and title)? _____

_____

Who has maintenance responsibility for the Project after completion? _____

_____

Is the Land Ownership Public or Private? _____

Name of Landowner: _____

Project Title: _____

Applicant Name: _____

BID NUMBER: RFP/DM 15/16 **OPENING DATE:**

(BUDGET CONTINUED)

Please note: All proposals must include a detailed itemized budget summary which lists all anticipated expenditures and explains all project costs. Proposals for site specific demonstration tree planting projects must list the quantity, species and approximate size (container size, or caliper and height) of trees to be planted.

IMPORTANT: THIS FORM MUST BE USED. PROPOSERS NOT USING THIS FORM WILL BE RULED INELIGIBLE

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
Personnel (List titles or positions)				
Fringe Benefits				
Equipment (List items)				

BID NUMBER: RFP/DM 15/16 **OPENING DATE:**

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
Supplies (List items)				
Contractual (List)				

BID NUMBER: RFP/DM 15/16 **OPENING DATE:**

COST ITEMS	QUANTITY	RATE OR PRICE	GRANT COST	MATCH COST
Trees (List species and size)				
Overhead (5% of grant for match)				
Total				

* Grant dollars may not be used to purchase food as supplies.

BID NUMBER: RFP/DM 15/16 OPENING DATE:

ATTACHMENT C

EXAMPLE

URBAN AND COMMUNITY FORESTRY GRANT

RESOLUTION 15-05

CITY OF ST. AUGUSTINE BEACH
ST JOHNS COUNTY

RE: TO ENTER INTO A GRANT WITH THE STATE OF FLORIDA, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE

The City Commission of St. Augustine Beach, St. Johns County, Florida, in regular meeting duly assembled on Monday, April 5, 2015, resolves as follows:

WHEREAS, trees are an important part of our community; and

WHEREAS, the City of St. Augustine Beach desires to apply for an Urban and Community Forestry Grant which would provide monies in which to help fund the St. Augustine Beach Urban Forestry Education program, and

WHEREAS, the City of St. Augustine Beach wishes to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of St. Augustine Beach, Florida and the Florida Department of Agriculture and Consumer Services;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida:

Section 1. The City Commission supports the development of an educational program to further educate its residents and local tree services on proper tree care and maintenance.

Section 2. The City Commission hereby authorizes the City Manager to enter into an Urban and Community Forestry Grant Memorandum of Agreement between the City of St. Augustine Beach, Florida and Florida Department of Agriculture and Consumer Services.

RESOLVED AND DONE, this 5th day of April, 2015, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

BY:_____ ATTEST:_____

Mayor City Manager

ATTACHMENT D

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

SUBRECIPIENT QUARTERLY PERFORMANCE PROGRESS REPORT

1. Federal Award Identification Number (FAIN)	2. Federal Award Number	3. Subrecipient Agreement Number

4. Recipient	5. Subrecipient
Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, Florida 32399-1650	Name: Address: City, State, Zip+4:

6. Subrecipient FEIN:	7. Subrecipient DUNS Number:	8. Reporting Period End Date:

A. Narrative: What major activities and accomplishments have been completed during this reporting period?

B. Problems: Are there any foreseen delays in completing the project within the project period?

C. Significant findings and events:

D. Activities planned for next reporting period:

E. Are you on target to achieve the project goals?

F. Did you link your budgets to program/project activities?

Performance Measures

Deliverable #	Task #	Task Description	Indicator	Costs per Unit	Outcome Measures	Funding Expended

I certify to the best of my knowledge and belief that this report is correct and complete for performance activities for the purposes set forth in the award documents.

Subrecipient Representative Signature | Print Name and Title | Date

FDACS-02018 05/15

ATTACHMENT E
SUBRECIPIENT PAYMENT REQUEST FORM

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

SUBRECIPIENT PAYMENT REQUEST SUMMARY FORM

Date of Request:	Subrecipient Agreement #:	Billing Period:	Federal FAIN:	Payment Request #

Subrecipient Name: Address: City, State, Zip + 4:	Subrecipient FEIN:	Subrecipient Agreement Manager Name: Email: Phone:

Category of Expenditure	Approved Budget	Amount of this Request	Total Cumulative Payments	Matching Funds	Total Cumulative Matching Funds
Personnel					
Fringe Benefits					
Travel (if authorized)					
Equipment (if authorized)					
Supplies					
Contractual (if authorized)					
Other Expenses					
Total Direct Charges					
Indirect Charges					
Total Amount					

Total Budget Amount	
Less Total Cumulative Payments	
Total Remaining in Agreement	

Agreement Period:

All supporting documents for the expenditures must be attached in accordance with the subrecipient agreement.

I certify to the best of my knowledge that all expenditures are for the appropriate purpose, in accordance with all applicable laws, rules and regulations applicable to expenditures of federal funds, and in accordance with the agreements set forth in the application and award document.

Subrecipient Grant Manager's Signature _____ Print Name _____ Date _____

FDACS-02019 05/15

SUBRECIPIENT PERSONNEL COSTS SCHEDULE

Date of Request:	Subrecipient Agreement #:		Billing Period:		Federal FAIN:
Employee First and Last Name	Job Classification	Project Hours this Period	Hourly Rate	Project Labor Cost	Deliverable # and Task #
			Total		

If additional lines are needed, please insert above the total line.

I hereby certify that the above listed employees worked on the project as reflected.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT FRINGE BENEFITS COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period	Federal FAIN
Employee First and Last Name	Job Classification	Project Hours this Period	Actual Fringe Benefits Costs	Deliverable # and Task #
		Total		

If additional lines are needed, please insert above the total line.

Please remember only **actual** fringe benefit costs can be charged to the grant. If you have an approved fringe rate from a federal agency, please provide a copy of the approval letter.

I hereby certify that the above listed employees worked on the project as reflected.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT TRAVEL COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period		Federal FAIN
Employee First and Last Name	Travel #	Destination	Travel Cost	Purpose of Travel	Deliverable # and Task #
		Total			

If additional lines are needed, please insert above the total line.

Any travel expenses must have been specified in the budget plan and scope of work.

I hereby certify that the above listed travel expenses are in compliance with Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT EQUIPMENT COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period		Federal FAIN
Equipment Description	Vendor Name	Vendor Invoice Number	Check Number and Date	Equipment Cost	Deliverable # and Task #
			Total		

If additional lines are needed, please insert above the total line.

Any equipment purchases must have been specified in the budget plan and scope of work.

I hereby certify that the above listed equipment was purchase for this agreement. I hereby certify that the above listed equipment was used to accomplish deliverables and tasks for this agreement.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT SUPPLIES COST SCHEDULE

Date of Request	Subrecipient Agreement #	Billing Period		Federal FAIN
Vendor Name	Vendor Invoice Number	Check Number and Date	Project Cost	Deliverable # and Task #
		Total		

If additional lines are needed, please insert above the total line.

I hereby certify that the purchases noted above were used in accomplishing the project.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT CONTRACTUAL COST SCHEDULE

Date of Request	Subrecipient Agreement #	Billing Period		Federal FAIN
Contractor	Contractor Agreement #	Check Number and Date	Project Cost	Deliverable # and Task #
		Total		

If additional lines are needed, please insert above the total line.

Any contractual services must have been specified in the budget plan and scope of work.

I hereby certify that the payments noted above were used in accomplishing the project.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT OTHER EXPENSES COST SCHEDULE

Date of Request	Subrecipient Agreement #	Billing Period		Federal FAIN
Vendor Name	Vendor Invoice Number	Check Number and Date	Project Cost	Deliverable # and Task #
		Total		

If additional lines are needed, please insert above the total line.

I hereby certify that the purchases noted above were used in accomplishing the project.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

SUBRECIPIENT INDIRECT CHARGES COST SCHEDULE

Date of Request	Subrecipient Agreement #		Billing Period	Federal FAIN
Basis for Indirect Rate	Billing Period Costs	Indirect Rate	Indirect Cost	Deliverable # and Task #
Personnel Costs				
Modified Direct Costs				
		Total		

I hereby certify the above indirect charges are correct.

Subrecipient Grant Manager's Signature

Date

FDACS-02019 05/15

ATTACHMENT F

Florida Department of Agriculture and Consumer Services
Division of Administration

ADAM H. PUTNAM
COMMISSIONER

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying,' in accordance with its instructions; and

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 09/12

ATTACHMENT G

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Bureau of General Services

CONFLICT OF INTEREST STATEMENT

_____ I, _____ as an authorized representative of _____, _____ certify that no member of this firm, nor any person having interest in this firm, have been awarded a contract by the Florida Department of Agriculture and Consumer Services on a non-competitive basis to:

(1) Develop this Invitation to Bid (ITB) or Request for Proposal (RFP);

(2) Perform a feasibility study concerning the scope of work contained in this ITB/RFP;

(3) Develop a program similar to what is contained in this ITB/RFP.

_____ _____
Signature of Authorized Representative Date

_____
Print Name

_____
Bid Number

FDACS-01342 Rev. 09/12

ATTACHMENT H

Florida Department of Agriculture and Consumer Services
Bureau of General Services
DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

ADAM H. PUTNAM
COMMISSIONER

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

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

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

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

4) In the statement specified in subsection (1), notify the employees that, as a condition of working 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 a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
VENDOR'S SIGNATURE

FDACS-01218 09/12

ATTACHMENT I

STATE OF FLORIDA

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

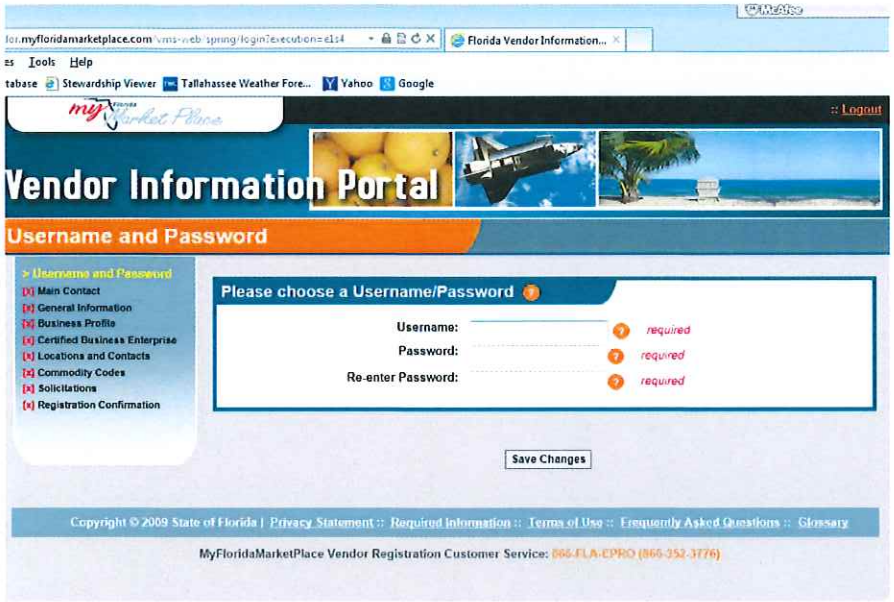
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline at 1-877-693-5236 or (850) 413-3089.

ATTACHMENT J

REGISTRATION WITH MYFLORIDAMARKETPLACE

In order to process your application and pay you under an agreement, the State of Florida - Department of Financial Services has advised that you must register as a vendor in MyFloridaMarketPlace and complete a Substitute W-9.

MyFloridaMarketPlace is the State of Florida's electronic Procurement system. This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides an Internet portal where vendors register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically. *In order to complete the vendor registration process, you will need to have your taxpayer id number (or company FEID number), and contact information available.*



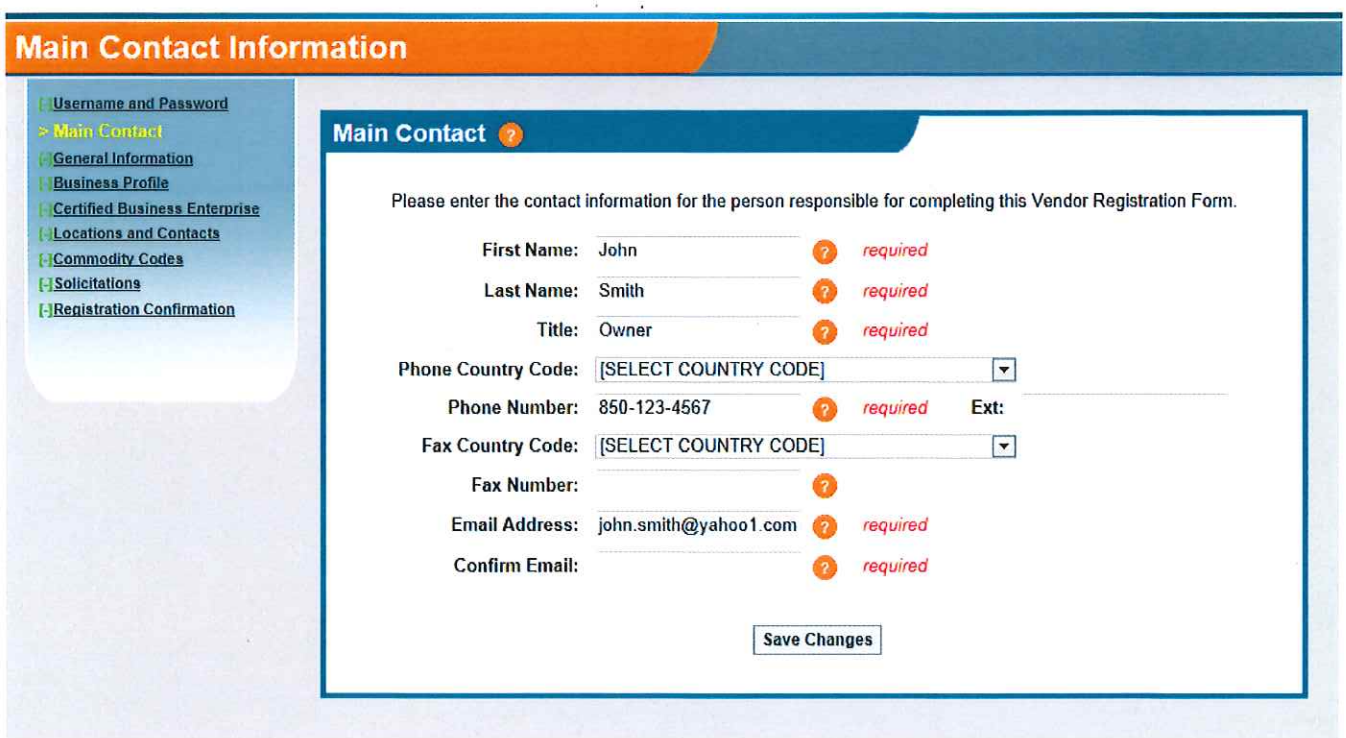
Username must be between 6 and 12 characters. Usernames are case sensitive.

Example: salesrep1 or sarahsmith

After you complete your registration, you can change your username only by calling Vendor Registration Customer Service at (866) 352-3776 to inform the State that you would like to change the username

Password must be between 6 and 15 characters. Passwords are case sensitive.

Example: Secret11



General Information

[-] Username and Password
[-] Main Contact
> General Information
[x] Business Profile
[x] Certified Business Enterprise
[x] Locations and Contacts
[x] Commodity Codes
[x] Solicitations
[x] Registration Confirmation

Saved Main Contact Information

General Information

Please answer some basic questions about your Company. After you have completed the General Information section, click Save Changes to proceed with your registration.

Company Name: John Smith *required*
Short Name (DBA):
1099 Name: *required*
Dun and Bradstreet Number:
Company Website:
Florida Revenue ID Number:

Save Changes

Please enter the name that appears on your 1099 form. If a 1099 name already exists for your tax identification number, the name will appear below. This name cannot be changed, but it can be contested. If you are going to contest the name, please check the appropriate box below AND call Vendor Registration Customer Service at 866-352-3776 to inform the State that you will be contesting the name.

This name must match the name to which your FEIN or SSN was issued. It may be different from the company name entered at the initial registration page. If you file taxes under a Social Security Number, the name format will be: Last, First MI. If you file taxes under a FEIN number, enter the company name that appears on the 1099 form. This name must also match the name on file with FLAIR for direct deposit accounts (ACH) if one exists.

Business Profile

[-] Username and Password
[-] Main Contact
[-] General Information
> Business Profile
[x] Certified Business Enterprise
[x] Locations and Contacts
[x] Commodity Codes
[x] Solicitations
[x] Registration Confirmation

Saved general vendor information

Business Designation

Please select the business designation that best describes your company. You may only choose one designation. *- required*

○ US Corporation
Date of Incorporation (mm/dd/yyyy): ...
State where incorporated: [SELECT STATE]
◉ Other
If Other, please select one: Not-for-Profit Corporation

Primary Place of Business

In which state is your company domiciled? Which is your company's primary place of business? *- required*

Primary Place of Business: Florida

Save Changes

OTHER Selections

Corporation
In forming a corporation, prospective shareholders transfer money, property, or both, for the corporation's capital stock. A corporation generally takes the same deductions as a sole proprietorship to figure its taxable income. A corporation can also take special deductions. The profit of a corporation is taxed to both the corporation and to the shareholders when the profit is distributed as dividends. However, shareholders cannot deduct any loss of the corporation.

Domicile
The state in which your company has its principal place of business, and as it relates to corporations, the state under whose laws the corporation was formed.

Estate/Trust
A combination of firms or corporations formed by an agreement establishing a trust whereby shareholders in the separate corporations exchange their shares for shares representing proportionate interest in the principal and income of the combination and surrender to the trustees the management and operation of the combined firms or corporations.

Foreign Entity
A corporation organized under the laws of a state or government other than that in which it is doing business.

Government Entity
A city, county, state, federal, or other government entity that provides goods or services.

Non-corporate Rental Agent
A non-corporate agency that rents goods or services.

Non-Profit with Minority Board
A non-profit business with a board of directors that is at least 51% comprised of one or more of the following minority groups: African American, Hispanic American, Asian American, or Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

Non-Profit with Minority Employees
A non-profit business with at least 51% of employees comprised of one or more of the following minority groups: African American, Hispanic American, Asian American, and Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

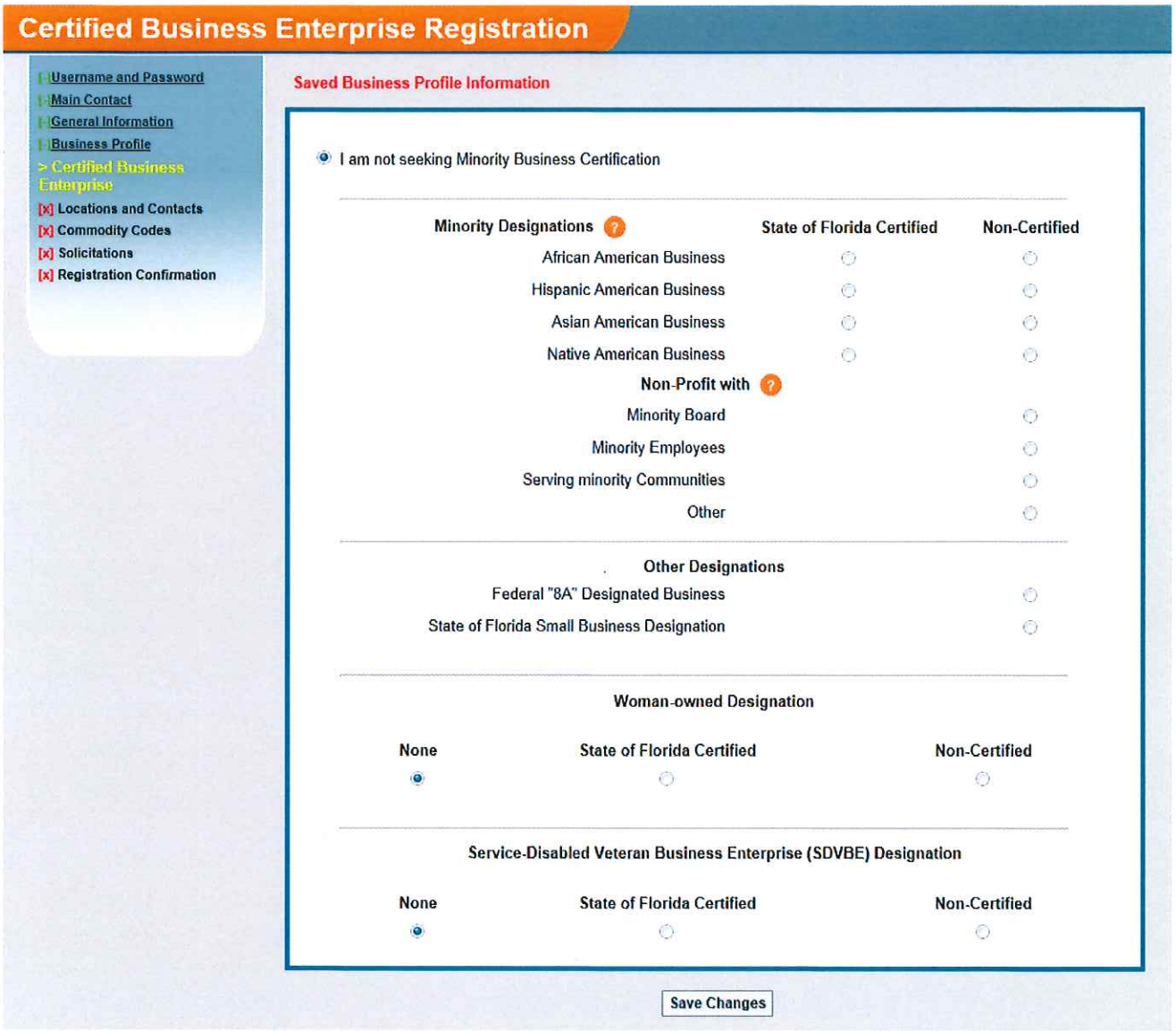
Non-Profit Serving Minority Communities
A non-profit business with customers comprised of at least 51% of the following minority groups: African American, Hispanic American, Asian American, and Native American. A non-profit organization is one that is not seeking or producing a profit or profits.

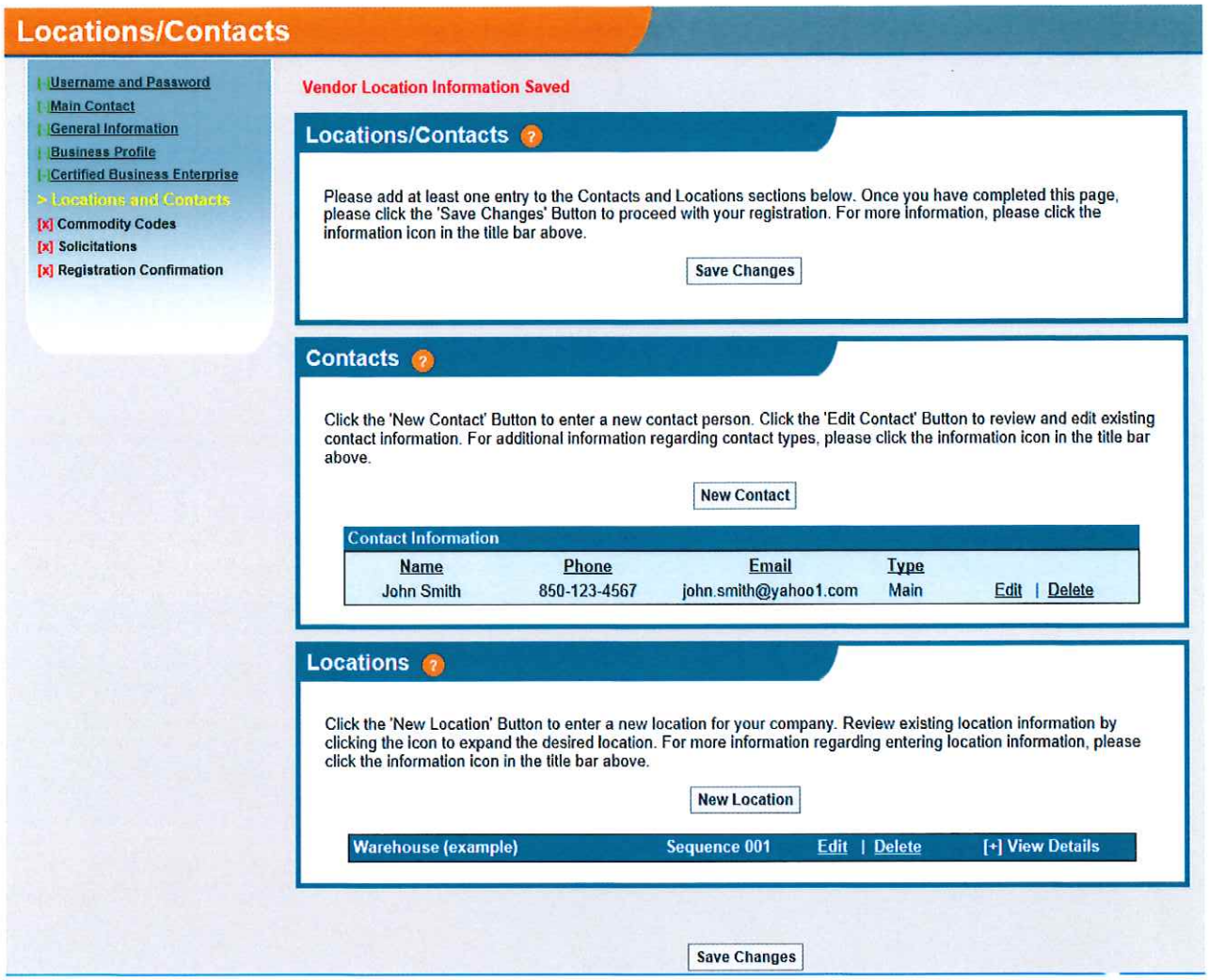
Not-for-Profit Corporation
A not-for-profit corporation is one that is not seeking or producing a profit or profits.

Partnership/Joint Venture
A partnership is the relationship existing between two or more persons who carry on a trade or business. Each person contributes money, property, labor, or skill, and expects to share in the profits and losses of the business. A partnership is not a taxable entity. Each partner includes his or her share of the partnership's income or loss on his or her tax return.

Professional Association/Professional Group
A group of persons who share common interests or a common purpose and who are organized with varying degrees of formality.

Sole Proprietorship/Self-Employed
A sole proprietorship is an unincorporated business that is owned by one individual. It is the simplest form of business organization to start and maintain. The business has no existence apart from you, the owner. Its liabilities are your personal liabilities and you undertake the risks of the business for all assets owned, whether used in the business or personally owned.





There are three different address types for each individual location you will be adding. When entering location information, you will be required to enter information for all three of the address types before the location will be added to your registration. **You will be unable to proceed to the next step of the registration process until at least one location is entered and complete.***

For each of your company's locations, please enter the following (on next page, you can enter the PO Address and use 'Copy data from Purchase Order for Remit Address and Billing contact)

1. Purchase Order Address and Information
2. Remit To Address
3. Billing Contact and Address

*You have to add a 'New Location' to go to next screen.

Location Information

- Username and Password
- Main Contact
- General Information
- Business Profile
- Certified Business Enterprise
- > Locations and Contacts
- [x] Commodity Codes
- [x] Solicitations
- [x] Registration Confirmation

Please enter the following three items: 1) Purchase Order Information, 2) Remit to Address and 3) Billing Contact for this location.

You will be unable to proceed to the next step of the registration process until at least one location is entered (ordering, remit and billing) and complete

Location Name: Warehouse (example) *required*

Purchase Order Information

PO Contact: Smith, John [New Contact]

PO Email Address: john.smith@yahoo1.com *required*

Please select the method by which you would like to receive purchase orders:

Email / Fax

PO Fax Country Code: 1 - USA, Canada, Caribbean Nations

PO Fax Number:

Fax number required only if you select fax as your order method

Country: United States *required*

Address Line 1: 1234 Main St *required*

Address Line 2:

City: Tallahassee *Required for US vendors*

County: Leon *Required for Florida vendors*

State: Florida *Required for US vendors*

Zip: 32311 *Required for US vendors*

Remit To Address

[Copy Data From Purchase Order Info]

Remit To Contact: Smith, John [New Contact]

Country: United States *required*

Address Line 1: 1234 Main St *required*

Address Line 2:

City: Tallahassee *Required for US vendors*

County: Leon *Required for Florida vendors*

State: Florida *Required for US vendors*

Zip: 32311 *Required for US vendors*

Fax Country Code: 1 - USA, Canada, Caribbean Nations

Remit To Fax Number:

Billing Contact

[Copy Data From Purchase Order Info]

Billing Contact: Smith, John [New Contact]

Billing Contact Email: john.smith@yahoo1.com

☐ Yes I would like to receive monthly email Notifications from the State reminding me To pay my 1% transaction fee

Fax Country Code: 1 - USA, Canada, Caribbean Nations

Billing Fax Number:

Country: United States *required*

Address Line 1: 1234 Main St *required*

Address Line 2:

City: Tallahassee *Required for US vendors*

County: Leon *Required for Florida vendors*

State: Florida *Required for US vendors*

Zip: 32311 *Required for US vendors*

[Save Changes] [Cancel]

The Location Name should include any information needed to uniquely identify the location: division name, subsidiary business name, geographic location, product, division, etc.

Example: 'Company Name, City' or 'Warehouse'

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Roadway Improvement Feasibility Study

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A ROADWAY IMPROVEMENT FEASIBILITY STUDY AND COST ANALYSIS STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON SW 168TH ST BETWEEN US-1 AND OLD CUTLER RD WITH FOCUS ON THE INTERSECTION OF SW 168TH ST AND SW 82ND AVE AND NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO SOUTHWOOD MIDDLE SCHOOL AND PERRINE ELEMENTARY SCHOOL IN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH MARLIN ENGINEERING, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC FEASIBILITY STUDY INCLUSIVE OF BIKE LANES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $57,867.50; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village has received numerous complaints from residents regarding the speeding and cut-through traffic on residential streets in close proximity to the traffic circle at the intersection of SW 168th Street and SW 87th Avenue. The Village's Public Services Department held several traffic calming workshops to gain insight as to how to address the ongoing request for traffic calming.

On September 10, 2015, the first traffic calming workshop initiative was held to discuss traffic calming in the neighborhood south of SW 168th Street between SW 87th Avenue and SW 84th Avenue near Perrine Elementary School and Southwood Middle School. The workshop provided renderings of recommended traffic calming devices to address speeding and cut-through traffic. The vision of installing speed tables, chicanes, and diverters was not well received by the residents in attendance at this workshop. As a result, the Village worked tirelessly with MDC Division of Traffic Engineering to get the request for no right turn restriction signage installed at multiple intersections (SW 87th Avenue south of SW 168th Street).

On November 18, 2015, the second neighborhood traffic calming workshop was held for residents in the area north of SW 168th Street. At this workshop, the residents in attendance were once again presented with renderings demonstrating options that the Village found to be advantageous to improve the traffic conditions in the area north of SW 168th Street. The traffic calming recommendations made by residents in attendance at this workshop included:

- No right turn restriction signage;
- Bridge over the canal located at SW 87th Avenue;
- Re-establish the signalized intersection at SW 168th Street/SW 87th Avenue;
- Installation of a traffic circle at the intersection of SW 82nd Avenue/SW 168th Street;
- Include more signage at the traffic circle;
- Remove school bus traffic from neighborhood streets;
- Increase police presence and reduce speed limit on residential streets.

The final agreeable recommendation included the placement of temporary speed humps on SW 165th Terrace and SW 83rd Avenue for a 90 day period pending design of permanent traffic calming improvements. In agreeance with the final agreeable recommendation, the temporary speed humps were installed and as a result, the speed of vehicles decreased but the volume of vehicular traffic remained constant.

On February 3, 2016, a meeting was held with Miami-Dade County Transportation Division, Miami Dade County School representatives, and Palmetto Bay administrators at Perrine Elementary School in an aggressive effort to address the level of service at the intersection located at SW 168th Street and SW 87th Avenue. The final result of this meeting concluded with the recommendation that a traffic study of the overall network of traffic along the corridor of SW 168th Street be performed.

Following the meeting that was held on February 3, 2016, Marlin Engineering, Inc. responded to the Village's request for a proposal to provide transportation engineering services for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions in the area bounded by US-1 to the west, Old Cutler Road to the east, SW 184th Street to the south and SW 160th Street to the north be performed to include recommendations for permanent traffic calming devices (traffic circles, diverters, chicanes, speed tables, and turn restriction signage in the network area.

The purpose and goal of the study is to determine if a traffic circle at the intersection of SW 82nd Avenue at SW 168th Street is a feasible solution to address the issue with traffic backup heading east bound on SW 168th Street (between US-1 and Old Cutler Road). The study will further determine if additional traffic calming devices are needed on residential streets, based on particular locations which present speeding/traffic volume concerns. Marlin Engineering shall determine whether and where traffic calming measures are needed and if so, to develop policies as to what type of traffic calming measures are recommended for that particular street location in order to reduce any identified speeding and/or traffic volume problem for that particular street.

Village administration desires to contract with Marlin Engineering, Inc. to provide Transportation Engineering services in accordance with the attached proposal (Proposal from Marlin Engineering is attached as Exhibit A). The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to: speed humps, tables, neck-downs, traffic circles, half closures, channelization, chicanes, chokers, lane narrowing, traffic medians, diverters, and raised intersections.

On an as need basis, Marlin Engineering is one of five pre-qualified firms selected to provide Transportation Engineering services to the Village. Their services will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and concurrency from Miami-Dade County Traffic Engineering Division.

Once the study is completed, the traffic study will provide recommendations on the scenario that provides the best traffic flow options for the area. Marlin Engineering will provide deliverables.

Village Administration is requesting authorization to enter into an agreement with Marlin Engineering, Inc. to provide transportation engineering services to the Village for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions along SW 168th Street (between US-1 and Old Cutler Road) with the focus on the intersection of SW 168th Street and SW 82nd Avenue and neighboring residential streets in close proximity to Southwood Middle School and Perrine Elementary School.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Fund-Transportation Sales Tax" in an amount not to exceed $57,867.50 for fiscal year 2015-16.

RECOMMENDATION:

It is recommended that the Village Council authorize the Village Manager to enter into contract with Marlin Engineering, Inc. to provide traffic engineering and transportation planning services for a traffic feasibility study and authorize the Village Manager to issue a purchase order in an amount not to exceed $57,867.50.

Attachments:

Exhibit A – (Proposal from Marlin Engineering)

EXHIBIT A

March 24, 2016

Edward Silva – Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
RE: PROPOSAL FOR VILLAGE-WIDE TRAFFIC STUDY

Dear Mr. Silva:

Thank you for the award of this contract and Marlin Engineering, Inc. (MEI) is pleased to respond to your request for proposal.

1. PROJECT

The purpose and goal of the study is to determine if a traffic circle at the intersection of SW 82nd Avenue at SW 168th Street is a feasible solution to address the issue with traffic backup heading eastbound on SW 168th Street between US-1 and Old Cutler Road. In addition, further determination will also be provided as to if additional traffic calming devices are needed on residential streets, based on particular locations which present speeding/traffic volume problems. MARLIN shall determine whether and where traffic calming measures are needed and if so to develop policies as to what type of traffic calming measures are recommended for that particular street location in order to reduce any identified speeding and/or traffic volume problem for that particular street.

The study area is bounded by:

- US-1 to the west,
- Old Cutler Road to the east,
- SW 184th Street to the south, and
- SW 160th Street to the north

When performing any traffic calming, MEI's study goals are to:

1. To increase the quality of life;
2. Incorporate the preferences and requirements of the residents;
3. Create safe and attractive streets; and
4. Help to reduce the negative effects of motor vehicles on the environment; and promote pedestrian, bicycle and transit use.

2. SCOPE OF WORK FOR TRAFFIC ENGINEERING SERVICES:

The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to:

- Speed humps and/or tables (Temporary or permanent)
- Neckdowns
- Traffic circles
- Half closures
- Full closures
- Channelization
- Chicanes
- Chokers

- Lane narrowing
- Traffic medians
- Diverters
- Raised intersections

A. Kick-Off Meeting

a. Project Kickoff – MEI will have meeting with the Village to obtain all pertinent background information and discuss specific locations for traffic data collection (24-Hour Volume and Speed Counts - 50 Locations Maximum).

b. Neighborhood Meeting/Public Workshop - MEI will meet with neighborhood residents to provide the residents an opportunity to identify the existing traffic issues within the study area, to provide direction for the study's focus. Items for discussion may include:

- Objectives of the Traffic Study
- Types of Data Collection
- Locations of Data Collection
- Analysis Procedures
- Proposed schedule
- Key issues/areas for residents

Deliverables:

a. Sign-in Sheets to document attendees
b. Display boards
c. Comment Cards
d. Map(s) of the area to allow residents to post "stickys" to document concerns

B. Traffic Data Collection

The Village of Palmetto Bay has provided a map of concern areas within the Village. The areas identified within this map will serve as our initial concern locations and represent the core concentration areas of the study.

To identify supplemental concentration areas to build a comprehensive Traffic Calming Master Plan, MEI will use input gained through the kick-off meeting, perform field reviews in the study area, collect 24-hour roadway volume counts and speed data to measure the existing traffic conditions at key locations within the study area. In addition, MEI will utilize Bluetooth data collection devices to collect origin-destination counts (10 locations max. - 5 days of monitoring) to identify cut-through traffic, where appropriate.

Note: A.M. and P.M. peak hour intersection turning movement counts (TMCs) **will not be included** within the scope of this data collection effort, with exception to the SW 82nd Avenue at SW 168th Street intersection where AM and PM TMCs will be collected for determination of the traffic circle.

Deliverables:

a. Field Review Summary (existing conditions, traffic patterns, drainage, existing devices, etc.)
b. 24-Hour Average Daily Traffic and 85th Percentile Speed Data (50 locations maximum)
c. AM/PM peak hour Turning Movement Counts on SW 82nd Avenue at SW 168th Street
d. Origin-Destination (OD) Data, where applicable (10 locations/machines maximum)

C. Data Analysis

MEI will utilize the results from the data collection efforts to:

a. Identify particular locations which present speeding/traffic volume problems
   i. Existing traffic conditions; including the magnitude of speeding, volume and cut-through traffic
b. Determine whether and where other traffic calming measures are needed
c. Develop suggestions as to what type of traffic calming measures are recommended for a particular location/street, to:
   i. Reduce speeding and/or
   ii. Traffic volumes

Note: MARLIN shall provide initial 50 locations for speed/volume data collection and 10 locations for Origin-Destination. Village may adjust locations, as necessary.

Deliverables:

a. Map(s) of Areas of Concerns identifying locations for:
   i. Speeding Issues and/or
   ii. Volume Issues and/or
   iii. Cut-Through

D. SW 82nd Avenue at SW 168th Street Operational Analysis

Utilizing the collected turning movement counts, MARLIN shall perform an intersection operational analysis to determine the feasibility of a 1-lane traffic circle at the SW 82nd Avenue at SW 168th Street intersection.

Analysis of existing and proposed (traffic circle) traffic conditions at the intersection will be performed for the AM and PM peak hour conditions. Intersection Levels of Service (LOS) will be determined for the AM and PM peak period conditions using a microsimulation model, based on the procedures of the Highway Capacity Manual (HCM). The levels of service thresholds used for the analysis are based on the "Generalized" tables for Urbanized Areas within the FDOT Level of Service Handbook, for the Miami-Dade County adopted threshold, which is Level of Service "E".

Level of Service is a quality measure describing operational conditions within a traffic stream, generally in terms of such service measures as speed and travel time, freedom to maneuver, traffic interruptions, and comfort and convenience.

Six (6) LOS are defined for each type of facility that have HCM analysis procedures available. Letters designate each level, from A to F, with LOS A representing the best operating conditions and LOS F the worst. Each Level of Service represents a range of operating conditions and the driver's perception of those conditions. Safety is not included in the measures that establish service levels.

Deliverables:

a. Existing AM and PM LOS and delay analysis
b. Proposed (1-lane traffic circle) AM and PM LOS and delay analysis

F. Development of Village-wide Traffic Calming Master Plan

MEI will develop a Traffic Calming Master Plan, incorporating results of the data analysis and the alternatives prioritization.

This plan will then be presented at a "Follow-Up" neighborhood meeting to obtain 67% resident approval in the affected areas (67%). Upon resident approval, the Master Plan will be brought forward for Village Council adoption.

In general, for MDPWD to provide final approval, the following documentation must also be obtained:

- Letters from affected entities such as Police, Fire, and Solid Waste Departments stating that they concur with the aforementioned traffic flow modifications and that they will not adversely impact their services (Village responsibility)
- Concurrence from the affected residents/property owners. In lieu of concurrence from the affected residents/property owners, the Village Council may adopt a resolution after a public hearing. (Village responsibility)
- An executed Intergovernmental Agreement that the Village will be responsible for the installation and maintenance of traffic calming devices, and assume liabilities associated with the installation of said devices. (Village responsibility)

Note: Traffic Calming Master Plan will not include coordination with Miami Dade for approval or permitting. The Village will be responsible for any such requirements.

Note: MARLIN shall **"only"** facilitate one "follow-up" meeting to gain consensus for the Master Plan. Beyond this, individual signatures to obtain 67% resident approval will be the responsibility of the Village.

Note: No "Design" services are included in this proposal.

Deliverables:

a. Traffic Calming Master Plan for the study location (24" x 36" color plot)

G. Report

MEI will summarize the results of the study. Five (5) bound copies and one (1) electronic (PDF) of the final report will be provided to the Village of Palmetto Bay.

Deliverables:

a. Final Report Study

Note: Report will not include coordination with Miami Dade for approval or permitting. The Village will be responsible for any such requirements.

H. Meetings/Commission Presentation

MEI will perform at least (2) presentations to the Village Council as part of this study; one to introduce the study results, present the Master Plan and obtain Council adoption; and another to finalize the project.

3. CONTRACT SUM

For the services performed under paragraph 2, the Client will pay the Engineer the lump sum fee of **($57,867.50)** payable as follows. Any additional services will be negotiated as needed.

4. PAYMENTS

Subsequent progress payments of the above lump sum fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Approved Employee Category and Certified Wage Rates
- Non-Salary expenses times a multiplier of 1.05

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; printing and reproduction; computer time and programming costs; identifiable supplies; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

5. CLIENT RESPONSIBILITIES

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.

6. SCHEDULE & DELIVERIES

A "signed and sealed" Report documenting the results of the study will be submitted, as detailed in the scope of services. The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies.

TRAFFIC CALMING INITIATIVES

ID	TASK NAME	DURATION (days)	START	FINISH	MONTH 1				MONTH 2				MONTH 3				MONTH 4			
					1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
	Task: Project Kick-off	30	0	30																
	Task: Data and Information Collection	45	30	75																
	Task: Traffic Calming Alternatives and Master Plan	45	75	120																

- Public Workshop
- Project Kick-Off
- Village Staff Update
- Presentation to Village Council

7. ACCEPTANCE

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours

MARLIN ENGINEERING, INC.

James E. Spinks III, PE, PTOE
Sr. Vice President - South Florida

ACCEPTED BY: _____ DATE: _____

TITLE: _____

MARLIN ENGINEERING, INC.

MARLIN ENGINEERING, INC.

CONSULTANT SERVICES FOR VILLAGE OF PALMETTO BAY

TRAFFIC CALMING INITIATIVES

FEE PROPOSAL

3/24/2016

Task	Activity	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineering Tech	CADD	Enngineering Intern	TOTAL
	Rates	$ 165.00	$ 145.00	$ 135.00	$ 125.00	$ 80.00	$ 90.00	$ 110.00	
A	**Kick-Off Meeting**								
	Background Meeting	0.5	0.5						1.0
	Neighborhood Meeting/Public Workshop	0.0	3.0	3.0	0.0				6.0
	Sub-total Hours	**0.5**	**3.5**	**3.0**	**-**	**-**	**-**	**-**	**7.0**
	Sub-total Salary Cost	$ 82.50	$ 507.50	$ 405.00	$ -	$ -	$ -	$ -	**$ 995.00**
B	**Data Collection**								
	Field Review/Site Survey		4.0	16.0	16.0				36.0
	Bluetooth for Origin-Destination (Max 12 machines for 2 weeks)					30.0			30.0
	Sub-total Hours	**-**	**4.0**	**16.0**	**16.0**	**30.0**	**-**	**-**	**66.0**
	Sub-total Salary Cost	$ -	$ 580.00	$ 2,160.00	$ 2,000.00	$ 2,400.00	$ -	$ -	**$ 7,140.00**
C	**Data Analysis**								
	Process Data Collection**		1.0		4.0	80.0			85.0
	Map Areas of Concern			2.0			16.0		18.0
	Sub-total Hours	**-**	**1.0**	**2.0**	**4.0**	**80.0**	**16.0**	**-**	**103.0**
	Sub-total Salary Cost	$ -	$ 145.00	$ 270.00	$ 500.00	$ 6,400.00	$ 1,440.00	$ -	**$ 8,755.00**
D	**Development of Traffic Calming Alternatives**								
	Develop Traffic Calming Alternatives		1.0	8.0					9.0
	Prioritize locations		1.0	4.0	16.0		4.0		25.0
	Sub-total Hours	**-**	**2.0**	**12.0**	**16.0**	**-**	**4.0**	**-**	**34.0**
	Sub-total Salary Cost	$ -	$ 290.00	$ 1,620.00	$ 2,000.00	$ -	$ 360.00	$ -	**$ 4,270.00**
E	**SW 82nd Avenue at SW 168th Street Operational Analysis**								
	Build Existing Microsimulaton Model	1.0			6.0				7.0
	Build Proposed (roundabout) Microsimulaton Model	1.0			6.0				
	Existing and Proposed Peak Hour Analysis		2.0	16.0					18.0
	Documentation	0.5	1.0	4.0	8.0				13.5
									-
	Sub-total Hours	**2.5**	**3.0**	**20.0**	**20.0**	**-**	**-**	**-**	**38.5**
	Sub-total Salary Cost	$ 412.50	$ 435.00	$ 2,700.00	$ 2,500.00	$ -	$ -	$ -	**$ 6,047.50**
F	**Development of Traffic Calming Master Plan**								
	Develop Plan		2.0	8.0			24.0		34.0
	Follow-Up Neighborhood Meeting	0.0	12.0	12.0	0.0				24.0
	Sub-total Hours	**-**	**14.0**	**20.0**	**-**	**-**	**24.0**	**-**	**58.0**
	Sub-total Salary Cost	$ -	$ 2,030.00	$ 2,700.00	$ -	$ -	$ 2,160.00	$ -	**$ 6,890.00**
G	**Report**								
	Summarize Findings in Report Format		2.0	16.0	40.0	8.0			66.0
									-
	Sub-total Hours	**-**	**2.0**	**12.0**	**40.0**		**-**	**-**	**66.0**
	Sub-total Salary Cost	$ -	$ 290.00	$ 1,620.00	$ 5,000.00	$ -	$ -	$ -	**$ 6,910.00**
H	**Meetings/Commission Presentation**								
	Meetings (2)	6.0	6.0						12.0
									-
	Sub-total Hours	**6.0**	**6.0**	**-**	**-**	**-**	**-**	**-**	**12.0**
	Sub-total Salary Cost	$ 990.00	$ 870.00	$ -	$ -	$ -	$ -	$ -	**$ 1,860.00**
	Marlin Engineering Total Hours	**9.0**	**35.5**	**85.0**	**96.0**	**110.0**	**44.0**	**-**	**176.0**
	Marlin Engineering Salary Cost	$ 1,485.00	$ 5,147.50	$ 11,475.00	$ 12,000.00	$ 8,800.00	$ 3,960.00	$ -	**$ 42,867.50**
								Subtotal	$ 42,867.50
								*Direct Expenses (*24-Hour Volume and Speed Counts: 50 Locations MAXIMUM @ $300/Location)*	$ 15,000.00
								MARLIN ENGINEERING COST FEE	$ 57,867.50
								SUBCONSULTANTS COST FEE	
								TOTAL COST FEE	**$ 57,867.50**

* - Volume and speed count fee includes all necessary labor cost including, counters, hoses, and post processing of data. Number of counts based on Map of Area of Concern (Provided by Village) and review of Village key areas/locations.

FILE COPY

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

CONTINUING SERVICES

AGREEMENT

FILE COPY

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Marlin Engineering, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 2191 NW 97TH Avenue, Doral, FL 33172.

WHEREAS, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and Engineering* services; and

WHEREAS, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

WHEREAS, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:[1]

a. NPDES Permitting and stormwater management;
b. Drainage facilities;
c. Road construction and maintenance;
d. Civil Engineering;
e. GIS Mapping assistance;
f. Utility infrastructure evaluation and review;
g. Plat and site plan review;
h. Park and park land development;
i. Environmental engineering;
j. Surveying;
k. Project management;
l. Opinion of probable cost of construction; and
m. Public Works permitting and inspections.

---

[1] The disciplines listed below are more extensively defined and identified in RFQ _____ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

a. The Scope of Services;
b. The Deliverables;
c. The Time and Schedule of Performance and Term;
d. The amount of Compensation;
e. The Personnel assigned to the specific project;
f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed $25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **Termination For Convenience.** The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.** Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement 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 consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 **Termination for Lack of Funds.** Not withstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement 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 agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

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

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

3.6 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 **Non-Exclusive Agreement** - Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.** 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. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed $25,000.00 per contract. Changes, which exceed $25,000.00, shall be approved by the village council.

SECTION 5. NO DAMAGES FOR DELAY CLAUSE

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

SECTION 6. RIGHT TO WITHHOLD

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

SECTION 7. INTEREST PAYMENTS

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statues.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

SECTION 8. SURVIVAL OF PROVISIONS

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

SECTION 9. VILLAGE'S RESPONSIBILITIES

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

SECTION 10. CODE OF ETHICS

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

SECTION 13. RECORDS/AUDITS

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

SECTION 14. NO CONTINGENT FEE

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15. INDEPENDENT CONTRACTOR

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

SECTION 16. ASSIGNMENT; AMENDMENTS

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

SECTION 17. INDEMNIFICATION/HOLD HARMLESS

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

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

SECTION 18. INSURANCE

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

A. Professional Liability Insurance in the amount of $1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of $500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

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

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT

19.1 **Village Representative**. It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative**. Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

20.1 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 agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

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

SECTION 21. MEDIATION

21.1 Any claim or dispute arising out of or related to this agreement 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.

21.2 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.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11th judicial circuit for the State of Florida.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 23. CONSULTANT'S RESPONSIBILITIES

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

SECTION 24. SUBCONSULTANTS

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

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

SECTION 25. NOTICES

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

FOR CONSULTANT:

Marlin Engineering, Inc.
2191 NW 97TH Avenue
Doral, FL 33172
Telephone: (305) 477-7575
Facsimile: (305) 477-7590

FOR VILLAGE:

Village of Palmetto Bay
Attention: Corrice E. Patterson, Director of Public Works
9495 SW 180TH Street
Palmetto Bay, Florida 33157
Telephone: (305) 969-5011
Facsimile: (305) 969-5091

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual

unit costs. All such adjustments shall be made within one year following the end of each project agreement.

SECTION 27. CONSENT TO JURISDICTION

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

SECTION 30. EXHIBITS

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

SECTION 31. SEVERABILITY

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 32. COUNTERPARTS

32.1 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.

SECTION 33. WARRANTY OF AUTHORITY

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

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

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

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

IN WITNESS WHEREOF, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

Meighan T. Alexander
Village Clerk

VILLAGE OF PALMETTO BAY

By: Ron E. Williams
Ron E. Williams, Village Manager

Date: 6-20-13

APPROVED AS TO FORM:

Village Attorney

ATTEST:

Marlin Engineering, Inc.

By: Ramon
Ramon Soria, P.E.
President

Date: 5/21/2013

WITNESSES:

Print Name: JAMES E. SPINKS III

Print Name: SERGIO ALFONSO Jr, P.E.

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. [redacted]

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and [Insert Company Name], _____ ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

_____

_____

_____

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect _____, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" $_____. **[OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED $_____.]**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 **Suspension for Convenience.** The village shall have the right at any time to direct the consultant to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated _____ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

_____
Village Clerk

By:_____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

_____
Village Attorney

ATTEST:

[Insert Company Name]

By:_____
[Insert Name]
[Insert Job Title]

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "1"

Project Description

[TO BE INSERTED]

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

MARLIN ENGINEERING, INC.

Village of Palmetto Bay - Transportation Planning and Engineering Services
RFQ 2013-PW-100

DATE PREPARED: MAY 22, 2013

EMPLOYEE CATEGORY & CERTIFIED WAGE RATES

PROFESSIONAL CATEGORY	2013 PROPOSED CONTRACT HOURLY RATE ($) BURDENED
Chief Engineer	$165.00
Project Manager	$145.00
Senior Engineer	$135.00
Project Engineer	$125.00
Engineering Intern	$110.00
Senior Planner	$125.00
Planner	$110.00
GIS Specialist	$80.00
Engineering Technician	$80.00
CADD Specialist	$90.00
Construction Engineering Inspector	$100.00
Specialist	$135.00

I CERTIFY THAT THE ABOVE RATES ARE THOSE THAT WILL BE CHARGED UNDER THIS CONTRACT.

SUBMITTED BY
MARLIN ENGINEERING, INC.

RAMON SORIA, P.E.
PRESIDENT

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

EXHIBIT "B"

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

Engineer - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

Construction Manager – Individual responsible for coordinating construction administration and onsite observations.

Construction Observation– Technical personnel responsible for observing construction projects.

Senior Draftsman/Technical/CADD Operators - CADD Operators and Designers responsible for CADD technical support and design.

Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

Data Processing/Clerical/Administrative - Staff members responsible for providing clerical and secretarial support to the organization.

EXHIBIT "C"

PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS DOCUMENT
NO. 2013-PW-100

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PROPOSED
RESOLUTION

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A ROADWAY IMPROVEMENT FEASIBILITY STUDY AND COST ANALYSIS STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON SW 168TH ST BETWEEN US-1 AND OLD CUTLER RD WITH FOCUS ON THE INTERSECTION OF SW 168TH ST AND SW 82ND AVE AND NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO SOUTHWOOD MIDDLE SCHOOL AND PERRINE ELEMENTARY SCHOOL IN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH MARLIN ENGINEERING, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC FEASIBILITY STUDY INCLUSIVE OF BIKE LANES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $57,867.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has received numerous complaints from residents regarding the speeding and cut-through traffic on residential streets in close proximity to the traffic circle at the intersection of SW 168th Street and SW 87th Avenue; and

WHEREAS, the Village held several traffic calming workshops to gain insight as to how to address the ongoing request for traffic calming; and

WHEREAS, it was recommended that a traffic study of the overall network of traffic along the corridor of SW 168th Street be performed; and

WHEREAS, Village administration desires to contract with Marlin Engineering, Inc for transportation engineering services or the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions in the area; and

WHEREAS, the goal of the feasibility study and cost analysis is to determine if a traffic circle is a feasible solution to address the issue with traffic backup heading eastbound on the corridor of SW 168th Street (between US-1 and Old Cutler Road); and

WHEREAS, Marlin Engineering, Inc. agrees to provide transportation engineering services to the Village in accordance with the attached proposal; and

WHEREAS, the services provided by Marlin Engineering, Inc. will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and concurrency from Miami-Dade County Traffic Engineering Division (TED); and

WHEREAS, Village administration is requesting authorization from the Village Council to enter into an agreement with Marlin Engineering, Inc. to provide transportation engineering services to the Village for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions on the corridor of SW 168th Street (between US-1 and Old Cutler Road) with the focus on the intersection of SW 168th Street and SW 82nd Avenue including the neighboring residential streets in close proximity to Southwood Middle School and Perrine Elementary School Village in the Village of Palmetto Bay.

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

Section 1. The Village Council authorizes the Village Manager to enter into an agreement with Marlin Engineering, Inc. to provide transportation engineering services to the Village for the preparation of a roadway improvement feasibility study and cost analysis study for traffic calming and volume reduction solutions on SW 168th Street (between US-1 and Old Cutler Road) with the focus on the intersection of SW 168th Street and SW 82nd Avenue including the neighboring residential streets in close proximity to Southwood Middle School and Perrine Elementary School in the Village of Palmetto Bay for an amount not to exceed $57,867.50.

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

PASSED and **ADOPTED** this _____ day of May, 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
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 _____

ADVISORY BOARD MEMBERS PRESENT:
Dana Pezoldt, Jamie Wasser, & Rebecca Peterson
STAFF PRESENT:
Travis Kendall, Department of Planning and Zoning; Edward Silva, Village Manager
PUBLIC PRESENT:
Patsy Rodriguez, artist and new Palmetto Bay resident

I. Approval of minutes

- Jamie makes motions to accept the minutes and Rebecca seconds the motion.

II. New Business:

- New mural proposals for Coral Reef handball courts. Village Manager, Silva suggests AIPP make a call for proposals.
- Village Manager, Silva requests that AIPP come up with a pattern for all crosswalks with the goal of making Palmetto Bay distinctive; references Shaw, a community in St. Louis
    - Dana suggests that is Public Works project and should come from Public Works budget and wonders about interfacing with the FDOT?
    - What are ADA requirements?
- Mayor Flynn wants to see bike repair accommodations along the Chinese Bridge bike path
- Village Manager, Silva: revamp the way we make our artist calls; current RFQs too limiting
    - AIPP board agrees and really wants to remove any discussion of historic significance as that limits the creativity of artists.
- Art in the Park. Howard Fein running currently at Coral Reef Park on May 21/22, 2016.
    - 2017: want it be juried
    - AIPP to be able to make suggestions for judges for 2017
    - Village Manager, Silva suggests art show and Farmers' Market but AIPP board members remind him that the funds do not cover those events. Dana suggests applying for a Miami-Dade County Dept. of Cultural Affairs Community Grant.
- Veterans Park is getting off the ground
    - Discussion for developing a sensory garden with possible free notes (musical instruments)
- Burger King property being donated for parks; includes 22 acres along Old Cutler and 30 acres of mangrove shoreline
    - March 7 – going for ordinance
- Other park options that were mentioned:
    - across from Perrine Elementary; $1/year lease in perpetuity for passive park
    - Coral Reef, east side of the canal; has a rubberized walk way
- School Art Show – year 2 at Thallata Estate. Schools being considered for participation are:

- Perrine
- Southwood
- Howard Drive

III. Old Business:

- Point Building Update: owners are paying $120,000 toward AIPP requirement

12,000. RLP

IV. Adjournment

- Jaime motioned; Rebecca seconded

ITEM 10A

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	TDR Request Village Center

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.

UPDATE SINCE FIRST READING:

This item was originally presented at the Regular Council Meeting scheduled on March 7, 2016. The item was continued so that final consideration of the item could occur in tandem with two related companion Ordinances. The Report and Resolution is as it was submitted on March 7, 2016 (Report and Resolution is attached as Exhibit A). Subsequent to the hearing, the land use companion item was transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their required review. The DEO conditionally approved that item on April 15, 2016. There are no proposed changes to the Resolution since its original introduction.

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A – (Report and Resolution presented on March 7, 2016)

Darby Delsalle, AICP
Director of Planning and Zoning

EXHIBIT A

STAFF REPORT

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS

VPB-16-005

To:	Honorable Mayor and Village Council	Date:	March 7, 2016
From:	Edward Silva, Village Manager	Re:	TDR Request Village Center

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.

BACKGROUND

The specific lands subject to this particular zoning request are those located on the property commonly referred to as the "Village Center". Located along the east side of Old Cutler Road between SW 184 Street and the Palmetto Bay Public Library, it is made up of two separate properties of record. The applicant and owner of the lands is proposing to transfer the development rights of 85 residential units from the front 22± acres of land (Attachment A of the Resolution), generally those portions of the property presently zoned I, Interim District, to that portion of the property (Attachment B of the Resolution) that is zone Village Mixed Use (VMU). As part of the application, the owner has offered to transfer title to the Village the front 22± acres of land, together with other contiguous lands, totaling approximately 40± acres (Attachment C of the Resolution), for the propose of expanded parks open space, preservation of environmentally sensitive areas, and an area to locate a future fire rescue facility to serve the southeastern areas of the Village.

On January 11, 2016 the applicant requested a zoning determination letter to identify potential development rights for the front 22± acres of land adjacent to Old Cutler Road. Staff responded on January 26, 2016 identifying 85 residential units. The letter (Exhibit 1) provides a detail description of how the determination was made. It is those 85 units that the applicant is now requesting to transfer to the property zoned VMU.

PROCEDURE

This request coincides with two companion ordinances. The first ordinance is an amendment to the VMU zoning provisions and the second is an amendment to the Village's Comprehensive Plan as it relates to the VMU land use designation. The proposed amendments allow for all of the permitted residential units within the VMU district to be developed as multifamily, and provides for consistency of building heights of 85 feet. Those two items are sponsored by the Village of Palmetto Bay and theie reports and ordinances provided under separate cover.

For the purpose of providing greater clarity of intent, this TDR request is being brought forward in concert with the first readings of the two proposed companion ordinances. However, it is staff's desire that Council take no action on the TDR request until the two proposed ordinances are brought back for consideration at second reading. At that time, The TDR request will be heard for final consideration followed by the two companion ordinances.

As a procedural matter, an amendment to the Comprehensive Plan on lands over 10 acres in size that modify the list of permitted uses is subject to the State of Florida's Expedited Large Scale Amendment Review procedures. The companion Comprehensive Plan amendment item involves a use modification (Senior Only Residential to Multifamily Residential that may include Senior Living). As such, the item must be transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their review. Once complete, the item will return for second reading. It is staff's recommendation that the two companion ordinances only be approved pursuant to the conditions of those items therein, and only be considered after to the Council's decision to grant/deny this TDR application request.

Should the TDR request be granted, it may be necessary to plat the lands involved in order to properly execute the transfer of ownership and development rights. As such, upon enactment it shall become incumbent upon the applicant to prepare and submit surveys of the lands generally identified in Attachments A, B, and C of the Resolution, and submit for platting as may be required by Chapter 28 of Miami-Dade County's Code of Ordinances, and/or record any other legal instrument deemed necessary to ensure clear title.

GENERAL INFORMATION

Sender Lot Size:	22± net acres more or less.
Receiver Lot Size:	40± acres, more or less.
Land Dedicated Area:	40± acres, more or less.
Folio Numbers:	33-5035-013-0010 and 33-5035-013-0020

PROPERTY	ZONING	LAND USE
Sender Site:	I- Interim	PR – Parks and Recreation
Receiver Site:	VMU – Village Mixed Use	VMU – Village Mixed Use

Surrounding Properties

NORTH:	E-2; 5 Acre Estate SFR	Estate Density Res. (2.5 du/acre)
SOUTH:	Town of Cutler Bay	Town of Cutler Bay
EAST:	Biscayne Bay	Biscayne Bay
WEST:	E-1 – 1 Acre Estate SFR	Estate Density Res. (2.5 du/acre)

ZONING HEARING HISTORY:

The following is a review of the zoning history as it applies to the property in question. The associated resolutions are attached herein.

On **April 22, 1946**, the Board of County Commissioners, Dade County, Florida denied a **Resolution** for a boundary district change from EU-2 (Single Family Estates) to BU-2. Complete resolution not available.

On **October 15, 1969**, the Zoning Appeals Board denied **Resolution No. 4-ZAB-576-69** denying a boundary district change from RU-2 (Single Family Five Acre Estates) to EU-4 (Apartment House and Hotel).

On **April 16, 1970**, the Board of County Commissioners, Dade County heard an appeal **Z-89-70)** of **Resolution No. 4-ZAB-576-69** and reversed the previous denial. Approving a boundary district change from RU-2 (Single Family Five Acre Estates) to EU-4 (Apartment House and Hotel), and approved a special exception to allow the construction of a water use facility, a marina and boat docks.

On **July 20, 1972**, the Board of County Commissioners, Dade County, heard a "Status of Zoning Revision" that was triggered by **Resolution R-924-72**, adopted **June 20 1972**, which imposed a building moratorium on the property. The memorandum proposed to reduce the permitted number of previously approved units to be consistent with the South Bay Area Land Use Plan which permitted approximately 600 units for a parcel this size. Moratorium expired after 120 days, no rezoning occurred.

On **January 10, 1973**, the Dade County Zoning Appeals Board heard **Resolution No. 4-ZAB-48-73** and voted for denial. The request was for a district boundary change from RU-4 (Apartment Houses and Hotels) to EU-1 (single family 1 acre estates), from RU-4 to EU-M, from RU-4 to RU-3M, and RU-4 to RU-4L.

On **June 6, 1974**, the Zoning Appeals Board, Dade County, Florida heard **Resolution No. 4-ZAB-352-74**. The board denied, a special exception to allow multiple family apartment buildings, an unusual use permit to allow two entrances, a special exception to allow five buildings with varying heights between 129' and 182', an unusual use to permit a lift station, an unusual use permit to allow eight boat piers, including boat storage, a boat supply store, and the enlargement of the existing lake.

On **July 23, 1974**, the Board of County Commissioners, Dade County, Florida approved **Resolution No. Z-196-74**, (overturning the Zoning Appeals Boards denial of resolution 4-ZAB-352-74). The board approved, a special exception to allow multiple family apartment buildings, an unusual use permit to allow two entrances, a special exception to allow five

building with varying heights between 129' and 182', an unusual use to permit a lift station, an unusual use permit to allow eight boat piers, including boat storage a boat supply store, and the enlargement of the existing lake.

On **July 31, 1981**, the Board of County Commissioners, Dade County, Florida approved **Resolution No. Z-191-81** approving a boundary district change from EU-2 (Single Family Estates) and RU-4 (Apartments) to EU-M (Estate Modified), a non-use variance to allow lots #9 & #12, 75' street frontages were 120' was required, a boundary change from EU-2 to RU-4L (Limited Apartment House), a special exception to allow 60' high buildings and six stories were four were permitted, and a boundary change from EU-2 to GU (Government Use).

On **February 7, 1985**, the Board of County Commissioners, Miami-Dade County, Florida approved **Resolution No. Z-30-85**. The Board of Miami-Dade County Commissioners approved the applicant's request for a district boundary change from RU-4 to OPD, EU-M, EU-2 and RU-4 to GU and a use variance to permit a 10 unit apartment building in the GU district in conjunction with an unusual use request to permit private recreational facilities, to wit: tennis courts, basketball courts, swimming pools, and playing fields in the GU district. The applicant was also granted a special exemption request to permit night lighting on the proposed recreational facilities and the request for an unusual use to filling and enlargement of portions of the existing lake.

On **July 25, 1985**, the Metropolitan Dade County Zoning Appeals Board, approved the applicant's request to delete an agreement pursuant to **Resolution 4-ZAB-270-85** as it affects the subject property, deletion of an agreement entered into between South Cutler Bay, Inc. and Dade County as required pursuant to Resolution Z-196-74, and deletion of the Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Miami-Dade County.

On **April 30, 1986**, the Metropolitan Dade County Zoning Appeals Board, approved Resolution **4-ZAB-143-86**, to permit the filling of a portion of an existing lake and modification of condition #2 of Resolution Z-196-74 and modification of the proffered and Restrictive Covenants of Resolution Z-30-85. The purpose of the modification of said Resolution and agreement was to permit a revised site plan and parking plan which indicated a reconfiguration of the existing lake, elimination of a proposed second lake, merging of the technical center into one building, an increase of 2,485 square feet of building and additional outdoor parking areas.

On **March 24, 1989**, the Board of County Commissioners, Miami-Dade County, Florida approved Resolution **Z-34-89**, the applicant, Palmetto Bay Village Center (PBVC), request of an unusual use to permit a parking lot in a zone more restrictive than the use it served; to wit parking of cars in a GU district to serve an Office Park District (OPD) in conjunction with the Modification of Proffered Covenants and Modification of Declaration of Restrictive Covenants via prior Resolution 4-ZAB-143-86.

On **March 13, 2006**, pursuant to **VPB Resolution 06-30**, and the requirements of section 33-257 of the Miami-Dade County Code, the applicant (PBVC) requested and received a modification to the underlying 1985 declarations of restrictive covenants to allow a

declaration of restrictions in lieu of unity of title, rather than requiring a unity of title (one ownership) of the property. This document was tied to a specific site plan. The remainder of the provisions of the declaration of restrictions would remain in effect and were not to be affected by the removal of the "unity of title" requirement. All future owners shall be bound by the provisions of the declaration of restrictions. More particularly, the provisions of section 3 of the underlying 1985 declarations as to the height, screening and other requirements which require 75% approval of all individual properties within 500 feet of the perimeter of the property remain in full force and effect.

On **March 12, 2007**, pursuant to zoning **VPB Resolution 07-31**, the Village Council pursuant to 33-303 of the Miami-Dade County Code, as adopted by the Village, changed the use of the library and park site (Ludovici Park and Library site) located at 17641 Old Cutler Road from residential to allow a governmental facility to be constructed. This change of use was found consistent with the Village's Comprehensive Plan and Future Land Use Map, which designated the site for Parks and Recreation as well as Institutional and Public Facility use. The Institutional and Public Facility designation entitles an area to be used to construct, amongst other things, a library. The application was to approve the placement of the public facility use (public library and park) on a vacant property zoned EU-2, and to use a portion of the northernmost acreage belonging to the PBVC for a parking area for the library.

On **June 21, 2007**, pursuant to Village of Palmetto Bay **Resolution 07-70**, the Mayor and Village Council of the Village of Palmetto Bay approved with conditions the applicants request to modify a set of previously approved plans under Resolution Z-34-89, to allow for the construction of a 356-space parking structure (97.5' in height) with roof top recreational amenities use where a surface parking lot presently exists along with the construction of a temporary parking lot.

On **March 3, 2008**, pursuant to Village of Palmetto Bay **Resolution 08-19**, the Mayor and Village Council of the Village of Palmetto Bay approved a perpetual easement agreement to use the parking area dedicated by the PBVC for the library.

On **June 9, 2008**, pursuant to Village of Palmetto Bay Ordinance **08-09**, the Mayor and Village Council of the Village of Palmetto Bay modified the Village's Land Development Code by creating section 30-50.20 (later numbered 30-50.19) entitled "Village Mixed-Used District (VMU)" and amending the Village's Official Zoning Map to reflect the creation of the VMU District on approximately 41.59 acres within 17777 - 18001 Old Cutler Road. The zoning ordinance incorporates by reference the underlying 1985 declaration of restrictive covenants (approved under the 1985 Office Park Development zoning resolution for the former Burger King site), providing that the more restrictive section (ordinance or declarations) would apply to the underlying property. This ordinance rezoned portions of the Palmetto Bay Village Center property from Office Park District (OPD) to the VMU District. The VMU District, as enacted, contemplates administrative site plan review of permitted uses. In other words, permitted uses within the District do not require a public hearing. Under the VMU District, fire stations or sub-stations, are permitted as an allowable, as of right, use within the District.

On **April 13, 2009**, pursuant to Village of Palmetto Bay **Resolution 09-41**, the Mayor and Village Council of the Village of Palmetto Bay modified the approved site plan and amended the declaration of restrictive covenants.

On **November 19, 2009**, pursuant to Village of Palmetto Bay **Resolution 09-96**, the Mayor and Village Council of the Village of Palmetto Bay approved new non-conforming signage to be used with the new library.

ANALYSIS

The following is a review of the request pursuant to the Village's Transfer of Development Rights criteria found at Section 30-30.15(f) of the Land Development Code. The Background Section of this report is hereby incorporated by reference into this analysis.

Criteria 1: That the property(s) subject to the transfer of development right is eligible pursuant to section 30-30.15(c).

Analysis: The sender site is zoned I, Interim district and the receiver site property is zoned VMU, Village Mixed Use district. Section 30-30.15(c) permits I zoned properties to be sender sites and VMU zoned properties to be receiver sites.

Finding: Consistent.

Criteria 2: That the transfer of development right is consistent with the goals, objectives and policies of the Village's Comprehensive Plan.

Analysis: In reviewing the Village's Comprehensive Plan, the following Goals, Objectives, and Policies (GOP) below were identified as relating to the TDR request. 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 TDRs request is reflective of multiple goals, objective and policies (GOP) of the Villages Comprehensive Plan. Those GOPs aim to steer development towards areas that have available infrastructure, create opportunities to acquire park lands and preserve conservation areas. The request, if approved also makes available approximately 1.5 acres of land for a future fire rescue facility on the southeast side of the Village.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. The request removes the potential of private development from a 22± acre parcel that presently serves as a visual barrier of the mixed use zoning on its east side, to the low residential density on its west side. That 22± acre property, together with other lands (approximately 40± acres in total) will then be voluntarily deeded to the Village for parks and open space, environmental conservation, and the siting of a much needed fire rescue facility to serve the southeastern area of the Village.

Policy 1.5.4 Protect and enhance the lush flora and fauna of the Village through strong community landscape guidelines, land development regulations, and code enforcement.

Analysis: See Background Section and Policy 1.1.8. The TDR application is offered by the applicant in tandem with their voluntary desire to deed approximately 40± acres of land to the Village for the purpose of parks and open space, environmental conservation, and the location of a much need fire rescue facility in the southeastern areas of the Village.

Policy 1.7.9 Existing mature vegetation and distinctive trees should be retained and protected in developments.

Analysis: See Background section and Policy 1.1.8., Policy 1.5.4., Policy 6.5.1., and Policy 7.1.3. In acquiring these lands as part of the TDR request, the Village will be able to work toward ensuring the existing mature vegetation and distinctive trees are retained.

Policy 2A.1.1 The Village of Palmetto Bay recognizes the Urban Development Boundary (UDB) designated by Miami-Dade County and the Urban Infill Area UIA[1] within its municipal limits. Pursuant thereto, the minimum acceptable peak-period LOS for all State and County roads within the UDB shall be the following:

1. All development applications within the Urban Infill Area Transportation Concurrency Exception Area are exempt from transportation concurrency requirements; however the following level of service thresholds are established for reviewing projects within the UIA TCEA: (1) Where no public mass transit service exists, roadways shall operate at or above Level of Service E

[1] The UIA is defined as that area east and south of the State Road 826 (the Palmetto expressway) and 77th Avenue (including those portions of theoretical SW 77 Avenue.

(100% of capacity), (2) Where mass transit service having headways of 20 minutes or less is provided within a half-mile distance, roadways shall operate at Level of Service of 120% of capacity (3) Where extraordinary transit service, such as express bus service exists, parallel roadways within a half-mile shall operate at no greater than 150% of their capacity; and

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Obj. 4A.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD), for potable water service within the Village of Palmetto Bay is:

a. Regional Treatment. System shall operate with a rated capacity that is no less than 2% above the maximum daily flow for preceding year.
b. User LOS. Maintain capacity to produce and deliver 200 gallons, per capita, per day.
c. Water Quality. Meet all Federal, State and County primary potable water standards.
d. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Policy 4B.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD) for sanitary sewer service within the Village of Palmetto Bay is 100 gallons, per capita, per day.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Policy 4B.2.1: Encourage future development into areas that are already served, or programmed to be served, by Miami-Dade County WASD sanitary sewer facilities.

Analysis: The receiver property is served by a sanitary sewer gravity line.

Policy 4C.1.1 The storm water management LOS standards for Village of Palmetto Bay are: Water Quality Standard. Stormwater facilities shall be designed to meet the design and performance standards established in Ch. 62-302.500 and 25.025, F.A.C., with treatment of first one (1) inch of rainfall runoff Water Quality Standard. Where two or more standards impact a specific development, the most restrictive standard shall apply:

a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.

b. Treatment of the runoff from the first one (1) inch of rainfall onsite or the first 0.5 inch of runoff, whichever is greater.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Policy 4D.1.1 The adopted level-of-service standards maintained by the Miami-Dade County Department of Solid Waste Management for solid waste services within the Village of Palmetto Bay is 9.9 pound, per capita, per day and to maintain solid waste disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements or contracts along with anticipated non-committed waste flows for a period of five (5) years in accordance with Miami-Dade County's Comprehensive Development Master Plan.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Policy 5.1.1 The Village will limit the specific and cumulative impacts of development and redevelopment upon identified wetlands, water quality, water quantity, wildlife habitat, and living marine resources through the development review process.

Analysis: See Background Section, and Policy 1.1.8. The sender site (the 22± acres of land) and the adjoining areas being offered by the applicant includes lands that have pine rock-lands and wet lands. The TDR together with the transfer of ownership of said lands to the Village works to ensure the continued preservation of those environmental assets.

Goal 6 Protect and enhance the environmental resources of Palmetto Bay to ensure continued resource availability and environmental quality through prudent management, public education, appropriate regulations and

enforcement and active partnerships with governmental and environmental entities.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., and Policy 5.1.1.

Objective 6.5 Protection of Natural Resources
Conserve and protect the remaining natural systems of the Village of Palmetto Bay, in recognition of the inherent values of these areas left in their natural state.

Analysis: See Background section and Policy 1.1.8., Policy 1.5.4., Policy 6.5.1., and Policy 7.1.3. In acquiring these lands as part of the TDR request, the Village will be able to work toward ensuring the natural systems are retained.

Policy 6.5.1 Manage environmentally sensitive natural systems in the Village, including, but not limited to, water resources, wetlands, and native habitats of flora and fauna through prudent land use planning and land development regulations.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., and Policy 5.1.1. In acquiring these lands as part of the TDR application, the Village will be able to work towards the preservation of the environmental assets that exist on the newly protected lands.

Objective 6.7 Protection of Plants and Wildlife. Continue to ensure that wildlife and plant species listed as endangered threatened or of special concern that inhabit the environments in Palmetto Bay are protected and enhanced where possible.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., Policy 5.1.1 and Policy 6.5.1.

Objective 6.11 Conservation Expansion. Continually seek public acquisition of additional areas for nature preserves and passive open spaces to expand the opportunities for conservation and increase public appreciation of natural habitats within the community.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., Policy 5.1.1 and Policy 6.5.1.

Parks Element

Policy 7.1.2 Through the maintenance and expansion of existing park facilities and the acquisition and/or development of new parks and open space, achieve a Level of Service (LOS) Standard of 5.0 acres by 2025.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Current park lands well exceed required levels of service.

Policy 7.1.3 Maintain a balance of active parks, passive parks, and natural areas to meet the needs and expectations of Village residents, and seek future opportunities to increase the number of pocket parks and other urban open spaces distributed throughout the Village.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., Policy 5.1.1 and Policy 6.5.1. Approval of the request in tandem with acquisition of the lands in question will result in an expansion of the Village's park system.

Objective 7.4 <u>Park Land Acquisition</u>
Continue to explore opportunities to acquire land necessary for maintaining and enhancing the parks and recreation level-of-service (LOS) standards, strategically located in order to maximize accessibility to residents served.

Analysis: See Background Section, and Policy 1.1.8., Policy 1.5.4., Policy 5.1.1, Policy 6.5.1., and Policy 7.1.3.

Objective 10.1 Work with Miami-Dade County Public Schools towards the Reduction of the overcrowding which currently exists in Miami-Dade County Public Schools, while striving to attain and optimum level of service pursuant to Objective 2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Policy 11.1.1 The adopted level-of-service standard established by WASD for potable water service within the Village:

a. Regional Treatment. System shall operate with rated capacity that is no less than two (2) percent above the maximum daily flow for preceding year.

b. User LOS, Maintain capacity to produce and deliver 155 gallons/per capita/per day.

c. Water Quality. Meet all federal, state, and county primary potable water standards.

d. Countywide Storage. Storage capacity for finished water shall equal no less than 15 percent of countywide average daily demand.

Analysis: The TDR request does not increase densities within the area above that which may already be grantable by way of a site plan request. Compliance with level of service requirements will be reviewed and evaluated at time of site plan application request.

Finding: Conditionally consistent provided ownership of the lands in Attachment C of the Resolution are transferred to the Village.

Criteria 3: That the transfer of development rights preserves environmentally sensitive lands, increases available park land, facilitates appropriate redevelopment and revitalization, facilitates economic development, or results in providing for affordable housing.

Analysis: See Background section and Criteria 2. The TDR in tandem with the transfer of ownership of the lands in question will result in the expansion of park space, environmental conservation, and an area to accommodate a future fire rescue facility.

Finding: Conditionally consistent provided ownership of the lands in Attachment C of the Resolution are transferred to the Village.

Criteria 4: That for transfers of development rights from one property to another property, the request is incorporated into and accompanied by an approved site plan pursuant to 30-30.5 or as otherwise approved by the Village Council.

Analysis: The applicant has not submitted for any particular development plan. However, the application as offered by the applicant provides the Village the unique opportunity to expand its park system by approximately 40± acres, conserve environmentally sensitive lands, and provide a site for a future fire rescue facility to serve the southeastern portions of the Village.

Finding: Conditionally consistent provided ownership of the lands in Attachment C of the Resolution are transferred to the Village.

Criteria 5: That for transfers of development rights from one property to another property, the number of residential units, commercial lot coverage and/or commercial floor area does not exceed 25% of the maximum permitted at the receiving site.

Analysis: The receiving property is currently permitted to develop up to 400 residential units. The applicant proposes to transfer 85 units. The result is an increase of 21%.

Finding: Consistent.

Criteria 6: That there are no active code violations on the sender or receiver site.

Analysis: There are no active violations on the sender or receiver site.

Finding: Consistent.

RECOMMENDATIONS

Staff recommendations approval of the proposed Transfer of Development Rights as further conditioned below:

1. Approval of the TDR request shall occur before final action is taken on the two companion ordinances.
2. The applicant shall provide sealed surveys that accurately depict the sender site, receiver, and land dedication site, prior to the transfer of the 85 residential units. Said surveys will be deemed acceptable for purposes of transferable rights and land dedication upon staff determination that they are generally reflective of the Attachments A, B and C, of the Resolution.
3. As part of the land dedication process, and prior to transfer of the 85 residential units, the lands involved shall comply with Chapter 28, Subdivisions, of the Miami-Dade County Code of Ordinances, and/or record any other legal instrument deemed necessary to ensure clear title.
4. The approved Resolution shall be recorded to the titles of all lands involved.
5. Prior to transfer of the 85 residential units The Village shall receive clear title to the dedicated lands as generally described in Attachment C of the Resolution and as further depicted in the survey submitted and accepted pursuant to condition of 2 of this recommendation.
6. All previous conditions, approvals, covenants and resolutions shall remain in effect unless otherwise altered by the granting of this request and any conditions assigned therein.

Darby Delsalle, AICP
Director of Planning and Zoning

EXHIBIT 1

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS
VPB-16-005

VILLAGE OF PALMETTO BAY

January 26, 2016

Scott Silver,
17777 Old Cutler Road, LLC
18001 Old Cutler Road, Suite 600
Palmetto Bay, Florida 33157

Re: Front 22 Acres of 17777 & 18001 Old Cutler Road.

Mr. Silver:

The following is in response to your letter dated January 11, 2016 as it pertains to your request for a "building rights" determination for the front 22 net acres of land locate at 17777 & 18001 Old Cutler Road. Based on the analysis provided below, it appears the property enjoys a potential zoning development right of 85 residential units.

The property in question is presently zoned Interim (I) with a land use designation of Parks and Recreation (PR). The I zoning category was applied to the property when the Village adopted its own land development regulations in 2009. It was previously zoned Government Use (GU) under Miami-Dade County's zoning provisions. The PR designation was applied in 2005 when the Village adopted its Comprehensive Plan and corresponding Future Land Use Map (FLUM). Chapter 163 of the Florida Statutes requires zoning to be consistent with land use. Although the I zoning category is consistent with a PR designation, it may be considered awkward in the context of the private ownership of land.

The PR land use designation is fairly restrictive with regard to permitted uses and development standards. Residential and commercial uses would not be permitted within this designation. The I zoning district (or for that matter the GU district) does not preclude them. The 2005 action establishing the PR designation appeared to anticipate an eventual park amenity; however the land was never acquired by a governmental entity, nor was the property owner required to build one. Its continued private ownership has thus allowed the question to linger of the land's ultimate permitted use. For private development to occur on the property, be it residential or commercial, the land use designation must change accordingly.

The Village's I zoning category mirrors Miami-Dade County's GU category. Both districts essentially provided for the concept of "trending of development." As applied, determination of use and intensity within an I or GU district is based on the zoning of adjacent lands. If the surrounding properties vary in intensity, the "trending of development" would fall somewhere in between that permitted within the adjacent zones. Typically, a determination would be applied to the property and then be followed by a rezoning request consistent with the identified uses and intensity.

Given the above, a determination of "building rights" is reviewed under the context of the land's ownership by a private entity and its potential usage as governed by the I zoning district.

The majority of the lots west of the property are zoned One Acre Estate Single-Family District (E-1). The E-1 district permits one unit per acre. One lot is zoned Five Acre Estate Single-Family District (E-2) and two (2) other lots are zoned Estate Modified Single-Family District. The E-2 permits one (1) unit per five (5) acres and the EM district permits roughly three (3) units per acre. The overall density works out to approximately one (1) unit per acre. The lands to the north and east are zoned Village Mixed Use (VMU). The VMU zoned land is approximately 41.59 acres and is permitted to have mid-rise office uses and up to 400 residential units of varying types. Overall residential density works out to approximately the 9.61 units per acre. The resulting trend of residential development would be approximately Five (5) units per acre.

The land in question is subject to a declaration of restrictive covenant that requires the property to provide and maintain landscaping to visual obscure from Old Cutler Road, the more intense multi-family and office uses permitted within the VMU zoning district on the east side. The covenant was proffered as a clear attempt to buffer and protect the low density residential neighborhoods on the west side from the more intense office and multi-family residential uses permitted on the east side property. Given the intent, it is not unreasonable to conclude the covenant would have also resulted in a restriction of commercial development within the 22 acres. It does not appear that the covenant restricts all development on the land in question, however the landscape element in and of itself would logically result in a diminished area available for development. That form of development would most likely be low density residential. In this context, it is assumed that it would take a strip of land of approximately five (5) acres in area immediately adjacent to Old Cutler Road to accomplish the needed landscaping screen. That leaves approximately 17 of the 22 net acres that may be contemplated for potential residential development.

In applying the assumptions described herein, it appears the building right potential for the 22 net acres would be 85 homes.

If you have any additional question please contact this office at 305-259-1234.

17777 Old Cutler Road, LLC
18001 Old Cutler Rd, Suite 600
Palmetto Bay, Fl 33157
O: 305-377-8802 | F: 305-377-8804

January 11, 2016

Mr. Darby DeSalle
Director
Planning & Zoning Dept.
9705 E Hibiscus St
Palmetto Bay, FL 33157

Please provide me with the determination of development rights letter as to the land parcel bounded by the VMU District on the East and Old Cutler Road on the West encompassing approximately 22 net acres.

Regards,

Scott Silver
Authorized Rep

ZONING HISTORY

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS

VPB-16-005

Copy

RESOLUTION NO. _____

IV-19

The following resolution was offered by Commissioner _____, who moved its adoption; The motion was seconded by Commissioner _____, and upon being put to a vote was duly carried:

WHERE-AS, Everett W. Martin, has heretofore filed an application with the Dade County Zoning Department for a change of zone, from zone EU-2 to zone BU-2, upon the following described property:

Lots 3 and 4, of Dougherty Subdivision, according to the plat thereof, as recorded in plat book 1, page 1, of the public records of Dade County, Florida; and

WHERE-AS, a public hearing of the Dade County Zoning Commission was advertised by the Zoning Director, as required by Law, at which hearing all members of the said Zoning Commission, who were present, voted against recommending any change of present zoning within the area; and

WHERE-AS, it appears to this Board that the change of zone requested would prove detrimental to other property owners within the area;

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Dade County, Florida, that the application for a change of zone upon the foregoing described property be, and the same is, hereby denied.

Denied 4/30-1946

Heard 4-22-46

35-55-40
IV-19
Item No. 69-245

RESOLUTION NO. 4-ZAB-576-69

The following resolution was offered by Mr. H. H. Wood, seconded by Mrs. Irene Faugno, and upon poll of members present, the vote was as follows:

Irene Faugno	aye	Betty S. Page	abstain
William L. Flynn	nay	Roger Shaw	absent
Steven J. Green	absent	H. H. Wood	aye
Leonard Levenstein	absent	Andrew Lee	aye

WHEREAS, H. C. King, et al, have applied for the following:

A district boundary change from EU-2 (Single Family-5 Acre Estates) to EU-4 (Apartment House and Hotel), AND

SPECIAL EXCEPTION to permit a multiple family apartment development, AND

VARIANCE of zoning regulations requiring all uses to be on public streets and roads, to waive same and to permit the aforementioned development on private drives, AND

UNUSUAL USE to permit an entrance feature; said feature to consist of one gate house (enclosing pumping station) and one 8' high wall and two pillars on each side of the access drive into the development, AND

UNUSUAL USE to permit the filling of bay bottom land out to the East line of the SW¼ of Section 35-55-40, AND

UNUSUAL USE to permit the excavation of a lake and canals. Applicant is requesting the vertical bulkheading from -6.0' elevation to -5.0' elevation, then a 12' horizontal to 2.5' vertical slope to a -9.0' elevation, then a vertical slope to -20' elevation on the lake. Canal excavation is proposed with a vertical bulkheading from -6.0' elevation to -5.0' elevation, then a horizontal shelf extending into the canal for 10', then a vertical cut into -20' elevation of water, AND

UNUSUAL USE to permit a water use facility, to wit: Boat docks in the above lake, AND

SPECIAL EXCEPTION to permit the following apartment buildings: One with 150' height, one with 140' height, six with 125' height, one with 110' height (100' permitted on each);

ALL OF: That portion of subject property lying SE/ly of Old Cutler Road, AND

A district boundary change from EU-2 (Single Family-5 Acre Estates) and EU-1 (Single Family-One Acre Estates), to EU-1 (Single Family-One Acre Estates)

OF: That portion of subject property, lying NW/ly of Old Cutler Road.

SUBJECT PROPERTY: Tracts 3 thru 9 incl., Dougherty's Sub. (1-1). Tracts 1 thru 4 incl., S. H. Richmond Sub. (1-67) less the N. 161' of said Tract 1. N. 195.78' of Tracts 5 and 6 of S. H. Richmond Sub. (1-67). That portion of the W½ SW¼ SW¼ Section 35, Township 55 South, Range 40 East lying SE/ly of Old Cutler Road and less the N. 600' thereof

LOCATION: From Old Cutler Rd. to Biscayne Bay, between approx. theo. SW 177 St. and approx. theo. SW 183 St., and one parcel lying NW/ly of Old Cutler Rd. at approx. SW 180 St., Dade County, Florida, and

35-55-40
IV-19
Item No. 69-245

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested district boundary changes would be incompatible with the neighborhood and area concerned and would be in conflict with the principles and intent of the plan for the development of Dade County, Florida; and that the requested special exceptions and variance and unusual uses would not be compatible with the area and its development and would not be in harmony with the general purpose and intent of the regulations and would not conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested district boundary changes be and the same are hereby recommended for denial by the Board of County Commissioners of Dade County, Florida; and

BE IT FURTHER RESOLVED that the requested special exceptions and variance and unusual uses be and the same are hereby denied.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 15th day of October, 1969.

Heard 6/11/69
No. 69-6-56
10/21/69
hf

October 22, 1969

H. C. King, et al
6500 S.W. 135 Terrace
Miami, Florida

RE: H. C. King, et al; request for district boundary changes, special exceptions, variance, unusual uses; Sec. 35-55-40; Hearing 69-6-56.

Enclosed herewith is a copy of Resolution No. 4-ZAB-576-69, adopted by the Metropolitan Dade County Zoning Appeals Board, denying your application concerning the above subject matter.

You are hereby advised that the Zoning Appeals Board recommendation regarding the district boundary change need not be appealed and has already been scheduled for final action by the Board of County Commissioners, as was noted in the courtesy notice.

If you are dissatisfied with the decision of the Zoning Appeals Board concerning the balance of the application, the same may be appealed, as has been provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida.

Very truly yours,

METROPOLITAN DADE COUNTY
BUILDING AND ZONING DEPARTMENT

Chester C. Czebrinski
Assistant Director

ccc/hr
Enc.

cc: Mr. Richard H. Paige

bcc: Hrg. file
Mr. Bryan

H. C. King, et al — Hearing Number 69-6-56. Resolution 4-ZAB-576-69.

Mr. Wood: Mr. Chairman, thank you; I concur in your remarks that the Chair has made. I feel that the applicants are entitled to a decision today.

Chairman Lee: All right.

Mr. Wood: On those bases, I would like to offer a motion for denial of the entire application as presented here today, basing my motion for denial on the recommendations by both departments, in addition to the fact that the information requested by this Board has not been given by the applicant. I feel that those reasons set forth in the recommendations and the fact that the information is unavailable to use would be sufficient to deny this particular application, in its entirety.

Chairman Lee: Seconded by Mrs. Faugno. Any discussion on that motion by the Board?

Unidentified Man: Mr. Lee---

Chairman Lee: We have to get a motion on the floor. Any discussion on the motion? Anyone want to discuss the motion?

Mr. Flynn: Mr. Chairman, I feel we are penalizing Mr. King by doing it this way. I think it should be deferred if anything instead of denied, to give him time to work this out. I know they haven't gotten, haven't had enough time yet.

Mr. Catlin: Mr. Flynn----

Chairman Lee: I think that is the way I see it now--that we should call the roll on this one.

Mrs. Page: Mr. Czebrinski, on this application I would like to know whether I should abstain at this point?

Mr. Czebrinski: The matter is whether or not you have heard the previous testimony or read it.

Mrs. Page: I abstain.

Chairman Lee: I am going to vote yes, to move it right along; otherwise there would be a tie vote. So, the motion passes three to one for denial of the application with one abstention, Mrs. Page abstaining. That concludes the hearing and the application is denied. (Mr. Flynn voting against the motion; Messrs. Green, Levenstein and Shaw being excused.) Mrs. Page's reason for abstaining was that she wasn't here and didn't read the transcript.

Walter I. Castles — Rehearing 69-9-47. Resolution 4-ZAB-577-69.

Mr. Wood: Mr. Chairman, I move approval.

Chairman Lee: Okay, motion by Mr. Wood for approval, seconded by Mr. Flynn, subject to dedications.

Mr. Czebrinski: Any other conditions?

Mr. Wood: So you have any normal conditions that would be imposed in an operation of this type?

Mr. Czebrinski: Yes, sir.

Mr. Wood: Then, impose those normal conditions.

Mr. Czebrinski: Then in your motion, you would include the usual conditions?

Mr. Wood: Yes.

Chairman Lee: Any further discussion on the motion? Those opposed signify by raising their right hand. Motion carries five to zero for approval, then. (Messrs. Green, Levenstein and Shaw being excused.) We want to thank you for coming back and waiting 30 days, and we hope we didn't inconvenience you too much.

35-55-40/IV-19
69-245

RESOLUTION NO. Z-89-70

The following resolution was offered by Commissioner Ben Shepard, seconded by Commissioner Earl J. Carroll, and upon poll of members present, the vote was as follows:

Earl J. Carroll	aye	Arthur H. Patten, Jr.	absent
Mary H. Foote	aye	Ben Shepard	aye
Alexander S. Gordon	nay	Earl M. Starnes	absent
R. Hardy Matheson	absent	Chuck Hall	aye
Thomas D. O'Malley	absent		

WHEREAS, H. C. King, et al had applied for the following:

A district boundary change from EU-2 (Single Family - 5 acre estates) to RU-4 (Apartment House & Hotel);

Special Exception to permit a multiple family apartment development;

Variance of Zoning Regulations requiring all uses to be on public streets and roads, to waive same and to permit the aforementioned development on private drives;

UNUSUAL USE to permit an entrance feature; said feature to consist of one gatehouse (enclosing pumping station) and one 8' high wall and two pillars on each side of the access drive into the development;

UNUSUAL USE to permit the filling of bay bottom land out to the East line of the SW¼ of Section 35, Twp. 55 South, Range 40 East;

UNUSUAL USE to permit the excavation of a lake and canals. Applicant is requesting the vertical bulkheading from plus 6.0' elevation to -5.0' elevation, then a 12' horizontal to 2.5' vertical slope to a-9.0' elevation, then a vertical slope to -20' elevation on the lake. Canal excavation is proposed with a vertical bulkheading from plus 6.0' elevation to -5.0' elevation, then a horizontal shelf extending into the canal for 10', then a vertical cut into -20' elevation of water.

UNUSUAL USE to permit a water use facility: to-wit: boat docks in the above lake;

Total

SPECIAL EXCEPTION to permit the following apartment buildings: One with 150' height, one with 140' height, six with 126' height, one with 110' height (100' permitted on each);

ON: That portion of subject property lying SE/ly of Old Cutler Road;

A district boundary change from EU-2 and EU-1 (One Acre Estates) to EU-1;

ON: That portion of subject property lying NW/ly of Old Cutler Road;

SUBJECT PROPERTY: Tracts 3 - 9 inclusive, Dougherty's Subdivision (PB 1, Page 1); Tracts 1 - 4 inclusive, S. H. Richmond Subdivision (PB 1, Page 67) less the North 161' of said Tract 1, North 196.78' of Tracts 5 and 6 of S. H. Richmond Subdivision (PB 1, Page 67); That portion of the W½, SW¼, SW¼, Section 35, Twp. 55 South, Range 40 East, lying SE/ly of Old Cutler Road and less the South 600' thereof;

LOCATION: From Old Cutler Road to Biscayne Bay, between approximately theo. SW 177th Street and approximately theo. SW 183rd Street and one parcel lying NW/ly of OldCutler Road at approximately SW 180th Street, Dade County, Florida, and

Supplemental Record-1

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held as required by law, and all interested parties concerned in the matter were heard, and upon due and proper consideration having been given to the matter, the requested district boundary changes were recommended for denial and the balance of the requests were denied for failure to obtain the necessary 3/4 majority favorable vote of those members present, and

WHEREAS, F. C. King, et al, had appealed the decision of the Zoning Appeals Board to this Board, pertaining to the requested Special Exceptions, Variance and Unusual Uses, and

WHEREAS, 15-day notice of the time and place of the meeting of this Board was published, as required by the Zoning Procedure Ordinance, and after reviewing the record, recommendation and decision of the Zoning Appeals Board, and after having given an opportunity for interested parties to be heard, and upon considering the record, recommendation and decision of the Zoning Appeals Board and all matters presented at the meeting, it is the opinion of this Board that the requested district boundary changes would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and should be approved, and that the grounds and reasons specified for the reversal of the ruling made by the Zoning Appeals Board, pertaining to the requested special exceptions, variance and unusual uses, were sufficient to merit a reversal of the decision;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested district boundary change to BU-4 be and the same is hereby approved and said property is hereby zoned accordingly, and that the special exception to permit a multiple family apartment development be and the same is hereby approved, subject to the following conditions:

1. That dedication of rights-of-way as may be deemed lacking, desirable and necessary, in the opinion of the Director of Public Works and Zoning Director, shall be made, and improvement shall be made of such rights-of-way as may be required by the Director of Public Works.

2. That a plot use plan be submitted to and meet with the approval of the Zoning Director, said plan to include among other things but be not limited thereto, type, height and location of structures, density of occupancy for proposed apartments, offstreet parking area, type and location of signs, landscaping, drainage, ingress and egress drives, etc.

3. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing as prepared by William Hamilton Arthur, Architect, entitled, "Adjusted Land Use Plan, South Cutler Bay Development Assoc.", dated January 10, 1970 - Revised February 25, 1970.

4. That the development shall be established and maintained in accordance with the approved plan.

5. That an instrument suitable for recording and meeting with the approval of the Director of Building and Zoning Department be submitted to the effect that the property would be developed substantially in accordance with the plans submitted for the hearing, unless at some future date either the zoning or plan of development were modified by Public Hearing; that said agreement shall be binding on the property owners and all other parties of interest and their successors in title.

6. That a recordable agreement be submitted to and meet with the approval of the Zoning Director providing for permanent and safe access for pedestrian and vehicular traffic within the development and, particularly, for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The agreement which shall be a covenant running with the land shall, also, include a stipulation that the streets or accessways shall be installed and maintained by the applicant including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants meeting with the approval of the Directors of the Public Works and Building and Zoning Departments. Such agreement shall be executed by all parties having an interest in the land and its improvements.

BE IT FURTHER RESOLVED that the requested district boundary change to EU-1 be and the same is hereby approved and said property is hereby zoned accordingly;

BE IT FURTHER RESOLVED that the balance of the application be and the same is hereby approved.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 16th day of April, 1970.

Heard 6-11-69
No. 69-6-55
vp

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

E. B. LEATHERMAN, CLERK

By [signature]
Deputy Clerk

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-89-70, adopted by the said Board of County Commissioners at its meeting held on April 16, 1970.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of March, A. D. 1973.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By R. H. Wahlke
Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida

102.01-3 REV. 1: '72

Supplemental Record - 4

MEMORANDUM

Agenda Item 2(b)

To: The Honorable Mayor and Members
Board of County Commissioners

Date: July 20, 1972

From: R. Ray Goode
County Manager

Subject: South Cutler Bay, Inc.
Moratorium - Status of
Zoning Revision

The building moratorium on 80± acres located between Old Cutler Road and the Bay, from S.W. 177 Street (theoretical as extended) to S.W. 183 Street (as extended) was imposed by the Commission on June 20, 1972 for a period of 120 days. Resolution R-924-72 which imposed this moratorium also directed that, "the County Manager shall report back to this Board within thirty days as to the steps he has taken toward revision of zoning district boundaries." This report is submitted in compliance with this request.

Two different approaches to revising the zoning on this single owned tract are possible. One approach would be for staff to propose a subdivision of the subject property into various zoning district classifications which will not exceed the maximum density as established in the South Bay Area Plan and, further, will provide for a transition of land uses to adjoining properties. Although this approach is common for multiple owned smaller tracts, it is less desirable for large single owned tracts where the owner has the opportunity to master plan the entire development, with assistance of staff evaluation, and then request zoning based on the site development master plan which becomes part of the zoning. This site development plan approach has obvious advantages over the other but necessitates the co-operation of the owners in formulating a site plan with deed restrictions that becomes an integral part of the zoning. Because the present owner of this subject tract expressed a willingness before the Commission on June 20 to completely revise the site plan which is a part of the existing zoning on this tract and to reduce densities, staff has been working closely these past thirty days with the owner's architects on a revised site plan.

The site plan approach to zoning necessitates that the owner initiate the request for zoning based on his site plan and accompanying voluntarily offered deed restrictions which insures the implementation of the site plan regardless of future ownerships. For this reason, the owner of South Cutler Bay, Inc., who is precluded from filing a rezoning request on the property so long as the building moratorium is in effect, has requested via public hearing that the moratorium as such be removed and in its place, serving the same effect, the owner has offered to legally bind himself from requesting or receiving any building permits on the property until the County Commission has taken final action on the question of rezoning of the property which is estimated to take at least another ninety days--depending on when the application is filed.

The existing zoning and site plan on the 80± acre tract (dated September 21, 1970) shows 1,857 units with a density of 31.3 units per net acre. This approved site plan contains fifty buildings located over the entire area with off-street parking adjacent. Consequently, a major portion of the site is covered with buildings or parking, leaving little open space. These building heights vary from two-story townhouses at 35 feet to a 14-story building at 150 feet. Many are ten stories.

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The revised site plan prepared by the new land owners shows a total of 1,322 units with a density of 21.3 units per net acre, which is a reduction of 535 units (approximately 28.0 percent) from the present zoning. This revised plan has only five multiple family buildings and one recreational building. In this plan all off-street parking will be incorporated in the lower levels of the buildings. This enables the preservation of a major portion of the existing trees and mangrove area (which will be deed restricted as permanent open space), and creates a deep landscaped buffer along Old Cutler Road. Two-story townhouses are proposed on the north boundary as a transition. Building heights vary from two-story townhouses at 35 feet to a 20-story building at 184 feet. The proposed coverage of land is extremely low for this type development and provides much open space which distinguishes this site plan.

The South Bay Area Study as approved by the Board of County Commissioners in February, 1970 and amended on July 21, 1970 by establishing a maximum population in the study area of 150,000 is the official planning guide for this entire 15 square mile South Bay area including the subject 80 acres. The South Bay plan was also the policy guide used for zoning the vast Saga development which was required to reduce its proposed densities considerably before their zoning was finally approved by the Commission. Based on the approved South Bay Area Land Use Plan and the maximum population policy of the Commission, the subject 80± acre tract is allocated a maximum of approximately 600 total units or a maximum net residential density between 9-10 units per acre.

This proposed development was approved by the Commission in 1970 and recently purchased by another party approximately two years later. The purchase price was probably based primarily on the number of units that would be permitted. An excavation permit was granted earlier this year for dredging and filling, which is currently underway. The developer has secured certain financial commitments to develop this parcel. However, a recently imposed building moratorium has temporarily stopped this development. The staff is sympathic to the current owner and complimentary of his evidenced willingness to cooperate with the County and revise the site plan for rezoning.

The revised site plan is far superior to the existing plan in every respect. A revised plan has been submitted with a reduction in density from 1,857 units to 1,322 units or approximately 28 percent. This is commendable but; is still more than double the maximum established in the approved South Bay Area Land Use Plan for this tract. If an exception is made in this instance to this recently approved land use plan (1970) then the door is opened for numerous other "exceptions" to be made. A very dangerous precedent and one that nullifies the effectiveness of any overall plan.

Questions raised in regard to water and sewer have been investigated and reveal that this development can be served by existing and planned facilities; further no building permits will be issued on this or any other similar development if it cannot be served adequately at the time of construction.

During the morning peak hour Old Cutler Road in the vicinity of the proposed development, currently serves 639 vehicles northbound and 352 vehicles southbound. One thousand three hundred additional dwelling units would generate approximately 810 peak hour vehicular trips which if added to the existing Old Cutler Road volumes would, theoretically, increase the traffic volume by 82 percent. This is a theoretical increase because Old Cutler Road, assuming no major diversion to other existing or committed facilities, could not carry 1,127 vehicles northbound in the morning peak hour without drastic side street capacity restrictions at signalized and other controlled intersections further to the north. With some realistic intersection and signal timing modifications, Old Cutler Road could accommodate, at "Level of Service D,"(1) approximately 800 northbound vehicles per hour in this section

(1)"Level of Service D approaches unstable flow, with tolerable operating speeds being maintained though considerably affected by changes in operating conditions. Fluctuations in volume and temporary restrictions to flow may cause substantial drops in operating speeds. Drivers have little freedom to maneuver, and comfort and convenience are low, but conditions can be tolerated for short periods of time." HIGHWAY CAPACITY MANUAL: National Research Council, National Academy of Sciences, Highway Research Board; Special Report 87, 1965; p.81.

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of roadway. Using the peak hour generation and distribution of 60 percent northbound and 40 percent southbound the amount of this volume that is in excess of the existing operation translates into that which can be expected to be generated by slightly less than 600 dwelling units. This is one-third the development allowed under existing zoning, and less than half that of the recent proposal. This level of development would allow other potential development in the surrounding area to utilize committed and planned roadway improvements as they come into service.

We cannot comment on sufficiency of internal traffic circulation due to the non-specific roadway elements submitted with the site plan. We recommend that all major internal roadways be a minimum of two lanes with appropriate left turn storage features. Four lane divided roadways with median planting would, of course, provide an improved quality of internal circulation and possibly would add to the visual qualities of the development.

Conclusion and Recommendations

1. The County Commission should agree to continue to follow the guidelines contained in the approved South Bay Area Land Use Plan and the maximum population densities which were established by the Commission in 1970. This would allocate approximately 600 dwelling units as the maximum density for the South Cutler Bay, Inc. property.

2. The Commission should endorse and encourage the site plan approach, which necessitates the land owner's cooperation, as the most desirable way of revising the zoning on this property. In this regard, the new property owner should be commended for voluntarily offering to revise his site plan with lower densities as the basis for rezoning consideration. Further, the owner should be commended for formulating a highly meritorious site plan although the reduced density to 1,322 units is still more than twice the master plan allocation for this property.

3. If the owner is willing to revise his plan not to exceed approximately 600 units then the building moratorium on this site should be modified by the Commission to permit the owner to file a rezoning application with agreement that no building permits will be issued until a final zoning decision on this matter is made by the Commission through the established zoning process.

4. If the owner is unwilling to lower the densities as recommended, then staff will proceed to file an application to rezone the subject property by establishing appropriate zoning district(s) that will limit the density to approximately 600 units and provide for appropriate transition of residential building types. It is anticipated that this can be accomplished and processed through the ZAB and County Commission within the remaining ninety days by giving priority to the processing of this application.

RRG:kj

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Proposed Rezoning of the South Cutler Bay, Inc.
Property (80+ acres) located between
Old Cutler Road and the Bay,
from S.W. 177 Street (theoretical as extended)
to S.W. 183 Street (as extended)

Recommendation of the Dade County Building
and Zoning and Planning Departments

October 18, 1972

Based on the information, conclusions and recommendations contained in the memorandum from the Manager to the Commission, subject: "South Cutler Bay, Inc. Moratorium--Status of Zoning Revision", dated July 20, 1972, the following rezoning plan has been prepared by staff as an alternative approach (admittedly less desirable than the site plan approach which must be based on cooperation of the owner) to rezoning the subject property.

Reference is made to the attached map showing the proposed zoning. A one lot in-depth EU-1 zoning district (1 acre residential) is proposed on the subject property along Old Cutler Road. This is similar to existing development and zoning west of Old Cutler Road and takes full advantage of the higher elevation land which is heavily wooded. Immediately adjacent and to the east a two lot in-depth EU-M district (one-half acre residential) is proposed for approximately half the width of the property, then widens to the lagoon to permit greater flexibility in street layout and design. This zoning district also extends along the north boundary of the property to the Bay as a transition to future proposed low density development on the adjoining property to the north. Again, much of this area is on higher elevation naturally landscaped portion of the site. The RU-3M district (two story apartments, 12.9 units per acre maximum density) is proposed west of and on the south end of the lagoon-marina area which is currently being dredged. East of the lagoon RU-4L (4-story apartments, 23 units per acre maximum density) is proposed. The mangroves located bayward of the mean high water line and the lagoon area is proposed to be zoned GU (interim district).

This proposed rezoning plan provides for a maximum of approximately 350 dwelling units on the 50± acres of net residential land (excluding mangrove, bay and lagoon areas) which is less than the maximum 600 units allocated to this site by the South Bay Area Land Use Plan. Higher densities approaching the 600 figure could be accommodated on this property and still provide good transition and compatibility with the surrounding area if the rezoning was based on a site development plan which only the property owner can legally prepare and offer. Since this is not the approach being used under this alternative, a density less than the maximum is considered necessary to accomplish development based on good planning principals.

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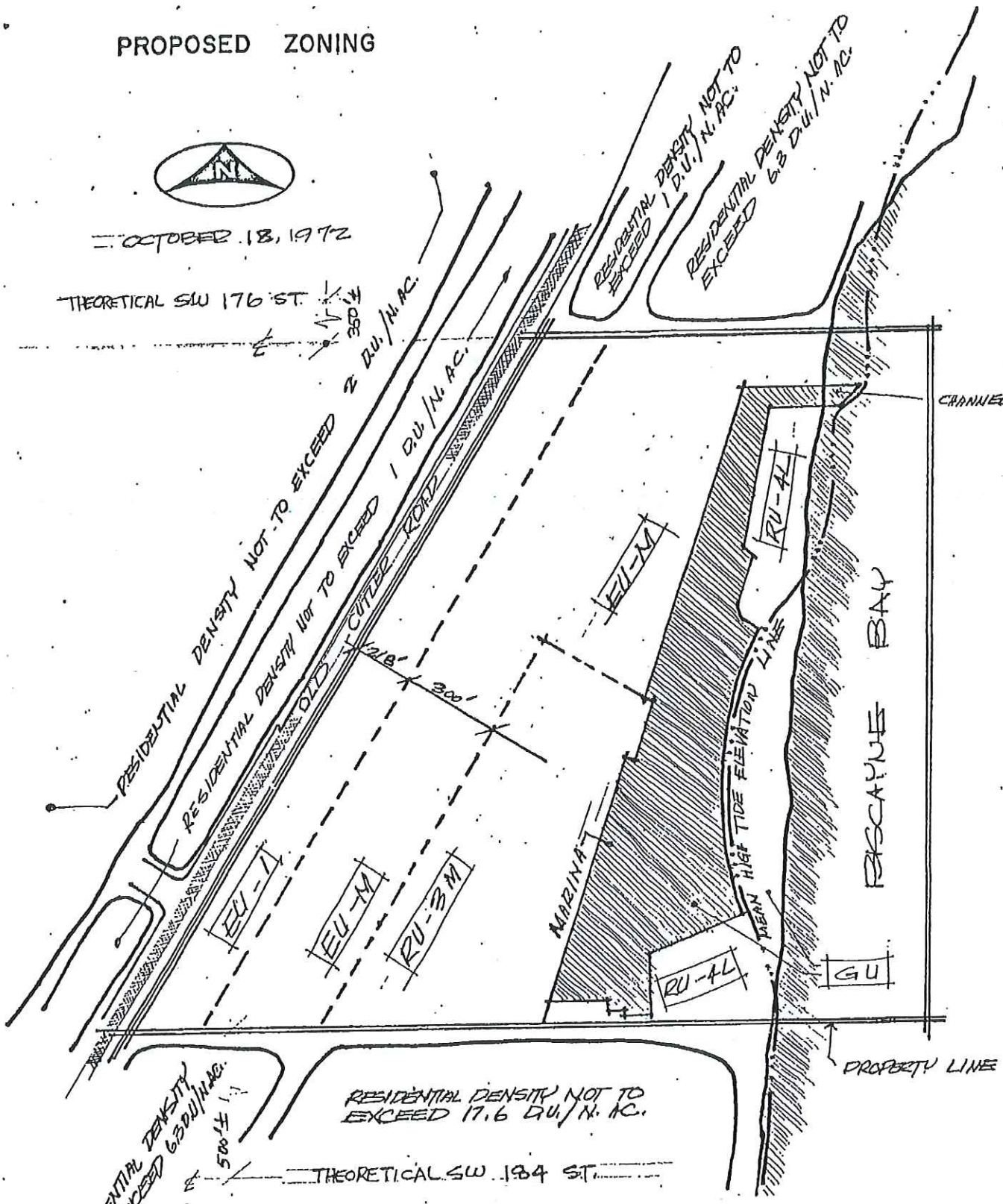
A statistical breakdown of the proposed rezoning follows:

Zoning District	Acres	Maximum Number of Units	
RU-4L North End	2.5	58	104
RU-4L South End	2.0	46	
RU-3M	14.3	184	
EU-M	21.2	53	
EU-1	11.0	11	
GU (marina, area east of mean high tide elevation line)	29.0	0	
Total	80.0±	Total 352	

PROPOSED ZONING



Metropolitan Dade County Planning Department
BUILDING & ZONING DEPARTMENT

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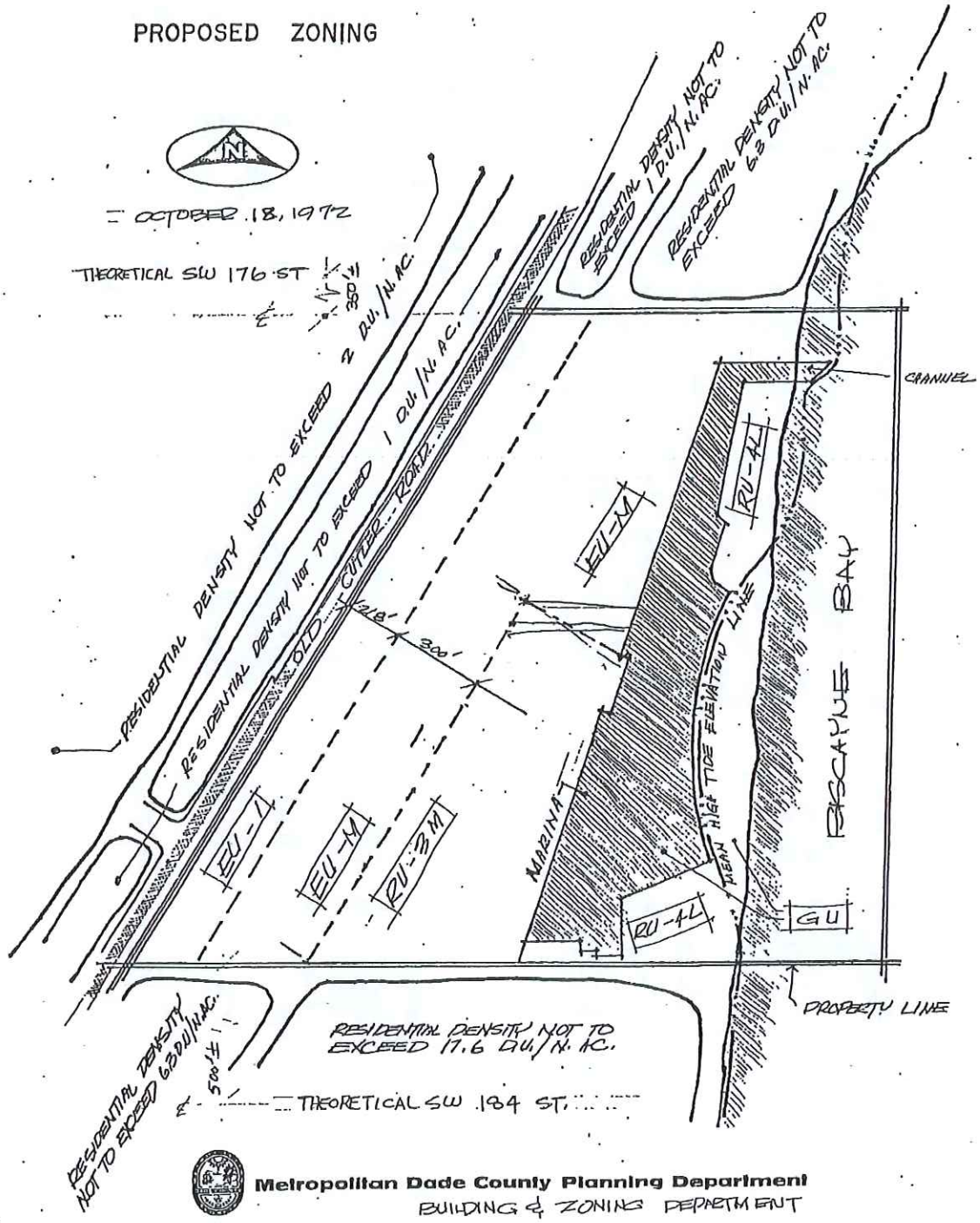
PROPOSED ZONING



Metropolitan Dade County Planning Department
BUILDING & ZONING DEPARTMENT

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a point; thence run N. 54°00'00" E. for a distance of 215', more or less to the point of intersection with the mean high water mark of Biscayne Bay; thence meander NE/ly along the mean high water mark of Biscayne Bay for a distance of 465' 465' more or less, to the point of intersection with the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35; thence run N. 89°14'26" W. along the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35 for a distance of 740', more or less to the Point of Beginning.

PARCEL "C" - All that part of the SW¼ of Sec. 35, Twp. 55 S., Rge. 40 E., which lies within the following described parcel of land; Commence at the SW/c of the SW¼ of said Sec. 35; thence run N. 00°01'53" W. along the West line of the SW¼ of said Sec. 35 for a distance of 248.17' to the point of intersection with the centerline of Old Cutler Rd.; thence run N. 31°43'34" E. along the centerline of Old Cutler Rd. for a distance of 397.50' to the point of intersection with the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35; thence run S. 89°14'26" E. along the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35 for a distance of 1293.04' to a point; thence run N. 17°00'00" E. for a distance of 1690.59' to the point of intersection with a line that is 345.00' South of and parallel to the North line of Lot 3 of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in PB 1 at Pg. 1; thence run S. 89°20'03" E. along the line that is 345.00' South of and parallel to the North line of said Lot 3 for a distance of 345.89' to the Point of Beginning; thence run S. 17°00'00" W. for a distance of 410.00' to a point; thence run S. 35°00'00" E. for a distance of 38.07' to a point thence run S. 17°00'00" W. for a distance of 202.09' to the point of curvature of a circular curve to the left; thence run SE/ly along the arc of said circular curve to the left, having a radius of 110.00', through a central angle of 106°20' 03", for an arc distance of 204.15' to the point of intersection with the mean high water mark of Biscayne Bay; thence meander N/ly along the mean high water mark of Biscayne Bay for a distance of 835', more or less, to the point of intersection with a line that is 345.00' South of and parallel to the North line of said Lot 1; thence run N. 89°20'03" W. along the line that is 345.00' South of and parallel to the North line of said Lot 3 for a distance of 425', more or less; to the point of beginning.

(3) RU-4 to GU

PARCEL "F" - Tracts 3-9 inclusive Dougherty's Sub. PB 1 Pg. 1; Tracts 1-4 incl. S.H. Richmond Sub. PB 1 Pg. 67, less the N. 161' of said Tract 1; N. 196.78' of Tracts 5 and 6 of S.H. Richmond Sub. PB 1 Pg. 67; that portion of the W. 1/2, SW¼, SW¼, Sec. 35, Twp. 55 S., Rge. 40 E., lying SE/ly of Old Cutler Rd., and less the S. 200' thereof; LESS Parcels "A", "B", "C", "D", and "E" as shown above.

LOCATION: From Old Cutler Rd. to Biscayne Bay; Between SW 177 St. and approx. the SW 184 St.
SIZE OF PROPERTY: 80.1 acres

RU-4 - Apartments & Hotels RU-1 - Estates 1 Fam. 1 Acre Gross
RU-M - Mat. Mod. 1 Fam 15000 sq. ft. Mat RU-3M - Minimum Apt. No. 12.9 units/ac.
RU-4L - Limited Apt. No. 23 units/acre GU - Interim - Awaiting specific zone

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Joseph N. Lillard Hrg. 73-1-51 Resolution 4-ZAB-47-73

Mr. Borroto: I move that we approve the recommendations of both departments.

Mr. Salman: I second.

Chairman Berlin: Motion by Mr. Borroto, seconded by Mrs. Damewood, for approval based upon the recommendations of both departments. All opposed? Motion carries 7-0 (Mr. Coll and Mrs. Page being excused).

Directors, Dade County Building & Zoning and Planning Departments Hrg. 73-1-52 Resolution 4-ZAB-48-73

Mr. Borroto: I would like to move that we deny this request, and let me state why. I happen to agree with the property owners around the area that this is definitely a very large spot zone. It is spot zoning, no question about that. There are no services in the area, etc. On the other hand, this property is already under development. I think that here is where the County Commission can exercise their energy and invite the property owner to furnish a plan or do something, but not to the amount of units. What was done was a mistake. I think that was a mistake by the previous Commission of allowing this type of zoning. So I respectfully deny the request of this application.

Mr. Salman: I second.

Chairman Berlin: Motion by Mr. Borroto, seconded by Mr. Salman, for denial--I assume that was without prejudice?

Mr. Borroto: Without prejudice.

Mr. Salman: The reason I think it should be denied, to me it doesn't make any sense. You know, this thing was rezoned April 16, 1970. It was purchased in February of 1972, as was explained by counsel, and there was valid zoning obtained through our official authorities. Later on, a building permit--whether it is for an excavation of a marine or a hole in the ground, or whatever it was--a building permit was actually gotten on April 6th of 1972.

Chairman Berlin: For excavation.

Mr. Salman: An excavation permit for marina construction, right. Later on, they started the thing and they spoke with members of the Planning and Zoning Departments and presented a revised plan that will reduce the density considerably. So, I really believe that it would be very unfair to the property owners to just roll it back without any professional planning on it.

Chairman Berlin: I agree with the motion but not for the reasons stated. I think that any land owner has the right to rely on the integrity of zoning, and here is a perfect instance where somebody started in, purchased a piece of property in reliance upon zoning, expended funds, acted in reliance thereon. Now the county steps in and tries to change it. This is not right; that is not fair. And in my personal opinion, it is something that no court now in this land would uphold. That is just my personal opinion. As far as I'm concerned, I think it is a horrible abortion of zoning and I don't think it should have been there in the first place; but it is there. Now to deprive these people of this right that they purchased and paid for and expended the money just is not right and I am sorry for the residents of the community, because it shouldn't be there. But in evaluating and weighing the rights of others, you must look at all concerned, and I agree with Mr. Borroto. Excuse me, Mrs. Damewood.

Mrs. Damewood: Mr. Berlin, you covered what I wanted to say, but if it would benefit the home owners in the area where this is, as well as the builders, we had a case very much like this come up this morning in connection with another piece of property and the same decision had to be made, where we denied the request of the Directors because of the fact that you must rely on the Zoning Appeals Board and the Metro Commissioners if they give you zoning and you go ahead and spend money for financing and excavation and building. If that is so, you cannot just deny these people this right. We were sort of forced to make such a decision today, I believe.

35-55-40
Item No. 72-719

RESOLUTION NO. 4-ZAB-48-73

The following resolution was offered by Mr. Wilfredo Borroto, seconded by Mr. Carlos Salman, and upon poll of members present, the vote was as follows:

Wilfredo Borroto	aye	Irene Faugno	aye
Frank P. Catania	aye	Aspee Irani	aye
Edward G. Coll, Jr.	abstain	Betty S. Page	absent
Thelman Damewood	aye	Carlos Salman	aye
		Jerome C. Berlin	aye

WHEREAS, Directors, Dade County Building & Zoning and Planning Departments have applied for the following:

A district boundary change from RU-4 (Apartment Houses and Hotels) to EU-1 (Single Family-1 acre estates).

SUBJECT PROPERTY: PARCEL "A" - All that part of the SW¼ of Sec. 35, Twp. 55 S., Rge. 40 E., which lies within the following described parcel of land: Commence at the SW/c of the SW¼ of said Sec. 35; thence run N. 00°01'53" W. along the West line of the SW¼ of said Sec. 35 for a distance of 248.17' to the point of intersection with the centerline of Old Cutler Rd.; thence run N. 31°43'34" E. along the centerline of Old Cutler Rd. for a distance of 397.50' to the point of intersection with the South line of the N. 1/2 of the N.1/2 of the SW¼ of the SW¼ of the SW¼ of said Sec. 35 and the Point of Beginning of the herein described parcel; thence run S. 89°14'26" E. along the South line of the N.1/2 of the N.1/2 of the SW¼ of the SW¼ of the SW¼ of said Sec. 35 for a distance of 312.55' to the point of intersection with a line that is 260.00' SE/ly of and parallel to the centerline of Old Cutler Rd.; thence run N. 31°43'34" E. along the line that is 260.00' SE/ly of and parallel to the centerline of Old Cutler Rd. for a distance of 1264.78' to a point; thence run N. 31°07'32" E. along a line that is 260.00' SE/ly of and parallel to the centerline of Old Cutler Rd., for a distance of 1023.59' to the point of intersection with the North line of Tract 3 of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in PB 1 at Pg. 1 thence run N. 89°20'03" W. along the North line of said Tract 3 for a distance of 310.91' to the point of intersection with the centerline of Old Cutler Rd.; thence run S. 31°07'32" W. along the centerline of Old Cutler Rd. for a distance of 864.57' to a point; thence run S. 31°43'34" W. along the centerline of Old Cutler Rd. for distance of 1424.19' to the Point of Beginning, and

A distric boundary change from RU-4 to EU-M (Estate Use Modified).

PARCEL "B" - All that part of the SW¼ of Sec. 35, Twp. 55 S., Rge. 40 E., which lies within the following described parcel of land; Commence at the SW/c of the SW¼ of said Sec. 35; thence run N. 00°01'53" W. along the West line of the SW¼ of said Sec. 35 for a distance of 248.17' to the point of intersection with the centerline of Old Cutler Rd.; thence run N. 31°43'34" E. along the centerline of Old Cutler Rd. for a distance of 397.50' to the point of intersection with the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35; thence run S. 89°14'26" E. along the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35 for a distance of 312.55' to the point of intersection with a line that is 260.00' SE/ly of and parallel to the centerline of Old Cutler Rd. and the Point of Beginning of the herein described parcel; thence continue S. 89°14'26" E. along the South line of the N.1/2 of the N.1/2 of the S.1/2 of the S.1/2 of the SW¼ of said Sec. 35 for a distance of 349.87' to the point of intersection with a line that is 560.00' SE/ly of and parallel to the centerline of Old Cutler Rd.; thence run N. 31°43' 34" E. along the line that is 560.00' SE/ly of and parallel to the centerline of Old Cutler Rd. for a distance of 1142.10' to a point; thence run S. 58°16'26" E. along a line that is at right angles to the previously described course for a distance of 325.00' to a point; thence run N. 17°00'00" E. for a distance of 923.37' to a point of intersection with a line that is 270.00' South of and parallel to the North line of Lot 3 of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in PB 1 at Pg. 1; thence run S. 89°20'03" E. along the line that is 270.00' South of and parallel to the North line of said Lot 3 for a distance of 425', more or less, to the point of intersection with the mean high water mark of Biscayne Bay; thence meander N/ly along the mean high water mark of Biscayne Bay for a distance of 285', more or less, to the point of intersection with the North line of said Lot 3; thence run N. 89°20'03" W. along the North line of said Lot 3 for a distance of 605.66' more or less to the point of intersection with a line that is 260.00' SE/ly of and parallel to the cen-

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410.00' to a point; thence run S. 35°00'00" E. for a distance of 38.07' to a point thence run S. 17°00'00" W. for a distance of 202.09' to the point of curvature of a circular curve to the left; thence run Se/ly along the arc of said circular curve to the left, having a radius of 110.00', through a central angle of 106°20' 03", for an arc distance of 204.15' to the point of intersection with the mean high water mark of Biscayne Bay; thence meander N/ly along the mean high water mark of Biscayne Bay for a distance of 835', more or less, to the point of intersection with a line that is 345.00' South of and parallel to the North line of said Lot 3; thence run N. 89°20'03" W. along the line that is 345.00' South of and parallel to the North line of said Lot 3 for a distance of 425', more or less, to the point of beginning, and

A district boundary change from RU-4 to GU (Interim).

PARCEL "F" - Tracts 3-9 inclusive Dougherty's Sub. PB 1 Pg. 1; Tracts 1-4 incl. S.H. Richmond Sub. PB 1 Pg. 67, less the N. 161' of said Tract 1; N. 196.73' of Tracts 5 and 6 of S.H. Richmond Sub. PB 1 Pg. 67; that portion of the W. 1/2, SW¼, SW¼, Sec. 35, Twp. 55 S., Rge. 40 E., lying SE/ly of Old Cutler Rd. and less the S. 600' thereof; LESS Parcels "A", "B", "C", "D", and "E" as shown above.

LOCATION: From Old Cutler Rd. to Biscayne Bay; between SW 177 St. and approx. theo SW 183 St, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, the Zoning Appeals Board was of the opinion that the application should be denied.

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested district boundary changes be and the same are hereby recommended for denial without prejudice by the Board of County Commissioners of Dade County, Florida.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 10th day of January, 1973.

Heard 1/10/73
No. 73-1-52
1/15/73
ew

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35-55-40
Item No. 74-172

RESOLUTION NO. 4-ZAB-352-74

The following resolution was offered by Mrs. Nancy Brown, seconded by Mr. Joe H. Moffat, and upon poll of members present, the vote was as follows:

Nancy Brown	aye	Carl W. Rhetta	absent
Thelma Damewood	absent	Miguel Suarez	nay
Aspee Irani	absent	Albert R. Veri	absent
Robert S. Kaufman	nay	Edward G. Coll, Jr.	aye
Joe H. Moffat	aye		

WHEREAS, South Cutler Bay, Inc., has applied for the following:

SPECIAL EXCEPTION to permit a Multiple Family Apartment Development.

SPECIAL EXCEPTION to Zoning Regulations requiring all uses to abut on a public street or road, to waive same to permit the aforesaid development on private drives.

UNUSUAL USE to permit two (2) entrance features located at each entry point of said development as indicated on plans submitted for the hearing; each feature to consist of an 8' x 16' gatehouse on a 14' wide island.

SPECIAL EXCEPTION to Zoning Regulations to permit the aforementioned apartment development with 5 buildings varying in height from 129'6" to 182'6" (100' permitted).

UNUSUAL USE to permit water system facilities, to wit a lift station.

UNUSUAL USE to permit a marina to include eight (8) boat piers, gasoline pumps, boat gear storage, auxilliary boat supply shop and sanitation facilities.

TO MODIFY Condition #2 of Resolution Z-89-70 passed and adopted by the Metropolitan Dade County Board of County Commissioners on the 16th day of April, 1970, and reading as follows:

FROM: That in the approval of the plan the same be substantially in accordance with that submitted for the hearing as prepared by William Hamilton Arthur, Architect, entitled "Adjusted Land Use Plan - South Cutler Bay Association," and dated January 10, 1970, revised on February 25, 1970.

TO: That in the approval of the plan the same be substantially in accordance with that submitted for the hearing entitled "South Cutler Bay," as prepared by Morris Lapidus and Associates, Architects, and dated November 21, 1973.

Purpose of the request is to permit the applicant to submit revised plans showing new enlargement of the existing lake.

Plans of the proposed multiple family development may be examined and are on file in the Zoning Department entitled "South Cutler Bay," as prepared by Morris Lapidus and Associates, Architects, and dated November 21, 1973.

SUBJECT PROPERTY: All that part of Tracts 3, 4, 5, 6, 7, 8, and 9, lying East of the E/ly R/W line of Ingraham Highway of DOUGHERTY'S SUBDIVISION, P.B. 1, P. 1, AND

Tract 1, (LESS the N 161' thereof, and LESS R/W of Ingraham Highway), that part of Tract 2, lying East of the N/ly R/W line of Ingraham Highway and all of Tracts 3 and 4, of S. H. RICHMOND'S SURVEY of the SW ¼ of Section 35, Township 55 South, Range 40 East, P.B. 1, P. 67, AND

The N ½ of the N ½ of the S ½ of the SE ¼ of the SW ¼ and the N ½ of the N ½ of the SE ¼ of the SW ¼ of the SW ¼, all in Section 35, Township 55 South, Range 40 East, also known as the N ½ of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW ¼ of said Section 35, P.B. 1, P. 67, AND

That part of the NW ¼ of the SW ¼ of the SW ¼ and that part of the N ½ of the N ½ of the SW ¼ of the SW ¼ of the SW ¼, lying East of the E/ly R/W line of Ingraham Highway, all in Section 35, Township 55 South, Range 40 East, AND

All that part of the County Road, as shown on S.H. RICHMOND'S SURVEY of the SW ¼ of Section 35, Township 55 South, Range 40 East, P.B. 1, P. 67, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway; AND FURTHER

LESS 15' R/W dedication along Old Cutler Road.

LESS 100' R/W dedication for South Bay Drive.

LOCATION: East side of Old Cutler Road between theo. SW 177th Street and theo SW 184th Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested special exceptions, unusual uses and modification would not be compatible with the area and its development and would not conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board that the requested special exception to permit a multiple family apartment development be and the same is hereby denied without prejudice.

BE IT FURTHER RESOLVED that the requested special exceptions to Zoning Regulations be and the same are hereby denied without prejudice.

BE IT FURTHER RESOLVED that the requested unusual uses be and the same arehereby denied without prejudice.

BE IT FURTHER RESOLVED that the requested modification of Condition #2 of Resolution Z-89-70 be and the same is hereby denied without prejudice.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 6th day of June, 1974.

Board 6/6/74
No. 74-6-31
6/7/74
ng

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-106-74, adopted by the said Board of County Commissioners at its meeting held on July 23, 19 74.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of August, A. D. 19 74.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By B. H. Yabuke
Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida

102.01-3 REV. 11/72

Mrs. Brown: Are you ready for a motion?

Chairman Coll: Any more discussion? All right, Mrs. Brown.

Mrs. Brown: I move for denial of this application. Would you like to have this point by point in its entirety?

Chairman Coll: Mr. Gold, would you counsel use on Mrs. Brown's request at to whether or not we need to take this point by point or either approve or deny?

Mr. Gold: She has the right to move for denial on the entire application.

Chairman Coll: Thank you.

Mrs. Brown: I move for it, then, in its entirety, move denial in its entirety without prejudice for the following reasons: If you are to review our reasons for being here at the Zoning Appeals Board, we are not an advocate to any of the applicants or to any of the objectors but are supposed to be looking at the overall benefit of Dade County; and we are to place ourselves in the position of overseeing the overall benefit to Dade County. Whereas the court order did make certain instructions, I find that in looking at this recommendation from the Zoning Director, that he felt that he could not approve it even barring the court order, that he could not approve this site planbecause it is contrary to good zoning. Whereas the Planning Department may be able to make all kinds of apologies for the lack of good zoning, I cannot do it. The Zoning Department could not do it and on the basis of the overall benefit to Dade County, this particular site plan is not acceptable to me. The special exceptions, the additional things created into it are not acceptable simply because they are not in the best interest and the best benefit and the best use of the people. Now, the area in question, the people who live in that area will suffer irreversible loss of their privacy, the right to their land, and the value of their land to simply give maximum economic benefit to this one property owner, and that is exactly what we are warned not to do in our own zoning handbook, in our own directions for the way we are to operate. For this reason, I move denial in its entirety. It does not contradict the court order, but it simply says that as presented here this is unacceptable to me. It is unacceptable to the Zoning Director himself.

Chairman Coll: Second?

Mr. Moffat: Second. I would like to add one point:

Chairman Coll: Motion by Mrs. Brown, seconded by Mr. Moffat that the application be denied in its entirety. Discussion on the motion?

Mr. Moffat: I would like to add one point: It will also create a safety hazard during hurricane periods.

Chairman Coll: Thank you. Mr. Kaufman, you had a comment?

Mr. Kaufman: I would like to say that this motion is completely out of order; that this motion prohibits water system facilities in this project -- absolutely ridiculous. This motion, it is passes, it prohibits two entrance features on this project which are allowed in every project.

Mrs. Brown: If the project itself is approved, but I am denying the request for special exceptions to permit this

South Cutler Bay, Inc. Cont.

multi-family development; in effect, I am saying deny the site plan, and without the site plan, then it is not important whether or not he has a lift station or an entrance feature. That is why I denied it in its entirety.

Mr. Kaufman: I feel that we could have gone down the line in those ones which are really not debateable. The court order says that we must give him a marina. It his motion is approved, we are prohibiting them fron erecting a marina of any kind -- absolutely ridiculous. For the points that go more to the merits of some of the other items here, here the people come in and they could split this thing up and zone it for 50 units, and they could come in with 17. They could have 40 percent lot coverage and they have got 80 percent open space. They could come in with a floor area ratio of two and are willing to come in with 1.5. I don't see really what more they can do.

Mrs. Brown: We have the obligation to accept a site plan, but not necessarily this site plan. This is not an acceptable site plan.

Chairman Coll: Mr. Kaufman, I think what she is saying does have merit. I think what Mrs. Brown is saying has merit. The County Attorney also has already ruled that that is here prerogative as a member of this Board, and I think the type of motion that she has made and has been seconded, I think we ought to just call the roll, if you feel that it is in order. Call the roll, please.

Whereupon the motion was put to a vote. Motion to deny the application without prejudice carried three to two. Those voting for the motion: Mrs. Brown, Mr. Moffat and Chairman Coll. Those voting against the motion: Mr. Kaufman and Mr. Suarez. Mrs. Damewood and Mr. Rhetta were excused, and Mr. Irani and Mr. Veri were absent.

Chairman Coll: Yes, only because I am opposed to the height that was recommended. I am sympathetic with the developer since the departments have suggested this to him, but I think the height of these buildings of 182 feet in this area is totally out of character with the neighborhood as well as the eight boat piers, gasoline pumps, and the rest of the commercial activities that belong to the marina. Motion to deny the application without prejudice carries three to two.

-(Applause)-

John Crouse

Hearing No. 74-6-52 4-ZAB-353-74

Chairman Coll: ---- The Chair is ready for a motion.

Mr. Moffat: So move.

Mrs. Brown: Second.

Chairman Coll: Motion by Mr. Moffat, seconded by Mrs. Brown that the application be approved in its entirety, motion based on the recommendations of both departments and the restrictions therein, that the period for approval is five years.

All opposed? Motion carries five to zero, with Mrs. Damewood and Mr. Rhetta being excused and Mrs. Irani and Mr. Veri being absent.

C

35-55-40/74-172

RESOLUTION NO. Z-196-74

The following resolution was offered by Commissioner

Harry P. Cain, seconded by Commissioner

Edward T. Stephenson, and upon poll of members present, the vote was as follows:

Harry P. Cain	aye	Beverly B. Phillips	aye
Mike Calhoun	nay	Harvey Ruvin	nay
Edward C. Fogg III	aye	Edward T. Stephenson	aye
Mrs. Stanley (Joyce) Goldberg	absent	John B. Orr, Jr.	absent
Edward T. Graham	aye		

WHEREAS, South Cutler Bay, Inc., had applied for the following:

SPECIAL EXCEPTION to permit a multiple family apartment development;

SPECIAL EXCEPTION to Zoning Regulations requiring all uses to abut on a public street or road, to waive same to permit the aforesaid development on private drives;

UNUSUAL USE to permit two (2) entrance features located at each entry point of said development, as indicated on plans submitted for the hearing; each feature to consist of an 9' x 16' gatehouse on a 14' wide island;

SPECIAL EXCEPTION to Zoning Regulations to permit the aforementioned apartment development with 5 buildings varying in height from 128'6" to 152'6" (100' permitted);

UNUSUAL USE to permit water system facilities, to-wit: a lift station;

UNUSUAL USE to permit a marina to include eight (8) boat piers, gasoline pumps, boat year storage, auxiliary boat supply shop and sanitation facilities;

TO MODIFY Condition No. 2 of Resolution Z-69-70, passed and adopted by the Metropolitan Dade County Board of County Commissioners on the 14th day of April, 1970;

Purpose of the request is to permit the applicant to submit revised plans showing new enlargement of the existing lake;

Plans of the proposed multiple family apartment development may be examined and are on file in the Zoning Department entitled, "South Cutler Bay" as prepared by Morris Lapidus & Associates, Architects, and dated November 21, 1973;

SUBJECT PROPERTY: All that part of Tracts 3, 4, 5, 6, 7, 8 and 9, lying East of the E/ly right-of-way line of Ingraham Highway of Dougherty's Subdivision (PB 1, Page 1);

Tract 1 (less the North 161' thereof and less right-of-way of Ingraham Highway) that part of Tract 2 lying East of the E/ly right-of-way line of Ingraham Highway and all of Tracts 3 and 4 of S. H. Richmond's Survey of the SW¼ of Section 35, Twp. 55 South, Range 40 East (PB 1, Page 67);

The North 1/2 of the North 1/2 of the South 1/2 of the SW¼ of the SW¼ and the North 1/2 of the North 1/2 of the SW¼ of the SW¼ of the SW¼ all in 35-55-40, also known as the North 1/2 of Tracts 5 and 6 of S. H. Richmond's Survey of the SW¼ of said Section 35 (PB 1, Page 67);

That part of the NW¼ of the SW¼ of the SW¼ and that part of the North 1/2 of the North 1/2 of the SW¼ of the SW¼ of the SW¼ lying East of the E/ly right-of-way line of Ingraham Highway, all in 35-55-40;

All that part of the County Road, as shown on S. H. Richmond's Survey of the SW¼ of 35-55-40 (PB 1, Page 67) included in the above-described parcels except the portions thereof now a part of Ingraham Highway - and further

Less 15' right-of-way dedication along Old Cutler Road;

Less 100' right-of-way dedication for South Bay Drive;

LOCATION: East side of Old Cutler Road, between theo. SW 177th Street and theo. SW 181st Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held as required by law, and all interested parties concerned in the matter were heard, and the Zoning Appeals Board was of the opinion that the requested special exceptions, unusual uses and modification would not be compatible with the area and its development and would not conform with the requirements and intent of the Zoning Procedure Ordinance and denied the requests without prejudice, and

WHEREAS, South Cutler Bay, Inc., the applicant, had appealed the decision of the Zoning Appeals Board to this Board, and after a 15-day notice of the time and place of the meeting of this Board was published as required by the Zoning Procedure Ordinance, a hearing was held by this Board, and after reviewing the record and decision of the Zoning Appeals Board and after having given an opportunity for interested parties to be heard, and upon considering the record and decision of the Zoning Appeals Board and all matters presented at the meeting, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the grounds and reasons specified for the reversal of the ruling made by the Zoning Appeals Board were sufficient to merit a reversal of the decision;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the decision of the Zoning Appeals Board be and the same is hereby overruled and the requested Special Exception to permit a multiple family apartment development; Special Exception to Zoning Regulations requiring all uses to abut on a public street or road and the Special Exception pertaining to height of buildings and the requested Modification be and the same are hereby approved, subject to the following conditions:

1. That the dedication of rights-of-way shall be made in accordance with Section 33-133 of the Code of Metropolitan Dade County, unless the Director of Public Works deems such are not

necessary or requires a lesser amount. Improvements shall be made of such rights-of-way in order to comply with and in accordance with the requirements of the Manual of Public Works Construction, as may be deemed lacking, desirable and necessary by the Director of Public Works.

2. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, type, height and location of structures, density of occupancy for proposed apartments, offstreet parking areas, type and location of signs, landscaping, drainage, ingress and egress drives, etc.

3. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing as prepared by Morris Lapidus & Associates, Architects, entitled, "South Cutler Bay", and dated July 23, 1974.

4. That the height of four (4) of the said buildings will exceed the 100' height limitation and vary from 129'6" to 182'6".

5. That the development shall be established and maintained in accordance with the approved plan.

6. That an instrument suitable for recording and meeting with the approval of the Director of Building and Zoning Department be submitted to the effect that the property would be developed substantially in accordance with the plans submitted for the hearing, unless at some future date either the zoning or plan of development were modified by public hearing; that said agreement shall be binding on the property owners and all other parties of interest and their successors in title.

7. That a recordable agreement be submitted to and meet with the approval of the Zoning Director providing for permanent and safe access for pedestrian and vehicular traffic within the development and, particularly, for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The agreement, which shall be a covenant running with the land, shall, also, include a stipulation that the streets or accessways shall be installed and maintained by the applicant including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting with the approval of the Public Works and Building and Zoning Departments. Such agreement shall be executed by all parties having an interest in the land and its improvements.

BE IT FURTHER RESOLVED that the requested unusual use to permit two entrance features be and the same is hereby approved, subject to the following conditions:

1. That a detailed plot use plan be submitted to and meet with the approval of the Zoning Director; said plan shall include, but be not limited thereto, location of structure or structures, offstreet parking areas and driveways, walls, hedges and fences, landscaping, signs, etc.

2. That the use be established and maintained in accordance with the approved plan.

3. That the applicant work out with the Director of Building and Zoning a satisfactory plan for the future maintenance of the structures and landscaping in connection with the use.

BE IT FURTHER RESOLVED that the requested unusual use to permit a lift station be and the same is hereby approved, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Dade County Building and Zoning Department; said plan to include among other things but be not limited thereto, type and location of proposed structure, landscaping, driveways, fencing, etc.

2. That the installation be subject to the approval of the Dade County Pollution Control Department.

3. That the use be established and maintained in accordance with the approved plan and applicable conditions, and in such a manner that the same will not become objectionable to the surrounding neighborhood because of noise, vibration or odors.

BE IT FURTHER RESOLVED that the requested Unusual Use to permit a Marina, including gasoline pumps, boat gear storage, auxiliary boat supply shop and sanitation facilities, be and the same is hereby approved, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of gas pumps, boat docks and fishing pier, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.

2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled, "Revised Marina Excavation and Bulkhead Plan - Location Only - South Cutler Bay", prepared by M. J. Ross Associates, Inc., dated Revised January 21, 1974.

3. That the use be established and maintained in accordance with the approved plan.

4. That the maximum number of pumps be limited to two (2).

5. That the use of the marina shall be restricted for the use and accommodation of the apartment owners in the project with incidental, temporary berthing by guests of said owners being permitted.

6. Emergency service and use of marina shall not be prohibited.

7. Commercial use and berthing by outsiders shall be prohibited.

8. That the use permit be automatically renewable annually by the Dade County Building and Zoning Department upon compliance with all terms and conditions, and be subject to cancellation upon violation of any of the conditions, and when in the opinion of the Metropolitan Dade County Zoning Appeals Board, after public hearing, it is determined that the use is detrimental and/or incompatible to the surrounding neighborhood.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department, and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 23rd day of July, 1974.

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

Heard 6-6-74
No. 74-6-51
VP

RICHARD P. BRINKER, CLERK
By EDWARD D. PHELAN

33-55-40/80-433

RESOLUTION NO. Z-191-81

The following resolution was offered by Commissioner William G. Oliver, seconded by Commissioner Babara M. Carey, and upon poll of members present the vote was as follows:

Barbara M. Carey	aye	Harvey Ruvin	absent
Clara Oesterle	absent	Barry D. Schreiber	aye
William G. Oliver	aye	Ruth Shack	aye
Beverly B. Phillips	nay	Stephen P. Clark	aye
James F. Redford, Jr.	aye		

WHEREAS, CLINTON F. WONG, TRUSTEE, ET AL, had applied for the following:

(1) A district boundary change from EU-2 (Single Family Estates - 5 acres) and RU-4 (Apartments) to EU-M (Estate Use Modified);

(2) NON-USE VARIANCE OF LOT FRONTAGE REQUIREMENTS to permit 2 proposed lots (#9 and #12) each with a frontage of 75' (120' required) as proposed single family building sites

ON

All that part of Lots 7 & 11 of th SWi/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of th County Road as shown on plat of the SW 1/4 of Section 35, Township 55 South, Range 40 East,surveyed and drawn by S. H. Richmond and filed in Plat Book 1, page 67, lying SE/ly of Ingraham Highway (Old Cutler Road); AND all that part of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road, as shown on plat filed in Plat Book 1, page 67 and lying SE/ly of Ingraham Highway (Old Cutler Road); All that portion of land lying and being situate and immediately adjacent to Parcels I & II, and Old Cutler Road (hereinafter referred to as "Strip of Land"), currently being acquired from the county. AND all of Lot 8 lying S/ly and E/ly of the County Road, and that portion of Lot 11 lying west of a line running perpendicular to the south boundary of Lot 11 and running parallel to the east boundary line of Lot 11, 625' west of the east boundary line of Lot 11 of the south 1/4 of Section 35, Township 55 South, Range 40 East, Plat Book 1, page 67; and all of the south 1/2 of the north 1/2 of the SW 1/4, of the SW 1/4, of the SW 1/4, lying E/ly and S/ly of the County Road, Section 35, Township 55 South, Range 40 East and also all that part of the SE 1/4, of the SE 1/4 of the SE 1/4 of Section 34, Township 55 South, Range 40 East, lying S/ly and E/ly of the County Road; also a strip of land 25' in width lying west of said Lot 11 abovementioned and south of the S/ly line of the County Road.

(3) A district boundary change from EU-2 to RU-4L (Limited Apartment House);

(4) SPECIAL EXCEPTION AND NON-USE VARIANCE OF ZONING REGULATIONS as applied to height of structures and number of stories in the RU-4L zone to permit 60' in height (50' required) and 6 stories (4 stories permitted) in proposed apartment buildings.

ON

All of Lot 9 and that portion of Lot 10 lying W/ly of a line located 650' to the west and running parallel to the eastern boundary of Lot 10 together with that portion of Lot 11 lying E/ly of a line 625' to the west and parallel to the eastern boundary of Lot 11, Section 35, Township 55 South, Range 40 East, S. H. RICHMOND SURVEY, Plat Book 1, page 67.

(5) A district boundary change from EU-2 to GU (Interim)

ON

That portion of Lot 10 lying easterly of a line located 650' to the west and running parallel to the eastern boundary of Lot 10, Section 35, Township 55 South, Range 40 East, S. H. RICHMOND SURVEY, Plat Book 1, page 67.

A conceptual site plan of the proposed rezoning, EU-M subdivision, and apartment site is on file and may be examined in the Zoning Department entitled "Illustrative Site Plan, a Planned Community for Clinton Wong" prepared by Haynes

Spencer Richards, Architects and Planners, and dated June 23, 1981.

LOCATION: The north side of S.W. 184 Street, between Old Cutler Road and Biscayne Bay, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time the applicant by his attorney, Robert Y. Chulock, proffered a Declaration of Restrictive Covenants concerning the development of the subject property, and upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and should be approved, and that the requested non-use variances and special exception would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved and that the proffered covenant should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested district boundary changes to EU-M, RU-4L amd GU be and the same are hereby approved and said property is hereby zoned accordingly;

BE IT FURTHER RESOLVED that the requested non-use variance of lot frontage requirements and the requested special exception and non-use variance of zoning regulations be and the same are hereby approved;

BE IT FURTHER RESOLVED that, pursuant to Section 33-6 of the Code of Metropolitan Dade County, Florida, the County hereby accepts the proffered Declaration of Restrictive Covenants and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 23rd day of July, 1981.

July, 1981
No. 81-7-CC-33
vp
7/27/81

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
Richard P. Brinker, Clerk

By_____
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 31st day of July, 1981.

August 3, 1981

Clinton F. Wong, Trustee, et al
2600 Douglas Road #904
Coral Gables, Florida - 33134

Re: Hearing No. 81-7-CC-33, The North side of SW 184th Street, between Old Cutler Road and Biscayne Bay

Dear Sir:

Enclosed, herewith, is a copy of Resolution No. Z-191-81, adopted by the Board of County Commissioners, which approved your requested district boundary changes to EU-M, RU-4L and GU and your requested special exception and non-use variance on the above-described property and accepted your proffered Declaration of Restrictive Covenants.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days of the date of the submittal of the resolution to the Clerk of the County Commission. You are, further, advised that in the event that an appropriate appeal is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/vp

Enclosure

6

~~33~~-55-40/84-672
34/35

RESOLUTION NO. Z-30-85

The following resolution was offered by Commissioner Clara Oesterle, seconded by Commissioner Barbara M. Carey, and upon poll of members present the vote was as follows:

Barbara M. Carey	aye	Barry D. Schreiber	absent
Clara Oesterle	aye	Sherman S. Winn	absent
Beverly B. Phillips	aye	Jorge (George) Valdes	absent
James F. Redford, Jr.	absent	Stephen P. Clark	aye
Harvey Ruvin	aye		

WHEREAS, SCB PROPERTIES, INC., had applied for the following:

(1) A district boundary change from RU-4 (Apartments) to OPD (Government Property) (Parcel A).

(2) A district boundary change from EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acres Gross), and RU-4 (Apartments) to GU (Agricultural (Parcel C).

(3) A district boundary change from RU-4L (Limited Apartment House), EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acress Gross), and GU (Agriculture) to GU (Agriculture) (Parcel D).

(4) USE VARIANCE to permit a 10 unit apartment building in the GU district.

(5) UNUSUAL USE to permit private recreational facilities, to wit: tennis courts, basketball courts, swimming pool, and playing fields in the GU district.

(6) SPECIAL EXCEPTION to permit night lighting on the proposed recreational facilities.

(7) UNUSUAL USE to permit the filling and enlargement of portions of the existing lake.

(8) MODIFICATION of Condition #2 pertaining to the approval of the marina of Resolution Z-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Revised Marina Excavation and Bulkhead Plan - Location Only - South Cutler Bay', prepared by H. J. Ross Associates, Inc., dated revised January 21, 1974."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh, and Jernigan, Inc., dated 12-31-84, consisting of four pages, and plan entitled 'Burger King World Headquarters: Control Drawing - Site Plan', as prepared by Hellmuth, Obata, and Kassabaum, Planners and Architects, consisting of one sheet, dated last revised January 7, 1985."

The purpose of the request is to permit the applicant to revise the approved slopes as follows:

Section A-A: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from existing ground elevation into a minimum depth of 3' of water, thence a 5 foot wide horizontal shelf, thence a deep cut vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section B-B: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at elevation +4.0 to the bottom of the existing lake at -20.0 elevation.

Section C-C: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from top of berm at elevation +5.0 into a minimum depth of 3' of water, thence a 5' wide horizontal shelf, thence a 1 foot horizontal to 1 foot vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section D-D: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at +4.0 elevation to the bottom of the existing lake at -20.0 elevation.

(9) NON-USE VARIANCE OF LOT FRONTAGE REGULATIONS to permit a parcel (Parcel A) with a frontage of 0' on a public street (100' required).

(10) NON-USE VARIANCE OF ZONING AND SUBDIVISION REGULATIONS to permit access to a public street by means of private drives (Parcel A).

(11) NON-USE VARIANCE OF SETBACK REQUIREMENTS to permit a proposed bus/bicycle shelter setback 0' (50' required) from the west (Old Cutler Road) property line.

(12) NON-USE VARIANCE OF PARKING REGULATIONS to permit back-out space of 14' and 22' (24' required).

(13) NON-USE VARIANCE OF LANDSCAPED OPEN SPACE REQUIREMENTS to permit 75% of the total required landscaping to be of category 1 type landscaping (80% required).

Plans are on file and may be examined in the Zoning Department entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, Inc., Architects consisting of 21 sheets, dated revised January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13 through 17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheets 6, 7a revised, and 7b revised.

Plans of the proposed lake enlargement and slope modifications are entitled "Lake Modifications", as prepared by Post, Buckley, Schuh, & Jernigan, Inc. Consulting Engineers and Planners, consisting of 5 sheets dated 12-31-84.

SUBJECT PROPERTY: Portions of Section 34 and Section 35, Township 55 South, Range 40 East. See composite Exhibit A for complete description.

LOCATION: The east side of Old Cutler Road, between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida.

SIZE OF PROPERTY: 114± Acres

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time Mr. Rawlinson, Coordinator for the Developmental Impact Committee (D.I.C.), had announced that the applicant had submitted a revised plan which had minor modifications and which was within the scope of the advertisement for the hearing and this Board permitted the amendment of the application accordingly; and at which time the applicant proffered a Declaration of Restrictve Covenants, which among other things agreed that the property would be developed in substantial compliance with plans submitted for the hearing; that property, along the water front, would be dedicated to the National Park Service; that changes in the plans, both as to residential and office

buildings, would require waivers from adjacent property owners, and a Public Hearing; that any increase requested in square footage of the buildings within the OPD district, would require an appropriate DRI application; that owners would contribute sums of money, goods or services to Dade County Parks Department to be used for Old Cutler Hammock Park, and upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and that the use variance, unusual uses, special exception, modification of Condition #2 pertaining to Resolution Z-196-74, and non-use variances, would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved and that the proffered Declaration of Restrictions should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application in total, including the amended site plan, be and the same is hereby approved;

BE IT FURTHER RESOLVED that the Modification #2 of Resolution Z-196-74 pertaining to the Marina is approved as follows:

> That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled, "Lake Modifications" as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled, "Burger King World Headquarters: Site Plan", as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985".

BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a

complete set of which is on file with the Dade County Building and Zoning Department.

BE IT FURTHER RESOLVED that this Board accepts and elects to enforce all assurances and representations made by and on behalf of the applicant at the Public Hearing.

BE IT FURTHER RESOLVED that the approval of the Subdivision Variances are predicated upon the following:

1. That there are special circumstances affecting the subject property and strict application of the subdivision regulations would deprive the applicant of a reasonable use of their land. These special circumstances pertain to the fact that the subject property has severe environmental and other site constraints which impact the design of an internal circulation system and make the proposed use infeasible if subdivision regulations are strictly adhered to.

2. The variance is necessry for the preservation and enjoyment of a substantial property right of the applicant, in that, the approval of this variance would enable Burger King Corporation to construct a proper internal roadway system which adequately serves the proposed development while preserving valuable environmental resources on the site.

3. The granting of the variance will not be detrimental to the puiblic welfare or injurious to other property in the area in which the subject property is located because the applciant has agreed to make the necessary modifications to the area road system which will maintain adquate transportation safety and service.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms of this resolution.

PASSED AND ADOPTED this 7th day of February, 1985.

February, 1985
No. 85-2-CC-1
mr
2/11/85

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
Richard P. Brinker, Clerk

By _____
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 11th day of February 1985.

February 27, 1985

SCB Properties, Inc.
c/o Stan Price
2401 Douglas Road
Miami, Florida - 33134

Re: Resolution Z-30-85
The East side of Old Cutler Road, between
theo. SW 177 Street and theo. SW 184 Street

Gentlemen:

Enclosed, herewith, is a corrected "Page Two" of the above resolution.

The correction was necessary because the legal description was incomplete and, therefore, we have added the words, "See composite Exhibit "A" for complete description".

Along with this corrected "Page Two", we are enclosing seven pages of legal description to be attached to the back of the resolution.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/vp

cc: CCC
File (Misc.)
Hearing File
Complete resolution distribution

February 14, 1985

SCB Properties, Inc.
c/o Stan Price
2401 Douglas Rd.
Miami, FL 33134

Re: Hearing No. 85-2-CC-1; The east side of Old Cutler Road, between theoretical S.W. 177 Street and theoretical S.W. 184 Street

Gentlemen:

Enclosed, herewith, is a copy of Resolution No. Z-30-85, adopted by the Board of County Commissioners, which approved your requested application on the above-described property and accepted your proffered Declaration of Restrictive Covenants.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days of the date of the submittal of the resolution to the Clerk of the County Commission. You are, further, advised that in the event that an appropriate appeal is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/mr

Enclosure

RESOLUTION NO. 4-ZAB-270-85

The following resolution was offered by Mr. Murray Sisselman seconded by Mrs. Joyce Masso and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	aye
Jose A. Losa	aye	R. Jollivette Frazier	absent
Joyce Masso	aye		

WHEREAS, BURGER KING CORPORATION has applied for the following:

(1) DELETION of an Agreement only as it affects the hereinafter described subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, passed and adopted by the Board of County Commissioners on the 16th day of April, 1970.

(2) DELETION of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74, passed and adopted by the Board of County Commissioners on the 23rd day of July, 1974.

(3) DELETION of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981.

The purpose of the above requests is to remove these agreements from the official records of Dade County, and to release the subject property from the conditions therein, leaving the property under the current restrictions of the Declaration of Restrictive Covenants filed pursuant to Resolution Z-30-85 in Official Record Book 12428 at Pages 990 through 1010.

SUBJECT PROPERTY: PARCEL 1: All of Blocks 8 and 11, lying S/ly and E/ly of the County Road, and all of Blocks 9 and 10 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all of the south 1/2, of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 lying E/ly and S/ly of the County Road in Section 35, Township 55 South, Range 40 East, and also all that part of the SE 1/4, of the SE 1/4, of the SE 1/4 of Section 34, Township 55 South, Range 40 East, lying S/ly and E/ly of the County Road; also a strip of land 25' in width lying west of the said aforementioned Block 11 and south of the S/ly line of the County Road.

PARCEL 2: All that part of Lots 7 and 11 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat of the SW 1/4 of Section 35, Township 55 South, Range 40 East, surveyed and drawn by S. H. RICHMOND and filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 3: All that part of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 4: That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File Number R-22573, lying SE/ly of a line 50' SE/ly of and parallel with the following described centerline for Old Cutler Road; commence at the Southeast corner of Section 34, Township 55 South, Range 40 East; thence run N89°29'5"W along the south line of the SE 1/4 of said Section 34 for a distance of 151.64' to the Point of beginning of the herein described centerline for Old Cutler Road; thence run N31°3'37"E across the SE 1/4 of said Section 34 and across the SW 1/4 of Section 35, Township 55 South, Range 40 East, for a distance of 914.42'±, to a point on the north line of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 of said Section 35 and to the end of the herein described centerline for Old Cutler Road.

PARCEL 5: All of County Road shown on S.H. Richmond's Survey of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, lying between those lands shown as Parcels 1 through 4 herein.

AND: All riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line, and in the interest (if any) in the foregoing described property up to the centerline of an road(s) or street(s) abutting any of the foregoing described property.

AND:

All that part of Tracts 3, 4, 5, 6, 7, 8, and 9, lying east of the E/ly right-of-way line of Ingraham Highway of DOUGHTERY'S SUBDIVISION, Plat book 1, Page 1 of the Public Records of Dade County, Florida;

AND:

All that part of Tracts 1 and 2 lying east of the E/ly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4 of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

The north 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 and the north 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the north 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, Plat book 1, Page 67;

AND:

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying east of the E/ly right-of-way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND:

All of that part of the north 1/2 of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 in Section 35, Township 55 South, Range 40 East, lying east of the center line of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

All that part of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway;

AND:

The south 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (the south 1/2 of Lot 5) and the south 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 (south 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line, as shown on the survey prepared by Jack Mueller & Associates, Inc., dated April 18, 1984, revised August 3, 1984, November 15, 1984 and December 21, 1984, and including the interest (if any) in the property up to the center line of any road(s) or street(s) abutting any of the foregoing described property.

LOCATION: The east side of Old Cutler Road between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested deletions would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Deletion of an Agreement only as it affects the subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, Deletion of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74 and Deletion of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981 be and the same are hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 24th day of JULY, 1985.

Heard 7/24/85
Hearing No. 85-7-32
7/25/85 aa

July 30, 1985

Burger King Corporation
c/o Stanley B. Price
2401 Douglas Road
Miami, Fl. 33145

Re: Hearing No. 85-7-32; Section 34/35-55-40
Location:

Gentlemen:

Enclosed herewith is a copy of Resolution No. 4-ZAB-270-85, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application.

You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no permits can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is Friday, August 9, 1985.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:aa

Enclosure

RESOLUTION NO. 4-ZAB-143-86

The following resolution was offered by Mr. Jose A. Losa seconded by Mr. Levi A. Johnson and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	absent
Jose A. Losa	aye	R. Jollivette Frazier	aye
Joyce Masso	absent		

WHEREAS, BURGER KING CORPORATION has applied for the following:

(1) UNUSUAL USE to permit the filling of a portion of an existing lake.

The applicant is requesting to fill underneath the proposed building site and provide a vertical bulkhead with a slope beginning 7'9" below the bulkhead cap, thence a minimum 3' wide shelf, thence a one foot vertical to two foot horizontal slope to the bottom of the existing lake.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters Site Sea Wall", consisting of six sheets, prepared by Bliss and Nyitray, Inc. Consulting Engineers, dated 3-21-86.

(2) MODIFICATION of Condition #2 of Resolution Z-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 and amended by Resolution Z-30-85 passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled 'Burger King World Headquarters: Site Plan', as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Burger King Corporation World Headquarters Site Sea Wall', consisting of six sheets, prepared by Bliss and Nyitray, Inc., consulting engineers, dated 3-21-86."

The purpose of the request is to substitute new plans for the existing lake which indicates its current proposed shape, area to be filled underneath the building, new seawalls to be constructed and proposed new slope areas.

(3) MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department.

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World

Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

(4) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990 - 1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to permit a revised site plan & parking plans which indicate a reconfiguration of the existing lake, elimination of a proposed second lake, merging of the technical center into one building, an increase of 2,485 square feet of building and additional outdoor parking areas.

The aforementioned plans are on file and may be examined in the Zoning Department.

SUBJECT PROPERTY: Tract "A" and "B" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: The east side of Old Cutler Road, between S.W. 177 Street and S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and modifications would be in harmony with the general purpose and intent of the regulations, would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Unusual Use to permit the filling of a portion of an existing lake, Modification of Condition #2 of Resolution Z-196-74, Modification of the Proffered Covenant paragraph of Resolution Z-30-85, and Modification of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85 be and the same are hereby approved, subject to the following conditions:

1. That the revised Emergency Access plan satisfy the requirements of the Metro-Dade County Fire Department.

2. That the applicants comply with all conditions and requirements of the Department of Environmental Resources Management.

3. Building finishes shall be dark to enhance blending with vegetation and tree canopy and the architectural treatment for the primary office building shall provide for planter boxes and landscaping along the entire length of all four stories as well as the roof top on the building's east elevation to mitigate its visual impact.

4. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 30th day of APRIL, 1986.

Heard 4/30/86
Hearing No. 86-4-28
Typed 5/2/86 aa

May 12. 1986

Burger King Corp.
c/o Stanley B. Price
Fine, Jacobson, Schwartz, et al
2401 Douglas Rd.
Miami, Fl. 33145

Re: Hearing No. 86-4-28; Section 35-55-40
Location: E/s Old Cutler RD. bet. SW 177 St. & SW 184 St.

Gentlemen:

Enclosed herewith is a copy of Resolution No. 4-ZAB-143-86, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application.

Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required.

You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days) or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no permits can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is Friday, May 16, 1986.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:aa

Enclosure

bcc: Environmental Resources Mgt.
Fire Dept.

88-684/35-55-40.

RESOLUTION NO. Z-34-89

The following resolution was offered by Commissioner Barry D. Schreiber, seconded by Commissioner Charles Dusseau, and upon poll of members present the vote was as follows:

Barbara M. Carey	absent	Barry D. Schreiber	aye
Charles Dusseau	aye	Jorge (George) Valdes	aye
Joseph M. Gersten	aye	Sherman S. Winn	absent
Larry Hawkins	nay	Stephen P. Clark	absent
Harvey Ruvin	absent		

WHEREAAS, BURGER KING CORP., had applied for the following:

(1) UNUSUAL USE to permit parking in a zone more restrictive than the use it serves; to wit: parking of cars in a GU district to serve an OPD district.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters," as prepared by Hellmuth, Obata & Kassabaum, Inc., dated 8-18-88 on sheets CL-1, CL-2, CL-3 & 2C.6-1. Plans may be modified at public hearing.

(2) MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

(3) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, and modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site

Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to show additional surface parking in the area north of the north office building on the official development plans.

SUBJECT PROPERTY: Tract "A" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: 17777 Old Cutler Road, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and Modifications of Covenants would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved, subject to conditions;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application be approved, subject to the following conditions:

1. That an amended covenant be submitted in recordable form within 90 days of the public hearing approval of this application, and to submit the proposed amended Declaration of Restrictions for approval prior to recording.

2. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 23rd day of February, 1989.

January, 1989
No. 89-1-CC-20
3/14/89
mr

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

_____
By Richard P. Brinker, Clerk
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 24th day of MARCH, 1989.

METROPOLITAN DADE COUNTY, FLORIDA

METRO-DADE

METRO-DADE CENTER

BUILDING & ZONING DEPARTMENT
SUITE 1010
111 N.W. 1st STREET
MIAMI, FLORIDA 33128-1974
(305) 375-2500

March 24, 1989

Burger King Corp.
c/o Stanley B. Price, Esq.
One CenTrust Financial Center
100 S.E. 2nd Street
Miami, FL 33131

Re: Hearing No. 89-1-CC-20; 17777 Old Cutler Road

Gentlemen:

Enclosed, herewith, is a copy of Resolution No. Z-34-89, adopted by the Board of County Commissioners, which approved, subject to conditions, your application on the above-described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance, therewith, will be required.

Please note that you are requested to submit the proposed amended Declaration of Restrictions for approval prior to recording.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days of the date of the submittal of the resolution to the Clerk of the County Commission. You are, further, advised that in the event that an appropriate appeal is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/mr
Enclosure

RESOLUTION NO. 06-30

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE APPLICATION OF PALMETTO BAY VILLAGE CENTER, WHICH IS LOCATED AT 17777-18001 OLD CUTLER ROAD, FOR ISSUANCE OF A DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made applications for the issuance of a declaration of restrictive covenants in lieu of unity of title, as described in the staff report of the village attorney as presented to Planning and Zoning Department of the Village of Palmetto Bay, which is attached to this resolution; and,

WHEREAS, the village council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Southwood Middle School on March 13, 2006; and,

WHEREAS, the mayor and village council finds, based on substantial competent evidence in the record, that the application for the issuance of a declaration of restrictive covenants in lieu of unity of title is consistent with the Village of Palmetto Bay's comprehensive plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the mayor and village council determined to grant the applications, as provided in this resolution.

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

Section 1. A public hearing on the present applications was held on March 13, 2006 in accordance with ordinance. no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to the hearing, the village council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1. The applicant, Palmetto Bay Village Center ("PBVC") owns and operates the office park at the northeast corner of SW 184th Street and Old Cutler Road, which property currently maintains the address of 17777-18001 Old Cutler Road, Palmetto Bay, Florida.

2. The property is encumbered by a Declaration of Restrictive Covenants, which covenants regulate certain uses of the property. These declarations are attached and incorporated by reference as exhibit 1.
3. Clause #8 of page four of the attached declaration of restrictive covenants (exhibit 1) requires that a "Unity of Title" agreement be in place for the property. This requirement requires that the entire property be under the ownership of one person (natural person or entity).
4. The current property owner intends to turn the existing units into condominiums, thus providing for a master condominium association and individual owners of the units. To proceed with the condominium action the property owner shall require the replacement of the "unity of title" requirement with a declaration of restrictions, requiring master association and individual unit owners to comply with all the underlying declarations of restrictions on the property.
5. Section 33-257 of the Miami-Dade County Code, which code section was adopted by the village council on May 5, 2003, provides a mechanism for replacing the "unity of title" requirement with a declaration of restrictive covenants. The covenant would effectively be used in lieu of the unity of title document. The covenant would ensure that the master association, and all individual owners comply with the underlying restriction in the attached declaration of restrictions.
6. Section 33-257 provides for a unified, coordinated site plan for the property and provides the village with control over the development and the continuation of coordinated development theme, even with multiple owners within the property.
7. The remainder of the provisions of exhibit 1 would remain in effect and would **not** be affected by the removal of the "unity of title" requirement.

Section 3. Conclusions of law.

Pursuant to Section 33-257 of the Miami-Dade County Code the applicant's request to replace the unity of title (required under Clause 8 of page 4 of the attached declaration of restrictions) with a declaration of restrictions in lieu of unity of title is hereby granted. The declaration of restrictions in lieu of unity of title is attached as exhibit 2 to this resolution and incorporated by reference into this resolution.

Section 4. Order.

Additional conditions.

1. The Property will be developed in substantial compliance with the site plan entitled, "Burger King World Headquarters", prepared by Hellmuth, Obata and Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover sheet and sheet 2, and dated revised January 30, 1985 on sheets 7A revised 7B revised. No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the submittal of an application to modify the plan or covenant at public hearing before the Village Council of Palmetto Bay, Florida.

2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan.

3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, and instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:

   (i) easements in the common area of each parcel for ingress to and egress from other parcels;

   (ii) easements in the common area of each parcel for the passage and parking of vehicles;

   (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;

   (iv) easements for access roads across the common area of each parcel to private roadways;

   (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

   (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) easements on each parcel for attachment of buildings;

(ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

(x) appropriate reservation of rights to grant easements to utility companies;

(xi) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

(xii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof may be waived by the Village Attorney of the Village of Palmetto Bay, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the Village Attorney of Palmetto Bay. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of the declaration of restrictions in lieu of unity of title with all associated conditions as reflected in this resolution shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Village Attorney, acting for and on behalf of the Village of Palmetto Bay, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

5. The provisions of the attached exhibit 2, declaration of restrictions in lieu of unity of title, may be amended or modified by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any. Should the Declaration of Restrictive Covenants in lieu of unity of title be so amended, or modified, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment or modification. The provisions of this instrument may be released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, after public hearing. Should the attached exhibit 2, Declaration of Restrictive Covenants, be so released, after public hearing and approval of the Village Council of the Village of Palmetto Bay, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such release. .

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to 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.

7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

8. 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.

9. In the event of a violation of this resolution and the attached exhibit 2, the declaration of restrictive covenants in lieu of unity of title, in addition to any other remedies available, the Village of Palmetto Bay shall be authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as there is compliance.

10. The declaration of restrictions in lieu of unity of title shall be recorded in the public records of Miami-Dade County at the Owner's expense.

11. The declaration of restrictions in lieu of unity of title shall specifically incorporate the Declaration of Restrictive Covenants and the First Amendment to the

Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, with the exception of the unity of title requirement, any inconsistencies between this Declaration and the prior documents, the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants found at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, shall control.

This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Miami-Dade County Department of Planning and Zoning in connection with the applications, the county recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the village clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 13th day of March, 2006.

Attest:

Meighan Pier
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Paul Neidhart	YES
Council Member John Breder	YES
Vice-Mayor Linda Robinson	YES
Mayor Eugene P. Flinn, Jr.	NO

Exhibit 1

1989 MAY -1 AM 10:13 89R150672

OFF. REC. 14089PG2349

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment of Restrictive Covenants running with the land is made and entered into this 5th day of April, 1989, by the BURGER KING CORPORATION, a Florida corporation (the "OWNER") in favor of Dade County, Florida, a political subdivision of the State of Florida.

WHEREAS, the Owner is the fee simple owner of real property described in Exhibit "A".

WHEREAS, the Owner has filed for a public hearing bearing Public Hearing No. 88-684 seeking a modification of a previously approved site plan.

MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as modified by resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986 as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics computations last dated Feb. 26, 1986; sheets 7A & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade county Building and Zoning Department."

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled

PREPARED BY
STANLEY B. PRICE
FINE JACOBSON SCHWARTZ
NASH BLOCK & ENGLAND
ONE CENTURY FINANCIAL CENTER
100 S.E. 2 STREET
MIAMI, FLORIDA 33131

19.50

'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986 Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88; a complete set of which is on file with the Dade County Building and Zoning Department."

NOW, THEREFORE, THE OWNER hereby agrees and covenants, that in furtherance of its request to modify a previously approved site plan, that the Declaration of Restrictive Covenants is modified, as follows:

(1) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to resolution Z-30-85, passed and adopted by the Board of County commissioners on the 7th day of February, 1985, and modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986; as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, a complete set which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/ Office' and dated Feb. 14, 1986, Sheet 17 dated

Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

(2) In all other respects, the original Declaration of Restrictions shall remain in full force and effect.

IN WITNESS, the Owner has hereunto set its respective hand and seals on the day and year first above written.

Burger King Corporation,
a Florida Corporation

By: Eugene Fiola
Vice President

Mark A. Grassi
Attest
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of April, 1989, by Eugene Fiola as Vice President, on behalf of the corporation.

Sara Lopez
Notary Public
State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 18, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

OFF. REC. 14089 PG 2352

EXHIBIT "A"
LEGAL DESCRIPTION

Tract A and Tract B of the Plat of Burger King World Headquarters, as recorded in Plat Book 127, at Page 86, of the Public Records of Dade County, Florida

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

:RL:153RL0266D

1985 FEB 6 AM 9 41 85R059002 35-55-40

UNITY OF TITLE

OFF. REC. 12428PG 973

WHEREAS, the undersigned is the owner of that property described as

See Exhibit A annexed hereto and made a part hereof

also known as theoretical S.W. 176th Street to 182nd Street and Old Cutler Road Dade County, Florida, and

The undersigned recognizes and acknowledges that for the public health, welfare, safety or morals, the herein described property should not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use, and

In consideration of the issuance of a permit for a zoning change pursuant to the Office Park District.

and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of the subject property in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Director of the Dade County Building and Zoning Department 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.

provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

Signed, sealed, executed and acknowledged on this 1st day of October 1984.

(CORP)
(SEAL)

ATTEST

By _____
Secretary

SCB Properties, Inc.
Corporate Name

By _____
President/Vice President

CORPORATE SEAL 1977 FLORIDA

STATE OF FLORIDA)
:
COUNTY OF DADE)

Prepared By:
Stanley B. Price, Esq.
2401 Douglas Rd.
Miami, Florida 33143

I HEREBY certify that on this day before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared _____ and _____, to me known to be the persons described as President and Secretary of SCB Properties, Inc. who executed the foregoing instrument, and acknowledged before me that such persons executed the said instrument in the name of and for that corporation, affixing the corporate seal of that corporation thereto

as such corporate officers such persons are duly authorized by that corporation to do so, and that the foregoing instrument is the act of that corporation.

WITNESS my hand and official seal in the county and state named above this 1st day of October A.D. 1981

Grace M. [illegible]
Notary Public in and for the State of Florida at Large

My Commission expires:

Exhibit "A"

LEGAL DESCRIPTION

PARCEL "A"

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run S25°06'20"W, along said Easterly Right of Way line of Ingraham Highway, for a distance of 377.28 feet to a point; thence run S61°53'40"E for a distance of 102.97 feet to the POINT OF BEGINNING; thence run S13°57'55"W for a distance of 1050.00 feet to a point; thence run S76°02'05"E for a distance of 141.00 feet to a point; thence run S50°17'05"E for a distance of 675.00 feet to a point; thence run N58°12'55"E for a distance of 350.00 to a point of curvature of a circular curve to the left, having for its elements a central angle of 82°45'00" and a radius of 180.00 feet; thence run Northeasterly and Northerly along the arc of said curve for a distance of 259.97 feet to a point of reverse curvature of a circular curve of the right, having for its elements a central angle of 38°30'00" and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to the Point of Tangency; thence run N13°57'55"E for a distance of 145.00 feet to the Point of Curvature of a circular curve to the left, having for its elements a central angle of 49°00'00" and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 62°00'00" and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of 17°20'06" and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 83.20 feet to a point; thence run N76°02'05"W for a distance of 768.50 feet to the POINT OF BEGINNING.

Containing 24.94 Acres more or less

Subject to any reservations, dedications or easements of record.

JOINDER BY MORTGAGEE OFF. REC. 12428 976

The undersigned, The First National Bank of Chicago, a National Banking Association ~~Florida Corporation~~, Mortgagee, under that certain mortgage from SCB Properties, Inc. dated the 14th day of August, 1984, and recorded in Official Records Book 12237, Page 1434, of the Public Records of Dade County, Florida, in the original amount of $ 3,881,250.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 30th day of August, 1984.

The First National Bank of Chicago
Name of Corporation

By: [signature]
Vice President

Attest: [signature]
~~Secretary~~
Commercial Banking Officer

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, the undersigned authority, this day appeared Donald H. Erkes and Pamela A. Schorr, both being to me well known and known by me to be the Vice President and Com'l Banking Officer of The First National Bank of Chicago, under the laws of the United States, and which said Corporation is known by me to be the persons described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at Chicago in the County and State aforesaid, on this, the 30th day of August A.D., 1984.

My Commission Expires:

My Commission Expires 4/2/88

Michelle F. Cunningham
Notary Public, State of Illinois
At Large

MICHELLE F. CUNNINGHAM NOTARY PUBLIC

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

198 6 23 AM 9 42 85R05900
OFF. REC. 12428 PG 990

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS running with the land is made and entered into this 14th day of January, 1985, by SCB PROPERTIES, INC. ("SCB"), a Florida corporation and SUN-BELT CORPORATION OF AMERICA ("SUN-BELT), a Florida corporation (the "OWNERS") in favor in Dade County, Florida, a political subdivision of the State of Florida.

WHEREAS, SCB is the fee simple owner of certain real property located in Dade County, Florida, and more particularly described in Exhibit "A", attached hereto and hereinafter referred to in this Covenant as Tract A; and

WHEREAS, Tract A is comprised of two separate tracts referred to as Tracts I and II as legally described as Exhibits "I" and "II," attached hereto; and

WHEREAS, SUN-BELT is the fee simple owner of certain real property located in Dade County, Florida and more particularly described in Exhibit "B," attached hereto and hereinafter referred to in this Covenant as Tract B; and

WHEREAS, the OWNERS have filed an application with Dade County for various district boundary changes, under Public Hearing Number DIC 84-672; and

WHEREAS, the OWNERS have separately entered into Contracts for sale with the BURGER KING CORPORATION for the intended purpose of the BURGER KING CORPORATION constructing its World Headquarters on Tracts A and B; and

WHEREAS, Tract A is subject to a Final Order on Summary Judgment dated November 12, 1983 and entered by the Hon. Jack M. Turner, Circuit Court Judge of the Eleventh Judicial Circuit wherein 1325 multiple family units have been approved; and

WHEREAS, Tract B is presently approved for 140 units and is presently zoned RU-4L, EU-M and GU; and

Prepared by:

STANLEY B. PRICE
Fine Jacobson Schwartz
Nash Block & England
2401 Douglas Road
Coral Gables, Florida 33179

0900

WHEREAS, the BURGER KING CORPORATION, in conjunction with the proposed development is desirous of donating, subject to certain reservations and restrictions, to the United States Department of the Interior, National Park Service certain bayfront property herein described in Exhibit "C"; and

WHEREAS, the OWNERS are desirous of voluntarily pledging to Dade County that the zoning application, if approved, will inure to the benefit of the citizens of Dade County.

NOW, THEREFORE, the OWNERS hereby agree and covenant, in the event that their zoning application is granted, as follows:

1. That the Development will be built in substantial compliance with the plans entitled "Burger King World Headquarters" prepared by Hellmuth, Obata and Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover sheet and sheet 2, and dated revised January 15, 1985 on sheet 6 and dated last revised January 30, 1985 on sheets 7A revised and 7B revised, a complete set which is on file with the Dade County Building and Zoning Department.
2. That the property described in Exhibit "C" will be donated, subject to certain agreed to reservations and restrictions, to the United States Department of the Interior, National Park Service within 180 days after the acquisition of Tracts A and B by the BURGER KING CORPORATION.
3. That the portion of real property described as Tracts II and B (which will be designated GU and RU-4) shall only be developed in substantial compliance with the plans described in Paragraph 1.

   A. No application for rezoning for Tracts II and B for the express purpose of the construction of additional residential units or the construction of additional square footage for commercial or office buildings shall be filed with Dade County unless and until written approval is obtained from the

owners of more than seventy-five (75) percent of all individual properties within five hundred (500) feet from the perimeter of the subject property. This subsection may be released upon written authorization from the owners of more than seventy-five (75) percent of all individual properties within five hundred (500) feet from the perimeter of the subject property.

B. Nothing contained herein shall require such consent in connection with the filing of a zoning application for permission to construct ancillary facilities (eg. security, recreational, maintenance or utility facilities) on Tracts II and/or B.

4. That in the event that in the future the OWNERS desire to increase the square footage of the buildings within the OWD district as described in Exhibit "I," the OWNERS shall, as a condition precedent, file an appropriate application for development approval pursuant to the provisions of Chapter 380, Florida Statutes, unless the proposed addition shall not exceed the then existing thresholds which from time to time may be amended, by statute or formal rule.

5. That the OWNERS will voluntarily contribute Fifty Thousand Dollars ($50,000) in cash, goods or services to The Dade County Parks Department to be used for the Old Cutler Hammock Park located at 17555 S.W. 79th Avenue in conformance with plans to be submitted by the Dade County Parks Department to the Burger King Corporation.

6. That the OWNERS will not request nor will they support any vehicular or pedestrian bridging of S.W. 77th Avenue in the proximity to the proposed development.

7. The OWNERS will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the office building from Old Cutler Road. All landscaping plans will be submitted to Dade County for approval prior to implementation.

8. That the OWNERS will execute a unity of title on Tracts A and B, less Tract C (to be conveyed pursuant to the provisions of Paragraph 2) so that the individual Tracts or parts thereof cannot be disposed of separately at a later date.

9. This Declaration shall be a covenant running with the land and shall be binding upon all of the OWNERS' successors in title and assigns.

10. This Declaration shall be in effect for a period of thirty (30) years from the date this document is recorded in the Public Records of Dade County, Florida, after which time it shall be renewed automatically for successive periods of ten (10) years unless released, modified, or amended as provided herein.

11. With the exception of the provisions of Paragraph 3.A., this Declaration may be released, modified or amended as to all or any portion of the property by written instrument executed by a majority of the then owners of the fee simple title to Tracts A and B, providing same is approved after a public hearing by resolution of the Board of County Commissioners of Dade County, Florida.

12. Invalidation of any one of these covenants by judgment of court in no way shall affect any of

the other provisions which shall remain in full force and effect.

13. Enforcement of this Declaration shall be by action at law or in equity with costs and reasonable attorneys fees to the prevailing party.

IN WITNESS WHEREOF, the OWNERS have hereunto set their respective hand and seals on the day and year first above written.

Attest:

Asst. Secretary

SCB PROPERTIES, INC.

By: V.P. (Seal)

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 18th day of January, 1985 by James Carr and Antonia Prats as Vice President and Assistant Secretary, on behalf of the corporation.

Isaac M. Krokos (SEAL)
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 28 1987

SUN-BELT CORPORATION OF AMERICA

Attest:

By: [signature] (Seal)
President

STATE OF TEXAS)
) ss.:
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of January, 1985 by Clinton F. Wong and _____ as President and _____, on behalf of the corporation.

Laurn W. Dodo (SEAL)
Notary Public
in and for Harris County, Texas

My Commission Expires:

LAURN W. DODO
Notary Public, State of Texas
My Commission Expires October 31, 1988

6218B/6

OFF. REC. 12428 PG 996

SUN-BELT CORPORATION OF AMERICA

Attest: Robert Y Chulock
Secretary

By: _____ (Seal)

STATE OF INDIANA)
) ss.:
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 31st day of January, 1985 by Robert Chulock as Secretary, on behalf of the corporation.

Julia N. Fogg (SEAL)
Notary Public
State of Indiana at Large

My Commission Expires: 6/2/84

6218B/6

OFF REC 12428 PG 998

RECORDERS NOTE:
The legibility of writing, typing or printing unsatisfactory in this document when received.

Exhibit A

Tract A

All that part of Tracts 3, 4, 5, 6, 7, 8 and 9, lying east of the Easterly Right-of-Way line of Ingraham Highway of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Dade County, Florida;

AND

All that part of Tracts 1 and 2 lying East of the Easterly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4, of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

The North 1/2 of the North 1/2 of the South 1/2 of the SE 1/4/ of the SW 1/4 and the North 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the North 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying East of the Easterly Right-of-Way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND

All that part of the North 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4, in Section 35, Township 55 South, Range 40 East, lying East of the center line of the County Road, as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67, of the Public Records of Dade County, Florida;

AND

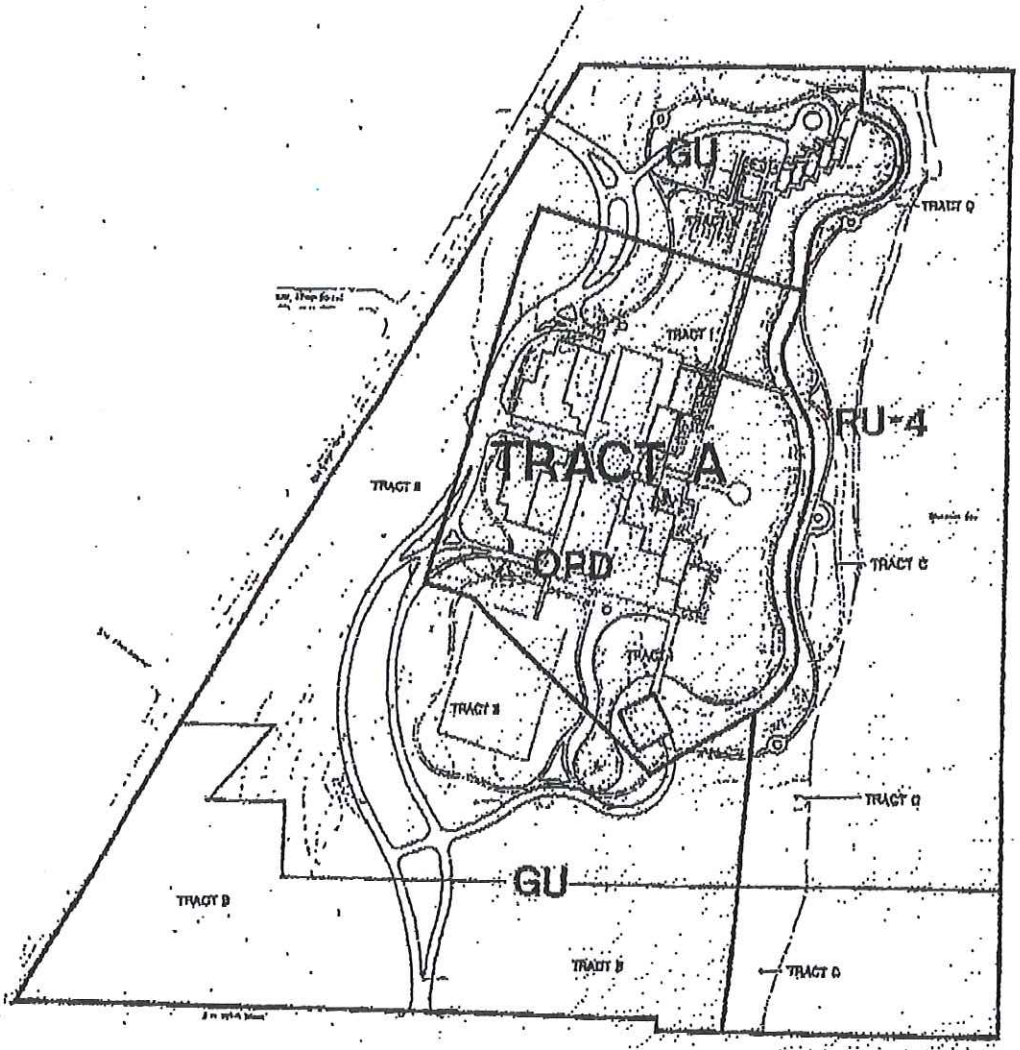
All that part of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway.

AND

The South 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (South 1/2 of Lot 5) and the South 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 (South 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida;

OFF. REC. 12428 PG 997 Tres

NOTES



Illustration

PROPOSED ZONING

BURGER KING WORLD HEADQUARTERS

All of Blocks 8 and 11, lying Southerly and Easterly of the County Road, and all of Blocks 9 and 10 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East according to Plat Book 1, Page 67, of the Public Records of Dade County, Florida; and all of the S 1/2, N 1/2, S.W. 1/4, S.W. 1/4, S.W. 1/4 lying Easterly and Southerly of the County Road in Section 35, Township 55 South, Range 40 East; and also all that part of the S.E. 1/4, S.E. 1/4, S.E. 1/4 of Section 34, Township 55 South, Range 40 East, lying Southerly and Easterly of the County Road being in Dade County, Florida; also a strip of land 25 feet in width lying West of said Block 11 above mentioned and South of the Southerly line of the County Road.

AND

All that part of Blocks 7 and 11 of the S.W. 1/4 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, lying Northwesterly of the County Road as shown on Plat of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, surveyed and drawn by S.H. Richmond and filed in Plat Book 1, Page 67, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

AND

All that part of the N 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, lying Northwesterly of the County Road as shown on plat filed in Plat Book 1, Page 67, of the Public Records of Dade County, Florida, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

AND

That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethalyynne Eaton, dated February 5, 1942 and recorded in Deed Book 2137 at Page 549, under Clerk's File Number R-22573 of the Public Records of Dade County, Florida, lying Southeasterly of a line 50.00 feet Southeasterly of and parallel with the following described centerline for Old Cutler Road; Commence at the Southeast corner of Section 34, Township 55 South, Range 40 East, Dade County, Florida; thence run N89°29'05" W along the South line of the S.E. 1/4 of said Section 34 for a distance of 151.64 feet to the Point of Beginning of the herein described centerline for Old Cutler Road; thence run N31°08'37" E across the S.E. 1/4 of said Section 34 and across the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, Dade County, Florida, for a distance of 914.42 feet, more or less, to a point on the North line of the North 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of said Section 35 and to the End of the herein described centerline for Old Cutler Road.

AND

That Portion of the Westerly 1/2 of the County Road shown on S.H. Richmond's Survey, of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East Dade County, Florida, according to the Plat thereof as recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida, lying Easterly of Block 7 of said S.H. Richmond's Survey, Easterly of that portion of Block 11 of said S.H. Richmond's Survey lying Northwesterly of said County Road and within the N 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of said Section 35, Less that portion thereof lying [illegible]
40.00 feet [illegible]

Tract C OFF. REC. 12428 PG 1003

A portion of DOUGHERTY'S SUBDIVISION, as recorded in Plat Book 1 at Page 1, Dade County Records, and a portion of S.H. RICHMOND'S SURVEY, as recorded in Plat Book 1 at Page 67, Dade County Records, lying in the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, Dade County, Florida being more particularly described as follows:

Commence at the S.W. corner of said Section 35; thence run N87°47'58"E, along the south line of said Section 35 for a distance of 1850.00 feet to the Point of Beginning; thence run N04°57'08"E for a distance of 596.45 feet to a point; thence run N87°46'46"E for a distance of 39.81 feet to a point; thence run N04°57'08"E for a distance of 403.39 feet to a point; thence run N07°29'23"E for a distance of 9.00 feet to a point; thence run N11°52'22"E for a distance of 61.43 feet to a point; thence run N07°18'50"E for a distance of 101.63 feet to a point; thence run N06°07'49"E for a distance of 89.69 feet to a point; thence run N06°26'17"E for a distance of 105.41 feet to a point; thence run N08°01'47"E for a distance of 105.14 feet to a point; thence run N15°57'29"W for a distance of 21.24 feet to a point; thence run N04°57'08"E for a distance of 689.98 feet to a point; thence run S85°02'52"E for a distance of 7.82 feet to a Point of Curvature of a circular curve concave to the West, having for its elements, a central angle of 180°00'00" and a radius of 84.32 feet; thence run Easterly, Northerly and Westerly along the arc of said curve for a distance of 264.90 feet to a Point of Tangency; thence run N85°02'52"W for a distance of 58.27 feet to a point; thence run N04°57'08"E for a distance of 225.23 feet to a point of intersection with the North line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run N87°39'08"E along said North line for a distance of 177.06 feet to a point on the Mean High Water line of Biscayne Bay, as determined by Jack Mueller & Associates and approved by the Department of Natural Resources, State of Florida; thence run Southerly, along said Mean High Water line for the next twenty seven (27) courses; S70°54'06"E, 17.22 feet; S01°06'22"E, 58.91 feet; S10°03'13"E, 54.68 feet; S14°09'36"E, 82.10 feet; S20°06'36"E, 59.25 feet; S00°31'24"W, 23.48 feet; S65°11'24"W, 15.63 feet; S60°11'13"W, 31.22 feet; S19°38'31"W, 107.85 feet; S10°08'17"W, 102.42 feet; S16°44'23"W, 105.82 feet; S10°42'37"W, 102.65 feet; S14°22'28"W, 104.41 feet; S01°06'18"W, 100.18 feet; S02°19'22"E, 100.00 feet; S01°08'34"E, 100.02 feet; S03°59'02"E, 100.04 feet; S09°44'50"E, 100.84 feet; S07°38'10"W, 101.54 feet; S09°13'42"W, 102.08 feet; S10°18'46"W, 102.49 feet; S22°20'49"W, 110.07 feet; S09°52'32"W, 102.32 feet; S00°41'05"E, 100.04 feet; S00°54'28"E, 100.03 feet; S01°33'41"W, 100.23 feet; S07°58'50"E, 66.77 feet to its intersection with the North line of the aforesaid Tract 10 of S.H. RICHMOND'S SURVEY; thence departing the said Mean High Water Line run N87°46'46"E along the said North line of Tract 10 of S.H. RICHMOND'S SURVEY for 543.56 feet to the Northeast corner of said Tract 10 of S.H. RICHMOND'S SURVEY; thence S03°00'45"E along the East line of said Tract 10 of S.H. RICHMOND'S SURVEY for 393.68 feet to the Southeast corner of said Tract 10 of S.H. RICHMOND'S SURVEY, said point also being the Southeast corner of the SW1/4 of said Section 35; thence S87°47'58"W along the South line of the SW 1/4 of said Section 35 for 790.08 feet to the Point of Beginning.

REC. 12428 PG 1004

JOINDER BY CONTRACT VENDEE

The undersigned Burger King Corporation, a Florida corporation, Contract Vendee under that certain contract from Sun-Belt Corporation of America

dated the 2nd day of November, 19 84, a memo of which is recorded in Official Records Book 12317 at Page 926, of the Public Records of Dade County, Florida,

covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 7th day of January, A.D., 198 85,

Burger King Corporation
Name of Corporation

By Eugene Feola
Vice President

Attest Robert H. Sorensen (Seal)
Secretary

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Eugene Feola and Robert H. Sorensen both being to me well known and known by me to be the Vice President and Secretary of Burger King Corporation under the laws of the State of Florida, and which said Corporation is known by me to be the persons described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at Miami in the County and State aforesaid, on this, the 7th day of January, A.D., 19 85.

Notary Public, State of Florida at Large
My Commission Expires October 19, 1988
Bonded thru Maynard Bonding Agency

My Commission Expires:

Sara Lopez
Notary Public in and for the State of Florida at Large

JOINDER BY MORTGAGEE

The undersigned Paul E. Shipe, Jr. ~~and Ruth E. Monk~~, ~~a Florida corporation~~ /collectively, Mortgagee, under that certain mortgage from Sun-Belt Corporation of America

dated the 13th day of March, 1981, and recorded in Official Records Book 11050 at Page 880, of the Public Records of Dade County, Florida, in the original amount of $ 276,840.85 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 11 day of January, A.D., 1985.

Paul E. Shipe, Jr.

~~Ruth E. Monk~~

STATE OF Florida

COUNTY OF Dade

BEFORE ME, the undersigned authority, this day appeared Paul E. Shipe, Jr. and ~~Ruth E. Monk~~ both being to me well known ~~and known by me to be the~~ ~~and~~ ~~of~~ ~~under the laws of the State of~~ ~~, and which said Corporation is known~~ by me to be the persons described in and who executed the foregoing instrument, ~~the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal~~ for the uses and purposes therein mentioned, ~~and after being duly authorized and directed~~.

IN WITNESS my hand and official Seal at Coral Gables in the County and State aforesaid, on this, the 11th day of January A.D., 1985.

Mary Lou Harris
Notary Public in and for the State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 29 1986
BONDED THRU [illegible]

OFF. REC. 12428 PG 1006

JOINDER BY MORTGAGEE

The undersigned Ruth S. Monk

~~Florida corporation~~, Mortgagee, under that certain mortgage from

Sun-Belt Corporation of America

dated the 13th day of March, 1981, and recorded in Official Records Book 11050 at Page 880, of the Public Records of Dade County, Florida, in the original amount of $ 276,840.85 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 11 day of January, A.D., 1985.

Ruth S. Monk

Ruth S. Monk

STATE OF Delaware

COUNTY OF New Castle

BEFORE ME, the undersigned authority, this day appeared Ruth S. Monk ~~and~~ ~~both~~ being to me well known and known ~~by me to be the~~ ~~and~~ ~~of~~ ~~under the laws of the State of~~ ~~, and which said Corporation is known~~ by me to be the person described in and who executed the foregoing instrument, ~~the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal~~ for the uses and purposes therein mentioned, ~~and after being duly authorized and directed.~~

WITNESS my hand and official Seal at Wilmington Lawn Co. in the County and State aforesaid, on this, the 11 day of January, A.D., 1985.

APPOINTED AUG 12 1984 TERM YEAR PUBLIC

Marie E. Freccia

Notary Public in and for the State of Florida at Large

My Commission Expires:

NOTARY PUBLIC

My Commission Expires August 12, 1987

REC. 124 CON 1007

JOINDER BY MORTGAGEE

The undersigned Old Cutler Manor, a Florida Partnership Mortgagee, under that certain mortgage from Sun - Belt Corporation of America to Old Cutler Manor

dated the 13th day of March, 19 81, and recorded in Official Records Book 11167 at Page 167, of the Public Records of Dade County, Florida, in the original amount of $_____ covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 14th day of January, A.D., 1985.

Old Cutler Manor
Name of Corporation

By [signature]
General Partner

~~Attest~~ _____ ~~(Seal)~~
~~Secretary~~

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, this day appeared Clinton Wong ~~both~~ being to me well known and known by me to be the General Partner and _____ of Old Cutler Manor, a partnership under the laws of the State of Florida, and which said Partnership is known by me to be the person described in and which executed the foregoing instrument, the said partner of the said Corporation being likewise known by me to be the partner thereof who, in his official capacities as such partner of said partnership executed, signed and delivered the said instrument as the act and deed of said Partnership and the said partner of said Partnership then and there severally acknowledged to and before me that he executed the said instrument, acting in his capacity, for and as to the act and deed of said Partnership and in its name, ~~impressed thereon its Corporate Seal~~ for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at 7880 San Felipe #116 in the County and State aforesaid, on this, the 14th day of January, A.D., 19 85.

[signature]
Notary Public in and for
Harris County, Texas

My Commission Expires: 10-31-88

OFF. REC. 12428 PG 1008

The undersigned Arnold Grappell and Mel Grappel, Co-Trustees, ~~[illegible]~~, collectively ~~Florida corporation~~, Mortgagee, under that certain mortgage from

Sun-Belt Corporation of America

dated the 4th day of October, 19 82, and recorded in Official Records Book 11581 at Page 1058, of the Public Records of Dade County, Florida, in the original amount of $ 50,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29 day of January, A.D., 1985.

[signature] CO-TRUSTEE
Arnold Grappell, Co-Trustee

[signature] CO-TRUSTEE
Mel Grappell, Co-Trustee

~~[illegible]~~

(Seal)
~~[illegible]~~

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Arnold Grappell and Mel Grappel as Co-Trustees ~~[illegible]~~ all being to me well known ~~and known by me to be the~~ ~~and~~ ~~of~~ ~~under the laws of the State of~~ ~~and which said Corporation is known~~ by me to be the persons described in and who executed the foregoing instrument, ~~the said officers of the said Corporation being likewise~~ known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation than and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and ~~impressed thereon its Corporate Seal~~ for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at DADE in the County and State aforesaid, on this, the 29 day of January A.D., 1985.

[signature]
Notary Public in and for the State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 5 1988

REC. 12428 PG 1009

JOINDER BY MORTGAGEE

The undersigned M. Ronald Krongold, as Trustee (s), and Mortgagee, under that certain mortgage from Sun-Belt Corporation of America dated the 4th day of October, 1985, and recorded in Official Records Book 11581 Page 1059 of the Public Records of Dade County, Florida, in the original amount of $50,000.00 covering all/or a portion of the property described in the foregoing instrument, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of January A.D., 1985.

WITNESSES:

Trustee

STATE OF FLORIDA)
COUNTY OF DADE)

I, an officer authorized to take acknowledgements according to the law and duly qualified, and so acting, do hereby certify that on this date personally appeared before me M. Ronald Krongold, who is to me personally known and who acknowledged the foregoing instrument for the purposes therein contained, and had acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida, this 29th day of January A.D. 1985.

Notary Public in and for the State of Florida at Large

My Commission expires:

12/2/87

Trustee

JOINDER BY MORTGAGEE

The undersigned Paul H. Bass, as Trustee (s), and Mortgagee, under that certain mortgage from Sun-Belt Corporation of America dated the 4th day of October, 1982 and recorded in Official Records Book 11501 Page 1058 of the Public Records of Dade County, Florida, in the original amount of $50,000.00 covering all/or a portion of the property described in the foregoing instrument, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of January A.D., 19 85.

WITNESSES:

Trustee

STATE OF FLORIDA)
:
COUNTY OF DADE)

I, an officer authorized to take acknowledgements according to the law and duly qualified, and so acting, do hereby certify that on this date personally appeared before me Paul H. Bass, who is to me personally known and who acknowledged the foregoing instrument for the purposes therein contained, and had acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida, this 29th day of January A.D. 19 85

Notary Public in and for the State of Florida at Large

My Commission expires:

12/2/87

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRUNNER
CLERK CIRCUIT COURT

RESOLUTION NO. Z-30-85

The following resolution was offered by Commissioner Clara Oesterle, seconded by Commissioner Barbara M. Carey, and upon poll of members present the vote was as follows:

Barbara M. Carey	aye	Barry D. Schreiber	absent
Clara Oesterle	aye	Sharman S. Winn	absent
Beverly B. Phillips	aye	Jorge (George) Valdes	absent
James F. Redford, Jr.	absent	Stephen P. Clark	aye
Harvey Ruvin	aye		

WHEREAS, SCB PROPERTIES, INC., had applied for the following:

(1) A district boundary change from RU-4 (Apartments) to OPD (Government Property) (Parcel A).

(2) A district boundary change from EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acres Gross), and RU-4 (Apartments) to GU (Agricultural (Parcel C).

(3) A district boundary change from RU-4L (Limited Apartment House), EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acres Gross), and GU (Agriculture) to GU (Agriculture) (Parcel D).

(4) USE VARIANCE to permit a 60 unit apartment building in the GU district.

(5) UNUSUAL USE to permit private recreational facilities, to wit: tennis courts, basketball courts, swimming pool, and playing fields in the GU district.

(6) SPECIAL EXCEPTION to permit night lighting on the proposed recreational facilities.

(7) UNUSUAL USE to permit the filling and enlargement of portions of the existing lake.

(8) MODIFICATION of Condition #2 pertaining to the approval of the marina of Resolution Z-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Revised Marina Excavation and Bulkhead Plan - Location Only - South Cutler Bay', prepared by H. J. Ross Associates, Inc., dated revised January 21, 1974."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh, and Jernigan, Inc., dated 12-31-84, consisting of four pages, and plan entitled 'Burger King World Headquarters: Control Drawing - Site Plan', as prepared by Hellmuth, Obata, and Kassabaum, Planners and Architects, consisting of one sheet, dated last revised January 7, 1985."

The purpose of the request is to permit the applicant to revise the approved slopes as follows:

Section A-A: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from existing ground elevation into a minimum depth of 3' of water, thence a 5 foot wide horizontal shelf, thence a deep cut vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section B-B: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at elevation +4.0 to the bottom of the existing lake at -20.0 elevation.

Section C-C: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from top of berm at elevation +5.0 into a minimum depth of 3' of water, thence a 5' wide horizontal shelf, thence a 1 foot horizontal to 1 foot vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section D-D: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at +4.0 elevation to the bottom of the existing lake at -20.0 elevation.

(9) NON-USE VARIANCE OF LOT FRONTAGE REGULATIONS to permit a parcel (Parcel A) with a frontage of 0' on a public street (100' required).

(10) NON-USE VARIANCE OF ZONING AND SUBDIVISION REGULATIONS to permit access to a public street by means of private drives (Parcel A).

(11) NON-USE VARIANCE OF SETBACK REQUIREMENTS to permit a proposed bus/bicycle shelter setback 0' (50' required) from the west (Old Cutler Road) property line.

(12) NON-USE VARIANCE OF PARKING REGULATIONS to permit back-out space of 14' and 22' (24' required).

(13) NON-USE VARIANCE OF LANDSCAPED OPEN SPACE REQUIREMENTS to permit 75% of the total required landscaping to be of category 1 type landscaping (80% required).

Plans are on file and may be examined in the Zoning Department entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, Inc., Architects consisting of 21 sheets, dated revised January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13 through 17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheets 6, 7a revised, and 7b revised.

Plans of the proposed lake enlargement and slope modifications are entitled "Lake Modifications", as prepared by Post, Buckley, Schuh, & Jernigan, Inc. Consulting Engineers and Planners, consisting of 5 sheets dated 12-31-84.

SUBJECT PROPERTY: Portions of Section 34 and Section 35, Township 55 South, Range 40 East. See composite Exhibit A for complete description.

LOCATION: The east side of Old Cutler Road, between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida.

SIZE OF PROPERTY: 114± Acres

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time Mr. Rawlinson, Coordinator for the Developmental Impact Committee (D.I.C.), had announced that the applicant had submitted a revised plan which had minor modifications and which was within the scope of the advertisement for the hearing and this Board permitted the amendment of the application accordingly; and at which time the applicant proffered a Declaration of Restrictive Covenants, which among other things agreed that the property would be developed in substantial compliance with plans submitted for the hearing; that property, along the water front, would be dedicated to the National Park Service; that changes in the plans, both as to residential and office

buildings, would require waivers from adjacent property owners, and a Public Hearing; that any increase requested in square footage of the buildings within the OPD district, would require an appropriate DRI application; that owners would contribute sums of money, goods or services to Dade County Parks Department to be used for Old Cutler Hammock Park, and upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and that the use variance, unusual uses, special exception, modification of Condition #2 pertaining to Resolution Z-196-74, and non-use variances, would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved and that the proffered Declaration of Restrictions should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application in total, including the amended site plan, be and the same is hereby approved;

BE IT FURTHER RESOLVED that the Modification #2 of Resolution Z-196-74 pertaining to the Marina is approved as follows:

> That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled, "Lake Modifications" as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled, "Burger King World Headquarters: Site Plan", as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985".

BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a

complete set of which is on file with the Dade County Building and Zoning Department.

BE IT FURTHER RESOLVED that this Board accepts and elects to enforce all assurances and representations made by and on behalf of the applicant at the Public Hearing.

BE IT FURTHER RESOLVED that the approval of the Subdivision Variances are predicated upon the following:

1. That there are special circumstances affecting the subject property and strict application of the subdivision regulations would deprive the applicant of a reasonable use of their land. These special circumstances pertain to the fact that the subject property has severe environmental and other site constraints which impact the design of an internal circulation system and make the proposed use infeasible if subdivision regulations are strictly adhered to.

2. The variance is necessry for the preservation and enjoyment of a substantial property right of the applicant, in that, the approval of this variance would enable Burger King Corporation to construct a proper internal roadway system which adequately serves the proposed development while preserving valuable environmental resources on the site.

3. The granting of the variance will not be detrimental to the public welfare or injurious to other property in the area in which the subject property is located because the applicant has agreed to make the necessary modifications to the area road system which will maintain adquate transportation safety and service.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms of this resolution.

PASSED AND ADOPTED this 7th day of February, 1985.

February, 1985
No. 85-2-CC-1
mr
2/11/85

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
Richard P. Brinker, Clerk

By RAYMOND REED
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 11th day of February 1985.

LEGAL DESCRIPTION

PARCEL "A"

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 an S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Rang 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records o Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraha Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION thence run S28°06'20"W, along said Easterly Right of Way line of Ingraha Highway, for a distance of 377.28 feet to a point; thence run S61°53'40"E fo a distance of 102.97 feet to the POINT OF BEGINNING; thence run S13°57'55" for a distance of 1050.00 feet to a point; thence run S76°02'05"E for distance of 141.00 feet to a point; thence run S50°17'05"E for a distance o 675.00 feet to a point; thence run N58°12'55"E for a distance of 350.00 to point of curvature of a circular curve to the left, having for its elements central angle of 82°45'00" and a radius of 180.00 feet; thence ru Northeasterly and Northerly along the arc of said curve for a distance o 259.97 feet to a point of reverse curvature of a circular curve of the right having for its elements a central angle of 38°30'00" and a radius of 300.0 feet; thence run Northerly along the arc of said curve for a distance o 201.39 feet to the Point of Tangency; thence run N13°57'55"E for a distance o 145.00 feet to the Point of Curvature of a circular curve to the left, havin for its elements a central angle of 49°00'00" and a radius of 350.00 feet thence run Northerly and Northwesterly along the arc of said curve for distance of 299.32 feet to a point of reverse curvature of a circular curve t the right, having for its elements a central angle of 62°00'00" and a radiu of 130.00 feet; thence run Northwesterly and Northerly along the arc of sai curve for a distance of 194.78 feet to a point of reverse curvature of circular curve to the left, having for its elements a central angle o 17°20'06" and a radius of 275.00 feet; thence run Northerly along the arc o said curve for a distance of 83.20 feet to a point; thence run N76°02'05"W fo a distance of 768.50 feet to the POINT OF BEGINNING.

Containing 24.94 Acres more or less

Subject to any reservations, dedications or easements of record.

PARCEL "B"

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. RICHMOND'S SURVEY of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both of the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run N87°39'08"E along the North line of said Tract 3 for a distance of 819.58 feet to the POINT OF BEGINNING; thence continue N87°39'08"E for a distance of 119.57 feet to a point on the "Mean High Water Line Elevation +1.50 NGVD" as established by JACK MUELLER & ASSOCIATES, INC. and approved by the State of Florida, Department of Natural Resources on May 9, 1984; thence run Southerly along said "Mean High Water Line Elevation +1.50 NGVD" for the next twenty-seven (27) courses; thence run S70°54'06"E for a distance of 17.22 feet to a point; thence run S01°06'22"E for a distance of 58.91 feet to a point; thence run S10°03'13"E for a distance of 54.68 feet to a point; thence run S14°09'36"E for a distance of 82.10 feet to a point; thence run S20°06'36"E for a distance of 59.25 feet to a point; thence run S00°31'24"W for a distance of 23.48 feet to a point; thence run S65°11'24"W for a distance of 15.63 feet to a point; thence run S60°11'13"W for a distance of 31.22 feet to a point; thence run S19°38'31"W for a distance of 107.85 feet to a point; thence run S10°08'17"W for a distance of 102.42 feet to a point; thence run S16°44'23"W for a distance of 105.82 feet to a point; thence run S10°42'37"W for a distance of 102.65 feet to a point; thence run S14°22'28"W for a distance of 104.15 feet to a point; thence run S01°06'18"W for a distance of 100.18 feet to a point; thence run S02°19'22"E for a distance of 100.00 feet to a point; thence run S01°03'54"E for a distance of 100.02 feet to a point; thence run S05°39'02"E for a distance of 100.04 feet to a point; thence run S09°44'50"E for a distance of 100.64 feet to a point; thence run S07°38'10"W for a distance of 101.54 feet to a point; thence run S09°13'42"W for a distance of 102.08 feet to a point; thence run S10°18'46"W for a distance of 102.49 feet to a point; thence run S22°20'49"W for a distance of 110.07 feet to a point; thence run S09°52'32"W for a distance of 102.32 feet to a point; thence run S00°41'05"E for a distance of 100.04 feet to a point; thence run S00°54'28"E for a distance of 100.03 feet to a point; thence run S01°33'41"W for a distance of 100.23 feet to a point; thence run S07°58'50"E for a distance of 66.77 feet to a point; thence, departing said "Mean High Water Line Elevation +1.50 NGVD", run S87°46'46"W, along the South line of the North 1/2 of the South 1/2 of the South 1/2 of the South 1/2 of said Section 35, for a distance of 125.00 feet to a point; thence run N03°16'00"W for a distance of 461.00 feet to a point on a circular curve concave to the Northwest, a radial to said point bears S31°47'05"E; thence run Northeasterly and Northerly along the arc of said curve, through a central angle of 82°45'00" and a radius of 180.00 feet, for a distance of 259.97 feet to a point of reverse curvature of a circular curve concave to the East, having for its elements a central angle of 38°30'00" and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to a Point of Tangency; thence run N13°57'55"E for a distance of 145.00 feet to a Point of Curvature of a circular curve to the left, having for its elements a central angle of 49°00'00" and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 62°00'00" and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of 37°00'00" and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 177.59 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 105°00'00" and a radius of 120.00 feet; thence run Northerly and Northeasterly along the arc of said curve for a distance of 219.91 feet to a point of reverse curvature of a circular curve to the left having for its elements a central angle of 180°00'00" and a radius of 120.00 feet; thence run Northeasterly, Northerly and Northwesterly along the arc of said curve for a distance of 376.99 feet to a point; thence run N04°57'55"E, radial to the last described curve, for a distance of 127.34 feet to the POINT OF BEGINNING.

Containing 7.92 Acres More or less

LEGAL DESCRIPTION
REMAINDER PARCEL

PARCEL "C"

All that part of Tracts 3, 4, 5, 6, 7, 8 and 9, lying east of the Easterly Right-of-Way line of Ingraham Highway of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Dade County, Florida;

AND

All that part of Tracts 1 and 2 lying East of the Easterly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4, of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

The North 1/2 of the North 1/2 of the South 1/2 of the SE 1/4/ of the SW 1/4 and the North 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the North 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying East of the Easterly Right-of-Way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND

All that part of the North 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4, in Section 35, Township 55 South, Range 40 East, lying East of the center line of the County Road, as shown on S.H RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67, of the Public Records of Dade County, Florida;

AND

The South 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (South 1/2 of Lot 5) and the South 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 (South 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida;

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run S28°06'20"W, along said Easterly Right of Way line of Ingraham Highway, for a distance of 377.28 feet to a point; thence run S61°53'40"E for a distance of 102.97 feet to the POINT OF BEGINNING; thence run S13°57'55"W for a distance of 1050.00 feet to a point; thence run S76°02'05"E for a distance of 141.00 feet to a point; thence run S50°17'05"E for a distance of 675.00 feet to a point; thence run N58°12'55"E for a distance of 350.00 to a point of curvature of a circular curve to the left, having for its elements a central angle of 82°45'00" and a radius of 180.00 feet; thence run Northeasterly and Northerly along the arc of said curve for a distance of 259.97 feet to a point of reverse curvature of a circular curve of the right, having for its elements a central angle of 38°30'00" and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to the Point of Tangency; thence run N13°57'55"E for a distance of 145.00 feet to the Point of Curvature of a circular curve to the left, having for its elements a central angle of 49°00'00" and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 62°00'00" and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of 17°20'06" and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 83.20 feet to a point; thence run N76°02'05"W for a distance of 768.50 feet to the POINT OF BEGINNING.

AND LESS

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. RICHMOND'S SURVEY of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both of the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run N87°39'08"E along the North line of said Tract 3 for a distance of 819.58 feet to the POINT OF BEGINNING; thence continue N87°39'08"E for a distance of 119.57 feet to a point on the "Mean High Water Line Elevation +1.50 NGVD" as established by JACK MUELLER & ASSOCIATES, INC. and approved by the State of Florida, Department of Natural Resources on May 9, 1984; thence run Southerly along said "Mean High Water Line Elevation +1.50 NGVD" for the next twenty-seven (27) courses; thence run S70°54'08"E for a distance of 17.22 feet to a point; thence run S01°06'22"E for a distance of 58.91 feet to a point; thence run S10°03'13"E for a distance of 54.68 feet to a point; thence run S14°09'36"E for a distance of 82.10 feet to a point; thence run S20°06'36"E for a distance of 59.25 feet to a point; thence run S00°31'24"W for a distance of 23.48 feet to a point; thence run S65°11'24"W for a distance of 15.63 feet to a point; thence run S60°11'13"W for a distance of 31.22 feet to a point; thence run S19°38'31"W for a distance of 107.85 feet to a point; thence run S10°08'17"W for a distance of 102.42 feet to a point; thence run S16°44'23"W for a distance of 105.82 feet to a point; thence run S10°42'37"W

for a distance of 102.65 feet to a point; thence run S14°22'28"W for a distance of 104.15 feet to a point; thence run S01°06'18"W for a distance of 100.10 feet to a point; thence run S02°19'22"E for a distance of 100.00 feet to a point; thence run S01°08'34"E for a distance of 100.02 feet to a point; thence run S03°59'02"E for a distance of 100.04 feet to a point; thence run S09°44'50"E for a distance of 100.84 feet to a point; thence run S07°38'10"W for a distance of 101.54 feet to a point; thence run S09°13'42"W for a distance of 102.08 feet to a point; thence run S10°18'46"W for a distance of 102.49 feet to a point; thence run S22°20'49"W for a distance of 110.07 feet to a point; thence run S09°52'32"W for a distance of 102.32 feet to a point; thence run S00°41'05"E for a distance of 100.04 feet to a point; thence run S00°54'28"E for a distance of 100.03 feet to a point; thence run S01°33'41"W for a distance of 100.23 feet to a point; thence run S07°58'50"E for a distance of 66.77 feet to a point; thence, departing said "Mean High Water Line Elevation +1.50 NGVD", run S87°46'46"W, along the South line of the North 1/2 of the South 1/2 of the South 1/2 of the South 1/2 of said Section 35, for a distance of 125.00 feet to a point; thence run N03°16'00"W for a distance of 461.00 feet to a point on a circular curve concave to the Northwest, a radial to said point bears S31°47'05"E; thence run Northeasterly and Northerly along the arc of said curve, through a central angle of 82°45'00" and a radius of 180.00 feet, for a distance of 259.97 feet to a point of reverse curvature of a circular curve concave to the East, having for its elements a central angle of 38°30'00" and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to a Point of Tangency; thence run N13°57'55"E for a distance of 145.00 feet to a Point of Curvature of a circular curve to the left, having for its elements a central angle of 49°00'00" and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 62°00'00" and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of 37°00'00" and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 177.59 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 105°00'00" and a radius of 120.00 feet; thence run Northerly and Northeasterly along the arc of said curve for a distance of 219.91 feet to a point of reverse curvature of a circular curve to the left having for its elements a central angle of 180°00'00" and a radius of 120.00 feet; thence run Northeasterly, Northerly and Northwesterly along the arc of said curve for a distance of 376.99 feet to a point; thence run N04°57'55"E, radial to the last described curve, for a distance of 127.34 feet to the POINT OF BEGINNING.

Containing 36.08 Acres More or less.

Subject to any reservations, dedications or easements of record.

PARCEL "D"

LEGAL DESCRIPTION THIS PROPERTY:

All of Blocks 8 and 11, lying Southerly and Easterly of the County Road, a... all of Blocks 9 and 10 of the SW 1/4 of said Section 35, according to Plat Book 1, at Page 87, of the Public Records of Dade County, Florida; and all of the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 lying Easterly and Southerly of the County Road in said Section 35; and also all that part of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 34, lying Southerly and Easterly of the County Road being in Dade County, Florida; also a strip of land 25 feet in width lying West of said Block 11 above mentioned and South of the Southerly line of the County Road;

AND

All that part of Blocks 7 and 11 of the SW 1/4 of the SW 1/4 of said Section 35, lying Northwesterly of the County Road as shown on the Plat of the SW 1/4 of said Section 35, surveyed and drawn by S.H. Richmond and filed in Plat Book 1 at Page 87, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out;

AND

All that part of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, lying Northwesterly of the County Road as shown on the Plat filed in Plat Book 1, at Page 87, of the Public Records of Dade County, Florida, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out;

AND

That portion of the Easterly 1/2 of the County Road shown on said S RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range East, lying Westerly of Blocks 8 and 11 of said S.H. RICHMOND'S SURVEY and lying within the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, LESS that Portion thereof lying within the West 40 feet of the SW 1/4 of said Section 35.

AND

That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File No. R-22573, of the Public Records of Dade County, Florida, lying Southeasterly of a line 50 feet Southeasterly of and parallel with the following described centerline for Old Cutler Road; Commence at the Southeast corner of said Section 34; thence run N 89° 29' 05" W, along the South line of the SE 1/4 of said Section 34, for a distance of 151.46 feet to the Point of Beginning of the herein described centerline for Old Cutler Road; thence run N 31° 03' 37"E across the SE 1/4 of said Section 34 and across the SW 1/4 of said Section 35, for a distance of 914.42 feet, more or less, to a point on the North line of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35 and to the END of the herein described centerline for Old Cutler Road;

AND

That portion of the Westerly 1/2 of the County Road shown on said S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying Easterly of Block 7 of said S.H. RICHMOND'S SURVEY, Easterly of that portion of Block 11 of said S.H. RICHMOND'S SURVEY, lying Northwesterly of said County Road and within the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, LESS that portion thereof lying within the West 40 feet of the SW 1/4 of said Section 35;

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-30-85, adopted by the said Board of County Commissioners at its meeting held on February 7, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12th day of February, A.D. 19 85.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By _____
Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida

102.01-3 REV. 11/72

RESOLUTION NO. 4-ZAB-270-85

The following resolution was offered by Mr. Murray Sisselman seconded by Mrs. Joyce Nasso and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	aye
Jose A. Losa	aye	R. Jollivette Frazier	absent
Joyce Nasso	aye		

WHEREAS, BURGER KING CORPORATION has applied for the following:

(1) DELETION of an Agreement only as it affects the hereinafter described subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, passed and adopted by the Board of County Commissioners on the 16th day of April, 1970.

(2) DELETION of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74, passed and adopted by the Board of County Commissioners on the 23rd day of July, 1974.

(3) DELETION of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981.

The purpose of the above requests is to remove these agreements from the official records of Dade County, and to release the subject property from the conditions therein, leaving the property under the current restrictions of the Declaration of Restrictive Covenants filed pursuant to Resolution Z-30-85 in Official Record Book 12428 at Pages 990 through 1010.

SUBJECT PROPERTY: PARCEL 1: All of Blocks 8 and 11, lying S/ly and E/ly of the County Road, and all of Blocks 9 and 10 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all of the south 1/2, of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 lying E/ly and S/ly of the County Road in Section 35, Township 55 South, Range 40 East, and also all that part of the SE 1/4, of the SE 1/4, of the SE 1/4 of Section 34, Township 55 South, Range 40 East, lying S/ly and E/ly of the County Road; also a strip of land 25' in width lying west of the said aforementioned Block 11 and south of the S/ly line of the County Road.

PARCEL 2: All that part of Lots 7 and 11 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat of the SW 1/4 of Section 35, Township 55 South, Range 40 East, surveyed and drawn by S. H. RICHMOND and filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 3: All that part of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 4: That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File Number R-22573, lying SE/ly of a line 50' SE/ly of and parallel with the following described centerline for Old Cutler Road; commence at the Southeast corner of Section 34, Township 55 South, Range 40 East; thence run N89°29'5"W along the south line of the SE 1/4 of said Section 34 for a distance of 151.64' to the Point of beginning of the herein described centerline for Old Cutler Road; thence run N31°3'37"E across the SE 1/4 of said Section 34 and across the SW 1/4 of Section 35, Township 55 South, Range 40 East, for a distance of 914.42'±, to a point on the north line of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 of said Section 35 and to the end of the herein described centerline for Old Cutler Road.

4-ZAB-270-85

PARCEL 5: All of County Road shown on S.H. Richmond's Survey of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, lying between those lands shown as Parcels 1 through 4 herein.

AND: All riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line, and in the interest (if any) in the foregoing described property up to the centerline of an road(s) or street(s) abutting any of the foregoing described property.

AND:

All that part of Tracts 3, 4, 5, 6, 7, 8, and 9, lying east of the E/ly right-of-way line of Ingraham Highway of DOUGHTERY'S SUBDIVISION, Plat book 1, Page 1 of the Public Records of Dade County, Florida;

AND:

All that part of Tracts 1 and 2 lying east of the E/ly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4 of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

The north 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 and the north 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the north 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, Plat book 1, Page 67;

AND:

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying east of the E/ly right-of-way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND:

All of that part of the north 1/2 of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 in Section 35, Township 55 South, Range 40 East, lying east of the center line of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

All that part of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway;

AND:

The south 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (the south 1/2 of Lot 5) and the south 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 (south 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line; as shown on the survey prepared by Jack Mueller & Associates, Inc., dated April 18, 1984, revised August 3, 1984, November 15, 1984 and December 21, 1984, and including the interest (if any) in the property up to the center line of any road(s) or street(s) abutting any of the foregoing described property.

LOCATION: The east side of Old Cutler Road between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested deletions would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Deletion of an Agreement only as it affects the subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, Deletion of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74 and Deletion of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981 be and the same are hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 24th day of JULY, 1985.

Heard 7/24/85
Hearing No. 85-7-32
7/25/85 aa

B 2009 - 8117
PW - 2009 - 632
8280 SW 144 St

OFFICE COPY

Zoning inspection required

VILLAGE OF PALMETTO BAY

THIS COPY OF PLAN MUST BE AVAILABLE ON BUILDING SITE OR NO INSPECTION WILL BE GIVEN

	APPROVED		DISAPPROVED	
SECTION	BY	DATE	BY	DATE
ZONING	MR	10/26/09		
LANDSCAPING				
PUBLIC WORKS	DC	10/29/09		
BUILDING	MR	10/27/09		
UTILITIES				
HANDICAP				
STRUCTURAL				
ELECTRICAL				
PLUMBING				
MECHANICAL				
ENERGY				
FIRE				
BUILDING OFFICIAL				

Subject to compliance with all federal, state, and county law, rules and regulations. The Village of Palmetto Bay assumes no responsibility for accuracy of all results of these plans.
NOTICE: In addition to the requirements of these permits there may be additional restrictions applicable to this in the public record of this county and village.

RESOLUTION NO. 4-ZAB-143-86

The following resolution was offered by Mr. Jose A. Losa seconded by Mr. Levi A. Johnson and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	absent
Jose A. Losa	aye	R. Jollivette Frazier	aye
Joyce Masso	absent		

WHEREAS, BURGER KING CORPORATION has applied for the following:

(1) UNUSUAL USE to permit the filling of a portion of an existing lake.

The applicant is requesting to fill underneath the proposed building site and provide a vertical bulkhead with a slope beginning 7'9" below the bulkhead cap, thence a minimum 3' wide shelf, thence a one foot vertical to two foot horizontal slope to the bottom of the existing lake.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters Site Sea Wall", consisting of six sheets, prepared by Bliss and Nyitray, Inc. Consulting Engineers, dated 3-21-86.

(2) MODIFICATION of Condition #2 of Resolution Z-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 and amended by Resolution Z-30-85 passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled 'Burger King World Headquarters: Site Plan', as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Burger King Corporation World Headquarters Site Sea Wall', consisting of six sheets, prepared by Bliss and Nyitray, Inc., consulting engineers, dated 3-21-86."

The purpose of the request is to substitute new plans for the existing lake which indicates its current proposed shape, area to be filled underneath the building, new seawalls to be constructed and proposed new slope areas.

(3) MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department.

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World

4 Feb-143-86

Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

(4) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990 - 1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to permit a revised site plan & parking plans which indicate a reconfiguration of the existing lake, elimination of a proposed second lake, merging of the technical center into one building, an increase of 2,485 square feet of building and additional outdoor parking areas.

The aforementioned plans are on file and may be examined in the Zoning Department.

SUBJECT PROPERTY: Tract "A" and "B" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: The east side of Old Cutler Road, between S.W. 177 Street and S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and modifications would be in harmony with the general purpose and intent of the regulations, would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Unusual Use to permit the fill ng of a portion of an existing lake, Modification of Condition #2 of Resolution Z-196-74, Modification of the Proffered Covenant paragraph of Resolution Z-30-85, and Modification of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85 be and the same are hereby approved, subject to the following conditions:

1. That the revised Emergency Access plan satisfy the requirements of the Metro-Dade County Fire Department.

2. That the applicants comply with all conditions and requirements of the Department of Environmental Resources Management.

3. Building finishes shall be dark to enhance blending with vegetation and tree canopy and the architectural treatment for the primary office building shall provide for planter boxes and landscaping along the entire length of all four stories as well as the roof top on the building's east elevation to mitigate its visual impact.

4. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 30th day of APRIL, 1986.

Heard 4/30/86
Hearing No. 86-4-28
Typed 5/2/86 aa

STATE OF FLORIDA)
:
COUNTY OF DADE)

I, Rafael Rodon, Director of the Metropolitan Dade County Building and Zoning Department, and Ex-Officio Secretary of the Metropolitan Dade County Zoning Appeals Board, DO HEREBY CERTIFY that the above and foregoing is true and correct copy of Resolution No. 4-ZAB-143-86 adopted by said Zoning Appeals Board at its meeting held on APRIL 30, 19 86.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 13th day of MAY, A.D. 19 86.

Rafael Rodon, Ex-Officio Secretary
Metropolitan Dade County
Zoning Appeals Board

By: Rafael Rodon

SEAL

RESOLUTION NO. Z-34-89

The following resolution was offered by Commissioner Barry D. Schreiber, seconded by Commissioner Charles Dusseau, and upon poll of members present the vote was as follows:

Barbara M. Carey	absent	Barry D. Schreiber	aye
Charles Dusseau	aye	Jorge (George) Valdes	aye
Joseph M. Gersten	aye	Sherman S. Winn	absent
Larry Hawkins	nay	Stephen P. Clark	absent
Harvey Ruvin	absent		

WHEREAAS, BURGER KING CORP., had applied for the following:

(1) UNUSUAL USE to permit parking in a zone more restrictive than the use it serves; to wit: parking of cars in a GU district to serve an OPD district.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters," as prepared by Hellmuth, Obata & Kassabaum, Inc., dated 8-18-88 on sheets CL-1, CL-2, CL-3 & 2C.6-1. Plans may be modified at public hearing.

(2) MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

(3) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, and modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site

Z-34-89

Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to show additional surface parking in the area north of the north office building on the official development plans.

SUBJECT PROPERTY: Tract "A" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: 17777 Old Cutler Road, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and Modifications of Covenants would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved, subject to conditions;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application be approved, subject to the following conditions:

1. That an amended covenant be submitted in recordable form within 90 days of the public hearing approval of this application, and to submit the proposed amended Declaration of Restrictions for approval prior to recording.

2. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-34-89, adopted by the said Board of County Commissioners at its meeting held on February 23, 19 89.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of March, A. D. 19 89.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By C. M. Spurlock
Deputy Clerk

SEAL
COUNTY COMMISSIONERS
DADE COUNTY FLORIDA

This instrument prepared by:
and when recorded return to:
Jerry B. Proctor, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
2500 First Union Financial Center
Suite 2500
Miami, Florida 33131-5340

Exhibit 2

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, Owner holds the fee simple title to the land in the Village of Palmetto Bay, Florida, in Miami-Dade County, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property;"

WHEREAS, Owner intends to develop said property for:

- ☐ Business Use
- ☐ Office Use
- ☐ Residential Use

WHEREAS, Owner intends to create multiple ownerships within the Property to serve existing and future development, and/or future phases of development, and

WHEREAS, Owner may wish to convey portions of the property from time to time in fee simple, and/or may wish to offer units as condominiums, this instrument is executed in order to assure that the phased development of the property with future multiple ownership and multiple fee simple ownership, will not violate the Zoning Code of Miami-Dade County, as adopted by the Village of Palmetto Bay or the remaining requirements in the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants.

NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The Property will be developed in substantial compliance with the site plan entitled, "Burger King World Headquarters", prepared by Hellmuth, Obata and Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover sheet and sheet 2, and dated revised January 30, 1985 on sheets 7A revised 7B revised. No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the submittal of an application to modify the plan or covenant at public hearing before the Village Council of Palmetto Bay, Florida.

2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan.

3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, and instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:

   (i) easements in the common area of each parcel for ingress to and egress from other parcels;

   (ii) easements in the common area of each parcel for the passage and parking of vehicles;

   (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;

   (iv) easements for access roads across the common area of each parcel to private roadways;

   (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

   (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) easements on each parcel for attachment of buildings;

(ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

(x) appropriate reservation of rights to grant easements to utility companies;

(xi) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

(xii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof may be waived by the Village Attorney of the Village of Palmetto Bay, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the Village Attorney of Palmetto Bay. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Village Attorney, acting for and on behalf of the Village of Palmetto Bay, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

5. The provisions of this instrument may be amended or modified by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any. Should this Declaration of Restrictive Covenants be so

amended, or modified, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment or modification. The provisions of this instrument may be released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, after public hearing. Should this Declaration of Restrictive Covenants be so released, after public hearing and approval of the Village Council of the Village of Palmetto Bay, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such release.

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to 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.

7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

8. 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.

9. In the event of a violation of this Declaration, in addition to any other remedies available, the Village of Palmetto Bay is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.

10. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

11. This Declaration specifically incorporates the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, with the exception of the unity of title requirement, any inconsistencies between this Declaration and the prior documents, the Declaration of Restrictive Covenants and the First Amendment to the Declaration of

Restrictive Covenants found at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, shall control.

Signed, witnessed, executed and acknowledged this ___ day of March, 2006.

Witnesses:

Owner:
17777 Old Cutler Road, LLC

By:_____
Title:

_____

_____
Print Name:_____

_____
Print Name:_____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by _____, on behalf of said corporation. He/She is personally known to me or has produced a State of _____ driver's license as identification.

Sign Name _____

Print Name: _____
NOTARY PUBLIC

My Commission Expires:

Serial No. (none, if blank): _____
[NOTARY SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts A and B, Burger King World Headquarters, Plat Book 127, Page 86, of the Public Records of Dade County, Florida.

RESOLUTION NO. 07-31

ZONING APPLICATION VPB-07-01

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE APPLICATION OF THE VILLAGE OF PALMETTO BAY REQUESTING ZONING APPROVAL PURSUANT TO SECTION 33-303 OF THE MIAMI-DADE COUNTY CODE, AS ADOPTED BY THE VILLAGE, TO ALLOW FOR PUBLIC FACILITY PUBLIC USE AT THE PROPERTY KNOWN AS 17641 OLD CUTLER ROAD FOR A PUBLIC LIBRARY AND PUBLIC PARK; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made applications pursuant to Section 33-303 of the Miami-Dade County Code, as adopted by the Village for the ability to use the site for a public facility, as described in the Village's Planning and Zoning Recommendation to the Village Council of the Village of Palmetto Bay, which is attached to this resolution; and,

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Southwood Middle School on March 12th, 2007; and,

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application for a public facility use is consistent with the Village of Palmetto Bay's comprehensive plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the application, as provided in this resolution.

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

Section 1. A hearing on the present applications was held on March 12th, 2007 in accordance with Ordinance. No. 02-03, entitled "Quasi-Judicial Hearing Procedures." Pursuant to the hearing, the Village Council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1. The applicant is the Village of Palmetto Bay, 8950 SW 152nd Street, Palmetto Bay, Florida 33157. The property that is the subject of this zoning resolution is located at 17641 Old Cutler Road. It is currently zoned EU-2. The applicant, pursuant to section 33-303 of the Miami-Dade County Code, is seeking to place a public facility use at the site, to wit: a public library and a public park.

2. The property bears the following legal description of:

Beginning at a point on the East side of the County Road 187 ½ feet due South of the South Boundary of the Town of Cutler; thence Southerly along said County Road to a point 338 feet due South of said South Boundary of the Town of Cutler, thence East 1000 feet to Biscayne Bay, thence Northeasterly along Biscayne Bay and parallel to said County Road to a point 187 ½ feet South of the South boundary line of the Town of Cutler, thence West 1000 feet to the Point of Beginning together with riparian rights lying between above described land and the channel of Biscayne Bay, said above described land being in the NE ¼ SW ¼ of Section 35, Township 55 South, Range 40 East, lying and being in Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND

All that certain tract or parcel of land lying and being situated in Miami-Dade County, State of Florida, Section 35, Township 55 South, Range 40 East and being described as follows:

Commencing at the intersection of the Easterly Right of Way of Old Cutler Road and a line 187.5 feet South of the South boundary of the Town of Cutler. Then go N87°E39'08"E for 750 feet to the Point of Beginning. For the Northern boundary of the Tract continued N87°39'08"E from the Point of Beginning for 169 feet, more or less, to the mean high water line of Biscayne Bay and a point hereafter designated as Point A, for the Western, Southern and Eastern boundaries, go S07°24'35"W from the Point of Beginning for 152.71 feet to the South line of Tract 2, of DAUGHERTY'S SUBDIVISION, as recorded in Plat Book 1 at Page 1 of the Public Records of Miami-Dade County, Florida, then go N87°39'08"E for 152 feet, more or less, to the mean high water line of Biscayne Bay then go Northerly along said mean high line to Point "A."

3. The Village Council adopts the portions of the cover sheet to, and the Village recommendation, entitled Introduction, Zoning Hearings History, Comprehensive Plan, and Neighborhood Characteristics as its findings of fact.

Section 3. Conclusions of law.

1. The Village Council adopts the portions of the Village recommendation, entitled Pertinent Requirements/Standards, section 33-303, Miami-Dade County Code; the Analysis, and Recommendations contained in the staff report as the Village Council's conclusions of law.

2. Pursuant to the procedure provided under section 33-303, the Village may establish any governmental facility in any location in the Village, without regard to the zoning or use classification of any particular site or location.

3. A governmental facility is defined to include, but is not limited to: public parks, playgrounds and buildings, and structures supplementary and incidental to such uses; public libraries; public buildings and centers; art galleries and convention halls.

4. The Village Council may only authorize the erection, construction and operation of the governmental facility(ies) by resolution following public hearing. The public hearing shall be held upon at least fifteen (15) days' notice of the time and place of such hearing published in a newspaper of general circulation in Miami-Dade County, which publication shall include the time and place of hearing before the Village Council.

5. A courtesy notice containing general information as to the date, time, and place of the hearing, the property location and general nature of the application may be mailed to the property owners of record, within a radius of 300 feet of the property described in the application, or such greater distance as the Community Development Director may prescribe; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceeding taken hereunder.

6. To provide additional notice to the public, the property shall be posted by a sign or signs indicating the action desired and the time and place of the public hearing thereon. Failure to post such property shall not affect any action taken hereunder.

7. At the public hearing the Village Council shall consider, among other factors:

a. the type of function involved, the public need therefore;
b. the existing land use pattern in the area;
c. alternative locations for the facility; and
d. the nature of the impact of the facility on the surrounding property.

After considering these factors, the Village Council shall take such action as is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of the Village.

8. In the event the Village Council authorizes the construction, erection, use or operation of a governmental facility in accordance with the procedures delineated above, or in the event the Council otherwise determines that Village owned property should be utilized by the Village for a particular public purpose, the property, pursuant to the requirements of section 33-303, shall be posted by a sign or signs conspicuously located thereon indicating the governmental facility or use authorized for the property. Such sign or signs may be removed upon the commencement of construction.

<u>Section 4.</u> <u>Order.</u>

a. The site plan shall be submitted to, and meet with the approval of, the Director, after consultation with the Village Manager, upon the submittal of an application for a building permit and/or Certificate of Use and Occupancy; said plan to include among other things, but not

be limited thereto, location of structure or structures, exits and entrances, drainage, wall, fences, landscaping, etc.

b. In the approval of the plan, the plan shall be substantially in accordance with that submitted for the hearing, and as attached hereto. Except as may be specified by any zoning resolution applicable to the subject property, any future additions on the property which conform to Zoning Code requirements will not require further public hearing action.

c. The use shall be established and maintained in accordance with the approved plan.

d. The property shall be posted by a sign or signs conspicuously located thereon indicating the governmental facility or use(s) authorized for the property. Such sign or signs may be removed upon the commencement of construction.

e. This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Village of Palmetto Bay Department of Community Development in connection with the applications, the Village recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this [12th] day of [March], 2007.

Attest:

Meighan Pier
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	Yes
Council Member Paul Neidhart	Yes
Council Member Shelley Stanczyk	Yes
Vice-Mayor Linda Robinson	Yes
Mayor Eugene P. Flinn	Yes

RESOLUTION NO. 07-70

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE MODIFICATION APPLICATION OF 17777 OLD CUTLER, LLC, ALSO KNOWN AS THE PALMETTO BAY VILLAGE CENTER (PBVC), WHICH IS LOCATED AT 17777-18001 OLD CUTLER ROAD, TO PROVIDE FOR A PARKING GARAGE WITH ROOF-TOP AMENITIES AND TEMPORARY PARKING FACILITIES DURING CONSTRUCTION OF THE PERMANENT PARKING STRUCTURE AND MODIFICATION OF SITE PLAN AND COVENANT RELATING TO THE SITE PLAN; PROVIDING FOR PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made applications for a modification of the existing site plan tied to certain covenants in order to construct temporary parking during the construction of a permanent parking structure within the Office Park District (OPD) as described in the staff report of the Community Development Department of the Village of Palmetto Bay, which is attached to this zoning resolution; and,

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Southwood Middle School on June 18, 2007; and,

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application for a modification of the site plan and associated covenants tying the OPD to a prior site plan, is consistent with the Village of Palmetto Bay's Comprehensive Plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the applications, as provided in this resolution.

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

Section 1. A public hearing on the present applications was held on June 18, 2007 in accordance with ordinance. no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to the hearing, the Village Council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1. The applicant, 17777 Old Cutler, LLC, which is also known as Palmetto Bay Village Center ("PBVC") owns and operates the office park at the northeast

corner of SW 184th Street and Old Cutler Road, which property currently maintains the address of 17777-18001 Old Cutler Road, Palmetto Bay, Florida.

2. The property is encumbered by several Declaration of Restrictive Covenants, which covenants regulate certain uses of the property. These declarations are attached and incorporated by reference as exhibit B.

3. The PBVC, specifically requested to modify a set of previously approved plans under Resolution Z-34-89, in order to construct a 356-space parking structure (97.5' in height) with roof top recreational amenities use where a surface parking lot presently exists along with the construction of a temporary parking lot. See Exhibit A.

4. On February 23, 1989, pursuant to Resolution Z-34-89, the Board of Miami Dade County Commissioners approved, with conditions, the applicant's request of an unusual use to permit a parking lot in a zone more restrictive than the use it served; to wit parking of cars in a GU district to serve an Office Park District (OPD) in conjunction with the Modification of Proffered Covenants and Modification of Declaration of Restrictive Covenants via prior Resolution 4-ZAB-143-86 as attached hereto.

5. Under an OPD, the developer is to delineate an open space character for buildings whose principal uses are administrative, professional or research related. The major objectives to be achieved by this district are to provide office complexes in an open space environment, to provide freedom for the designer to take a creative approach to the development of an office park and thereby to enhance the visual quality of the Village. Under an OPD, the principal uses permitted are those associated with office buildings for business, professional and secretarial uses that cater to the provision of services. Retail and industrial activities are not permitted as principal uses. Under an OPD, accessory uses are allowed as of right, provided the accumulated total of all accessory uses does not exceed 15 percent of the total gross interior square footage of the buildings proposed for the site, excluding areas devoted to structured parking. Accessory uses may include personal services, private clubs, print shops, recreational facilities including swimming pools, and other similar uses.

6. The adopted 2005 Village of Palmetto Bay Future Land Use Plan designates the subject property as designated for Village Mixed-Use (VMU), GU and Park Use. The residential densities allowed in this category range from a minimum of 3.0 to a maximum of 14 units per gross acre.

7. VMU also permits non-residential uses such as office and retail with an average floor area ratio (FAR) of 0.5; subject to the limits adopted as part of an approved

"Master Plan" (PBVC Charrette Advisory Committee Report dated September 2004).

8. The adopted 2005 Future Land Use Plan designates the easterly portion of the subject property for environmentally protected parks and the westerly portion of the property for parks and recreation. The remainder of the property is designated VMU.

9. For a modification of a site plan and/or associated covenant, pursuant to Section 33-311(A)(7), of the Miami-Dade County Code, as adopted by the Village, the applicant must demonstrate that the modification of the underlying Resolution and covenant would:

a. not generate excessive noise or traffic;
b. not tend to create a fire or other equally or greater dangerous hazard;
c. not provoke excessive overcrowding of people;
d. not tend to provoke a nuisance; and,
e. be compatible with the area concerned, when considering the necessity and reasonableness of the modification, in relation to the present and future development of the area concerned

10. Under the underlying OPD zoning district the maximum height of any structure is 100 feet. As part of the construction of the parking structure with recreational use, the applicant is seeking to construct a temporary parking lot on that portion of the property which is also zoned OPD in order to satisfy the existing parking needs being temporarily displaced during the construction of the parking structure. The construction is contained within the OPD district and does not affect the GU zoned areas of the PBVC. The modification, if approved by the Village Council, shall also require a modification of the associated declaration of restrictions, so that the attached site plans associated with the declarations correctly reflect the construction, location (site plan) associated with the parking structure and recreational roof top use.

11. The existing covenants for the PBVC, at page four, section 7, indicates that "the [PBVC] will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the office building from Old Cutler Road. All landscaping plans will be submitted to the [Village] for approval prior to implementation." The proposed 97.5 foot high parking structure, according to Dover Kohl, the land planning consulting firm hired by PBVC, does not impact the native vegetation view of Old Cutler Road, as the structure is over 500 feet from Old Cutler Road and the property continues to be buffered by the native vegetation required under the covenant. See attached Exhibit B. Not only does the structure comply with covenant requirements, but, it is also consistent with the height limitations as recommended in the Palmetto Bay Village Center Charrette Advisory Committee Report dated September 2004.

12. As the PBVC is an OPD approved via Resolution, staff has confirmed that all existing and proposed accessory uses for the entire OPD site comply with the provisions of the Resolution and section 33-284.30, and are within the 15 percent cap on accessory uses. The 15 percent cap provides the PBVC with 61,771.65 square feet of allowable accessory uses. Including the modification to include the roof top recreational uses (includes the entire roof deck), PBVC will have utilized approximately 55 percent of allowable accessory use space.

Section 3. Conclusions of law.

1. Pursuant to Section 33-311(A)(7) of the Miami-Dade County Code, as adopted by the Village, the applicant's request to modify the existing site plans to provide for a parking structure, temporary parking during construction and roof-top amenities is hereby granted. The declaration of restrictions which require compliance with prior site plan shall be modified to include compliance with the attached site plan for a parking garage, temporary parking and roof-top amenities.

2. The applicant has submitted a site plan, floor plans and elevations showing the development of the proposed parking structure with recreational roof top amenities. The proposed parking structure with recreational roof top amenities is consistent with the existing use and is in accordance with the Village's adopted Comprehensive Plan and the Declaration of Restrictive Covenants associated with the site.

3. The zoning code provides a required minimum level of parking. It does not preclude a development from including additional parking from that beyond required by zoning. The Village Council accepts the proffered covenant amending the site plan to include the parking structure would allow the applicant to provide additional parking and recreational amenities for the existing Office Park Complex.

4. The Land Use Map of the Comprehensive Plan designates this site for Village Mixed-Use which would allow the construction of a parking structure with roof top recreational amenities. (Remainder of property is designated Park Use and GU). The parking structure does not add habitable or leaseable space, the Village Council finds that it will not generate excessive noise or traffic, does not pose any greater fire hazard, contribute to overcrowding of people, will not provoke a nuisance nor be incompatible with the area concerned.

Section 4. Order.

Additional conditions.

The Village Council approves the modification request pursuant to 33-311(A)(7), provided the following conditions are complied with:

1. The applicant, PBVC, executes and records the proffered covenant to modify the existing Declaration of Restrictions in order to reflect the modified site plan approved by the village council. The modified site plan shall be identified as: as prepared by GAIL BYRON BALDWIN ARCHITECTS Inc., consisting of 16 sheets, dated stamped received 5/25/2007. In no other way shall the existing covenants be modified or superseded.

2. The applicant must meet the minimum requirements of Chapter 24 of the Code of Miami-Dade County and comply with all DERM conditions as set forth in their memorandum pertaining to this application, once submitted.

3. The applicant must meet the minimum requirements of all other applicable departments/agencies as part of the building permit submittal process, including the Florida Department of Community Affairs.

4. The applicant shall relocate all existing trees affected by the proposed temporary parking areas and permanent parking structure to another location within the OPD site.

5. The applicant shall provide an additional grouping of native trees and landscaping at the northern boundary of the site to restore the visual buffer and lost canopy. The applicant shall submit a landscape plan to be reviewed and approved by the Village.

6. The color of the proposed parking structure shall be consistent with existing buildings on site.

7. Once the permanent parking structure is constructed the PBVC shall remove all evidence of the temporary parking area and restore the area to its pre-existing green condition.

8. The applicant shall provide improvements to the Old Cutler Bike Path for that portion of the path adjacent to the subject property, as recommended in the Old Cutler Bike Path Committee Report, accepted by the Village Council in May 2007. The applicant shall work with the Village as to the timing of construction of the Bike Path amenities, including lighting of same.

This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Village's Department of Community Development in connection with the applications, the county recommendation and attached

cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 21st day of June, 2007.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

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

RESOLUTION NO. 08-19

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE MODIFICATION APPLICATION OF THE VILLAGE OF PALMETTO BAY AS PROPOSED EASEMENT HOLDER OF APPROXIMATELY 2.10 ACRES AND OF 17777 OLD CUTLER, LLC, ALSO KNOWN AS THE PALMETTO BAY VILLAGE CENTER (PBVC), WHICH IS LOCATED AT 17777-18001 OLD CUTLER ROAD, TO PROVIDE FOR A PARKING AREA AND CONSTRUCTION STAGING FOR THE VILLAGE'S LUDOVICI PARK AND PUBLIC LIBRARY; AND MODIFICATION OF SITE PLAN AND COVENANT RELATING TO THE SITE PLAN; PROVIDING FOR PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made applications for a modification of the existing site plan tied to certain covenants in order to provide a parking facility on the most Northern 2.10 acres, approximately, of the Palmetto Bay Village Center (PBVC) site to be used by the public in conjunction with the Village's Ludovici Park and Public Library as described in the staff report of the Community Development Department of the Village of Palmetto Bay, which is attached to this zoning resolution; and,

WHEREAS, 17777 Old Cutler, LLC, also known as the Palmetto Bay Village Center (PBVC) has agreed to provide the Village with a perpetual parking easement on approximately 2.10 acres of land to be used in conjunction with the Village's Ludovici Park and Public Library; and,

WHEREAS, prior to any such use, the modification of the approved site plan for the PBVC would require a modification to reflect the parking lot, and ensure compliance with the underlying Declaration of Restrictive Covenants, to wit: ensure the landscaping visual buffer along Old Cutler Road; and,

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Southwood Middle School on February 25, 2008; and,

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application for a modification of the site plan and associated covenants tying the property to a prior site plan, is consistent with the Village of Palmetto Bay's Comprehensive Plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the applications, as provided in this resolution.

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

Section 1. A public hearing on the present applications was held on February 25, 2008, in accordance with ordinance. no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to the hearing, the Village Council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1.. The applicants are the Village of Palmetto Bay and 17777 Old Cutler, LLC, which is also known as Palmetto Bay Village Center ("PBVC"). PBVC owns and operates the office park at the northeast corner of SW 184th Street and Old Cutler Road, which property currently maintains the address of 17777-18001 Old Cutler Road, Palmetto Bay, Florida.

2. The property is encumbered by several Declaration of Restrictive Covenants, which covenants regulate certain uses of the property. These declarations are attached and incorporated by reference as exhibit A.

3. The Village desires to construct a public park and library at a property adjacent to the PBVC, at 17641 Old Cutler Road. The PBVC has agreed to provide a perpetual easement to the Village to allow access to the Northernmost 2.10 acres of the PBVC site to the general public and to the Village for a parking and access easement area. However, prior to allowing any such access easement, the PBVC is required to seek a modification of the existing site plan for the site, and seek zoning approval to allow the parking use at the 2.10 acre area. As such, the PBVC, specifically requests to modify a set of previously approved plans under Village of Palmetto Bay zoning resolution 07-06 and Miami-Dade County zoning resolution Z-34-89, in order to allow the Village to construct a surface parking area to be used by the general public in conjunction with the public park and library. See Exhibit B. The proposed public parking lot is within the OPD district approved by the Board of County Commissioners on February 23,1989, pursuant to zoning resolution Z-34-89.

4. On February 23, 1989, pursuant to zoning resolution Z-34-89, the Board of Miami Dade County Commissioners approved, with conditions, the applicant's request of an unusual use to permit a parking lot in a zone more restrictive than the use it served; to wit parking of cars in a GU district to serve an Office Park District (OPD) in conjunction with the Modification of Proffered Covenants and Modification of Declaration of Restrictive Covenants via prior Resolution 4-ZAB-143-86 as attached hereto.

5. Under an OPD, the developer is to delineate an open space character for buildings whose principal uses are administrative, professional or research related. The major objectives to be achieved by this district are to provide office complexes in an open space environment, to provide freedom for the designer to take a creative approach to the development of an office park and thereby to enhance the visual quality of the Village. Under an OPD, the principal uses permitted are those associated with office buildings for business, professional and secretarial uses that cater to the provision of services. Retail and industrial activities are not permitted as principal

uses. Under an OPD, accessory uses are allowed as of right, provided the accumulated total of all accessory uses does not exceed 15 percent of the total gross interior square footage of the buildings proposed for the site, excluding areas devoted to structured parking. Accessory uses may include personal services, private clubs, print shops, recreational facilities including swimming pools, and other similar uses.

6. On June 18, 2007, the Village Council pursuant to Village zoning resolution 07-06, approved, with conditions, the PBVC's request to modify a set of previously approved plans that were authorized under Miami-Dade County zoning resolution Z-34-89, in order to construct a 356-space parking structure (97.5' in height) with roof top recreational amenities use where a surface parking lot presently exists along with the construction of a temporary parking lot.

7. On March 12, 2007, pursuant to zoning resolution 07-31, the Village Council pursuant to 33-303 of the Miami-Dade County Code, as adopted by the Village, changed the use of the library and park site located at 17641 Old Cutler Road from residential to allow a governmental facility to be constructed. This change of use was found consistent with the Village's Comprehensive Plan and Future Land Use Map, which designated the site for Parks and Recreation as well as Institutional and Public Facility use. The Institutional and Public Facility designation entitles an area to be used to construct, amongst other things, a library.

7. The adopted 2005 Village of Palmetto Bay Future Land Use Plan designates the PBVC property as designated for Village Mixed-Use (VMU), GU and Park Use. The residential densities allowed in this category range from a minimum of 3.0 to a maximum of 14 units per gross acre. The 2.10 acres in question in this zoning application are within the OPD district, adjacent to the Parks and Recreation designated areas for the site.

8. The adopted 2005 Future Land Use Plan designates the easterly portion of the subject property for environmentally protected parks and the westerly portion of the property for parks and recreation. The remainder of the property is designated VMU.

9. The Future Land Use Map specifically illustrates park and recreation areas. Compatible parks continue to be encouraged in all residential land use categories and may continue to be allowed in all other future land use categories. The siting and use of future public and private parks and recreation areas shall be guided by the Recreation and Open Space Element and the Capital Improvements Element of the Comprehensive Plan. The maximum intensity for ancillary uses associated with the Parks and Recreation designation shall not exceed a floor area ration (FAR) of 0.2.

10. The Village's Ludovici Park and Public Library received a change of use, to allow the construction of the proposed Library and park

11. For a modification of a site plan and/or associated covenant, pursuant to Section 33-311(A)(7), of the Miami-Dade County Code, as adopted by the Village, the applicant must demonstrate that the modification of the underlying Resolution and covenant would:

a. not generate excessive noise or traffic;
b. not tend to create a fire or other equally or greater dangerous hazard;
c. not provoke excessive overcrowding of people;
d. not tend to provoke a nuisance; and,
e. be compatible with the area concerned, when considering the necessity and reasonableness of the modification, in relation to the present and future development of the area concerned

12. The modification, if approved by the Village Council, shall require a modification of the associated declaration of restrictions, so that the attached site plans associated with the declarations correctly reflect the construction, location (site plan) associated with the proposed public parking lot on approximately the northernmost 2.10 acres.

13. The existing covenants for the PBVC, at page four, section 7, indicates that "the [PBVC] will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the office building from Old Cutler Road. All landscaping plans will be submitted to the [Village] for approval prior to implementation." The proposed parking lot is not intended to not impact the native vegetation view of Old Cutler Road, and the Village shall be required to comply with the underlying Declaration of Restrictions to ensure the visual landscape buffer is maintained along the 2.10 acre areas by the Village. The remainder of the landscape buffer along Old Cutler Road shall be the responsibility and obligation of the PBVC. See attached Exhibit B.

Section 3. Conclusions of law.

1. Pursuant to Section 33-311(A)(7) of the Miami-Dade County Code, as adopted by the Village, the applicant's request to modify the existing site plans to provide for a parking lot along approximately the northernmost 2.10 acres for a public parking lot and public access easement area is hereby granted. The declaration of restrictions which require compliance with prior site plan shall be modified to include compliance with the attached site plan.

2. The applicant has submitted a site plan for the surface parking lot. The proposed parking lot is consistent with the existing use and is in accordance with the Village's adopted Comprehensive Plan and the Declaration of Restrictive Covenants associated with the site. The property shall comply with prior site plan approvals and all covenants and restrictions.

3. The zoning code provides a required minimum level of parking. It does not preclude a development from including additional parking from that beyond required by zoning, particularly as the parking area is to serve the Village's adjacent park and library at

the site 17641 Old Cutler Road. The Village Council accepts the proffered covenant amending the site plan to include the parking lot would allow the applicant to provide additional parking and recreational amenities for the entire Village community.

4. The Land Use Map of the Comprehensive Plan designates this site for Village Mixed-Use which would allow the construction of a parking lot for the Village, as a large portion of the PBVC is designated for Park Use and GU. The parking lot does not add habitable or leaseable space and is a benefit to the community at large. Based upon the foregoing, the Village Council finds that it will not generate excessive noise or traffic, does not pose any greater fire hazard, contribute to overcrowding of people, will not provoke a nuisance nor be incompatible with the area concerned.

Section 4. Order.

Additional conditions.

The Village Council approves the modification request pursuant to 33-311(A)(7), provided the following conditions are complied with:

1. The applicant, PBVC, executes and records the proffered covenant to modify the existing Declaration of Restrictions in order to reflect the modified site plan approved by the Village Council, to include prior approvals and this approval. The addition of the modified site plan shall be identified as: as prepared by Wolfberg Alvares date stamped received October 31, 2007, and shall continue to include all prior site plans identified in prior recorded declaration of restrictive covenants. In no other way shall the existing covenants be modified or superseded.

2. The applicant must meet the minimum requirements of Chapter 24 of the Code of Miami-Dade County and comply with all DERM conditions as set forth in their memorandum pertaining to this application, once submitted.

3. The applicants must meet the minimum requirements of all other applicable departments/agencies as part of the building permit submittal process, including the Florida Department of Community Affairs.

4. The Village shall attempt to relocate all existing trees affected by the proposed temporary parking areas and permanent parking structure to another location within the OPD site.

5. The Village shall provide an additional grouping of native trees and landscaping at the northern boundary of the site to restore the visual buffer and lost canopy. The applicant shall submit a landscape plan to be reviewed and approved by the Village.

This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Village's Department of Community Development in connection with the applications, the county recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 3rd day of March, 2008.

Attest: _____
Meighan Rader
Village Clerk

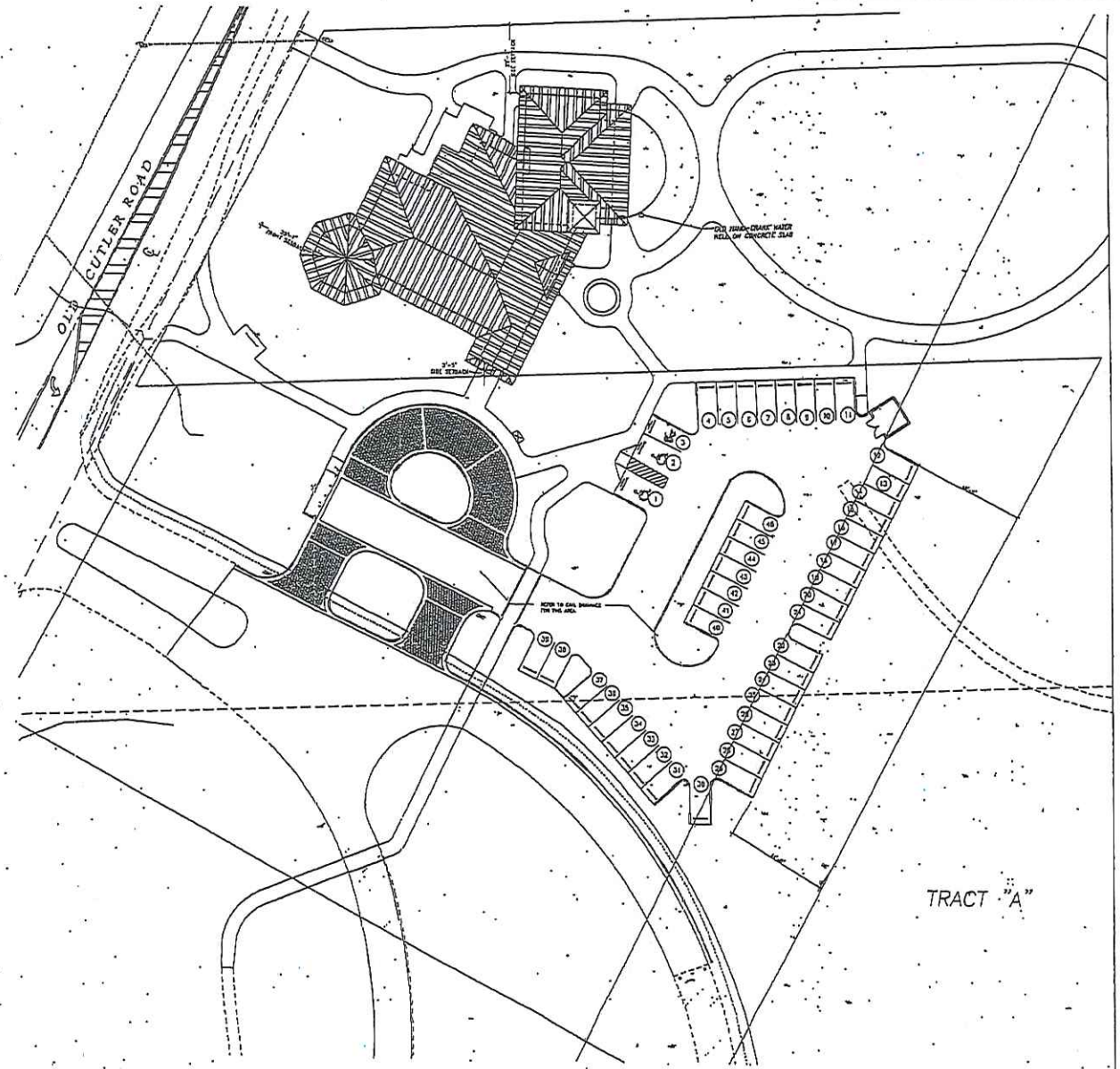
_____
Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

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



ARCHITECTURAL SITE PLAN
SCALE: 1/16" = 1'-0"

VILLAGE OF PALMETTO BAY LIBRARY

17641 OLD CUTLER ROAD
VILLAGE OF PALMETTO BAY, FLORIDA 33157

ISSUE DATE 04/30/07
REVISION DATE
YA PROJECT NO.: 25017.00
CADD FILE NAME A2.01.DWG
DRAWING TITLE ENLARGE SITE PLAN
SHEET NUMBER A2.01
OF

ORDINANCE NO. 08-09

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE'S CODE OF ORDINANCES, CHAPTER 30 ENTITLED "ZONING," CREATING SECTION 30-50.20, ENTITLED "VILLAGE MIXED USE" DISTRICT (VMU); WHICH SECTION SHALL BE PART OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE CREATION OF THE VMU DISTRICT ON APPROXIMATELY 41.59 ACRES WITHIN 17777 – 18001 OLD CUTLER ROAD; AND ,REZONING THE DESIGNATED AREA TO THE "VILLAGE MIXED USE" DISTRICT; PROVIDING FOR DEFINITIONS, USES, GENERAL BUILDING REQUIREMENTS (DENSITY, HEIGHT, PARKING), AND PROCEDURES FOR ADMINISTRATIVE SITE PLAN REVIEW; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay pursuant to the Village's adopted Comprehensive Plan have pledged to develop a Land Development Code tailored to the needs of the Village's residents and properties; and,

WHEREAS, the Village has created Chapter 30 of the Village's Code of Ordinances entitled "Zoning," which Chapter shall be divided into divisions relating to separate subjects and which Chapter shall be considered the Village's Land Development Code; and,

WHEREAS, the Mayor and Village Council desire to create, consistent with the Village's Comprehensive Plan, a zoning district known as "Village Mixed Use," which provisions shall be found at Division 50, Section 20 of Chapter 30, entitled "Village Mixed Use" (VMU) District relating to the creation of a new zoning district within the Village to allow for a mixture of residential and commercial uses on a portion of the property known as the Palmetto Bay Village Center owned by 17777 Old Cutler Road, LLC; and,

WHEREAS, the Mayor and Village Council desire to amend the official zoning map to reflect the creation of the VMU district on approximately 41.59 acres within 17777 – 18001 Old Cutler Road; and,

WHEREAS, the VMU district provides for definitions, uses, general building requirements (density, height, parking), and procedures for administrative site plan review; and,

WHEREAS, the Village Mixed Use District is consistent with the Comprehensive Plan and in accordance with the Future Land Use Map, and,

WHEREAS, the Mayor and Village Council desire to adopt 30-50.20 as part of the Village's Land Development Code.

ORDINANCE NO. 08-09

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE'S CODE OF ORDINANCES, CHAPTER 30 ENTITLED "ZONING," CREATING SECTION 30-50.20, ENTITLED "VILLAGE MIXED USE" DISTRICT (VMU); WHICH SECTION SHALL BE PART OF THE VILLAGE'S LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP TO REFLECT THE CREATION OF THE VMU DISTRICT ON APPROXIMATELY 41.59 ACRES WITHIN 17777 – 18001 OLD CUTLER ROAD; AND ,REZONING THE DESIGNATED AREA TO THE "VILLAGE MIXED USE" DISTRICT; PROVIDING FOR DEFINITIONS, USES, GENERAL BUILDING REQUIREMENTS (DENSITY, HEIGHT, PARKING), AND PROCEDURES FOR ADMINISTRATIVE SITE PLAN REVIEW; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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WHEREAS, the Mayor and Village Council desire to amend the official zoning map to reflect the creation of the VMU district on approximately 41.59 acres within 17777 – 18001 Old Cutler Road; and,

WHEREAS, the VMU district provides for definitions, uses, general building requirements (density, height, parking), and procedures for administrative site plan review; and,

WHEREAS, the Village Mixed Use District is consistent with the Comprehensive Plan and in accordance with the Future Land Use Map, and,

WHEREAS, the Mayor and Village Council desire to adopt 30-50.20 as part of the Village's Land Development Code.

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

Section 1. The Village of Palmetto Bay hereby creates Section 30-50.20 of the Village's Land Development Code, which shall read as follows:

* * *

30-50.20 VMU, VILLAGE MIXED USE DISTRICT.

(a) Purpose, Intent and Applicability.

The purpose of the Village Mixed Use District (VMU) is to offer residents and visitors an expanded range of opportunities to live and work within the Village, by creating a mixed-use development with the characteristics of a pedestrian oriented neighborhood that promotes the health and well being of its residents by encouraging physical activity, alternative transportation and greater social interaction. By enacting the VMU, the Village shall:

(1) Create and preserve an interconnected system of green space to protect Biscayne Bay;

(2) create an inviting mixed-use, pedestrian-friendly environment and a new use predominately comprised of high-end housing for older persons;

(3) establish a postcard-quality town scene that will be a symbol of the caliber, character and identity of the Village of Palmetto Bay; and

(4) protect and enhance scenic Old Cutler Road, minimizing any visual impacts from proposed development.

The boundaries shown in attached Figure 1 shall constitute the Village Mixed Use District boundary plan with all areas therein designated as zoned within the requirements of the ordinance.

(b) No provision in this Section 30-50.20 shall be applicable to any property lying outside the boundaries of the Village Mixed-Use District ("VMU").

(c) Definitions.

Terms used throughout this zoning district, under Section 30-50.20 shall take their commonly accepted meaning unless otherwise defined in other Village Code provisions. Terms requiring interpretation specific to this zoning district are as follows:

Grade: The established grade of the Property shall be established at the crown of the public road, as defined by this division, adjoining the Property.

Property: The entire land (Figure 1) within the VMU District, regardless of ownership.

Residential Building Type: one of the following residential building types permitted in the VMU District: Rowhouses/Townhouses or Senior Housing (as hereinafter defined).

Rowhouses/Townhouses: a single-family attached dwelling unit of a group of two (2) or more units each separated from the adjoining unit by a common party firewall or slab. Each common party fire wall shall extend to the roof line or above the roof of units that it serves or otherwise meet fire code separation requirements. Each Rowhouse/Townhouse unit shall be serviced with separate utilities and shall otherwise be independent of any other unit. Notwithstanding the above, these units may be stacked one over the other, and may be placed above or beside a shared garage and/or storage area.

Senior Housing: attached dwelling units, intended to be "housing for older persons" as such phrase is defined in Section 760.29 (4) Florida Statutes, which may also include ancillary offices and dining and entertainment space; as well as medical and nursing services, long term care, assisted living, continuing care, transitional or hospice uses which shall be limited to use by residents of the Senior Housing. To the extent the provision of these ancillary services requires the use of a separate bedroom apart from a resident's unit for overnight stays, each such bedroom shall be considered a residential unit. Notwithstanding the foregoing, the nursing and medical services to be provided as an accessory or ancillary use to senior housing shall not allow for the establishment or creation within the VMU district of a state licensed hospital or a "skilled nursing facility" as such term is defined by section 1819 of the Social Security Act. Notwithstanding the preceding sentence, as an exception thereto, ancillary nursing and medical services may serve, at any one time, no more than 20 percent of the Senior Housing residents.

(d) Uses.

Uses are allowed in the VMU as provided for in this subsection. However, these uses shall not be deemed or construed to prohibit a continuation of any structure, use or occupancy in the VMU that were existing as of the date of the effective date of this ordinance.

(1) Permitted Uses.

a. Residential uses. Residential uses are permitted in the VMU as provided below in accordance with the Village's adopted Comprehensive Plan and the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida.

(i) Multi-family residential Rowhouses/Townhouses up to 100 units

(ii) Senior Housing, intended to comply with 760.29, Florida Statutes, in the form of multi-family condominiums or apartments up to 300 residential units

b. Mixed uses. The vertical or horizontal integration of two (2) or more of residential, business and office, and other permissible uses. Vertical integration allows any combination of primary uses. Horizontal integration allows any combination of parcels with different primary uses within the VMU. The following uses shall be permitted, either as a mixed use or on their own:

i. auditoriums;

ii. banks;

iii. banquet, convention or meeting halls;

iv. beauty parlors, spa services and barber shops;

v. civic uses, except schools;

vi. day care center and nursery;

vii. dry cleaning, pick up and drop off only;

viii. fire stations or substations;

ix. medical and dental offices; professional and general business offices; government offices;

x. health clubs and private clubs;

xi. hotel;

xii. museums;

xiii. newsstands;

xiv. public parks; preserve areas;

xv. recreational facilities; entertainment amphitheatre or stages; tennis courts; court games; putting greens, swimming pools;

xvi restaurants, coffee houses, cafeterias, delicatessens;

xvii. rowhouses/townhouses;

xviii. retail uses and service convenience uses;

xix. senior housing; and

xx. shoe repair shops.

c. Additional Uses. Approval of additional uses other than as set forth in i. through xx. above would require Village Council approval of the use provided such uses would not have an unfavorable effect on the economy of the Village, would not generate or result in excessive noise or traffic, cause undue or excessive burden on public facilities, including water, sewer, solid waste disposal, recreation, transportation, streets, roads, highways or other such facilities which have been constructed or which are planned and budgeted for construction, are accessible by private or public roads, streets or highways, when considering the necessity for and reasonableness of such applied for use in relation to present and future development of the area concerned and the compatibility of the applied for use with such area and its development.

(2) Prohibited Uses.

Schools, public or private.

(e) General Requirements. These requirements shall not be deemed or construed to prohibit a continuation or restoration after casualty of any structure, use or occupancy in the VMU that was existing as of the date of the effective date of this ordinance.

(1) Buildings.

a. Heights. All height restrictions herein are deemed as consistent with the intent of the previously enacted Village of Palmetto Bay Comprehensive Plan which established parameters for this VMU district. Furthermore, all height restrictions must remain in conformity with any existing deed restrictions, declarations, or covenants in effect as to any lands within the VMU district. Multi-family Rowhouse/Townhouse units shall not exceed 70 feet above grade in height. Multi-family Senior Housing facilities shall not exceed 85 feet above grade in height. Non-residential buildings shall be no higher than 85 feet above grade in height. This shall not preclude, above such height restrictions, antennae, elevator and roof equipment, stairway roof access and railings or similar safety barrier, as long as said structures are not visible from the property line of the VMU district at Old Cutler Road.

b. Spaces. All buildings and building groups shall provide a minimum of ten (10) feet between each building or building groups

unless attached. Rowhouses/Townhouses shall provide a minimum of ten (10) feet between building groups.

c. Building placement and buildable area:

i. Minimum lot width, depth and size for Rowhouse/Townhouse: 24 feet wide by 30 feet deep. No Rowhouse/Townhouse shall be smaller than 600 square feet, and the average size of the Rowhouses/Townhouses in any grouping shall be a minimum of 800 square feet.

ii. Maximum lot coverage: Maximum lot coverage shall be 35 percent times gross lot area. The maximum lot coverage may be calculated by measurement of the entire VMU district with lot area coverage allocated by covenant or declaration of the property owners within the Property. Areas covered by water features, access roads, seawalls, sidewalks and other installations which are not habitable building space shall be considered as open space in calculations under this ordinance.

d. Allocation of development rights: All development rights shall be allocated by covenant or declaration of the property owners within the VMU. Development density shall be governed by height limitations, maximum lot coverage, and residential unit density and not by any other reference in the Land Development Code to floor area ratios, except for non-residential uses which shall not exceed a floor area ratio of 0.5.

e. Density: Overall density for all residential units on the Property, including Senior Housing facilities, shall be a minimum of 3.0 and a maximum of 14.0 dwelling units per gross acre, all as consistent with the Comprehensive Plan of the Village.

f. Covenant in lieu of unity of title: All property owners within the VMU shall, notwithstanding any provision herein, be obliged to abide by the conditions of any covenant in lieu of unity of title of record applicable to the lands in the VMU.

g. Parking.

i. Multi-story parking garages, parking lots and on-street parking on private roads shall count toward all parking requirements. Individual parking garages for Rowhouses/Townhouses shall count toward the parking requirement. Required parking for square footage and uses added after the effective date of this Ordinance shall be:

ii. All permissible uses set forth herein, except residential and medical not contained within a Senior Housing facility: One (1) parking space for each 350 square feet, or portion

thereof, of net floor area, measured as the floor area less stairwells, balconies, hallways, lobbies, elevator shafts and all vertical penetrations.

iii. Multiple family dwelling units: One (1) parking space for each bedroom, up to two (2) bedrooms, and then one (1) parking space for every two (2) bedrooms thereafter.

iv. Senior Housing: A minimum of one (1) parking space per dwelling unit, up to the first two (2) bedrooms, and then, a half-space (.50) parking space for every bedroom thereafter.

v. Shared parking for non-residential uses may be allowed by the Director to meet the code required parking requirements, upon a review of the type of use, the level of projected use and the hours of operation compared to other uses on the Property.

vi. Medical: Other than medical uses which are contained within any Senior Housing facility, one (1) parking space for each 200 square feet, or portion thereof, of net floor area, measured as the floor area less stairwells, balconies, hallways, lobbies, elevator shafts and all vertical penetrations.

(f) Signs.

Signage shall be permitted on the exterior of any structure, not to exceed five (5) percent of the square footage area of the exterior facade of any structure. Monument signage shall also be permitted, not to exceed ten (10) feet in height.

(g) Entrance Features.

Entrance features shall be permitted upon a showing that the location and means of access do not create a visual obstruction that results in a traffic hazard, are complimentary in character and scale to the development on the Property, and are maintained in a manner acceptable to the Department.

(h) Hurricane Evacuation.

The property owner(s) shall create, enforce and implement a hurricane evacuation plan for its residents. All costs associated with the plan's implementation shall be borne by the master association which governs and enforces regulations applicable to all property owners in the district. The Village shall bear no costs associated with hurricane evacuation procedures required to be in full force and effect within the VMU.

(i) Non-conforming Structures, Uses, and Occupancies.

Nothing contained in this Section 30-50.20 shall be deemed or construed to prohibit a continuation or restoration after casualty of a legal nonconforming structure, use or occupancy in the VMU District that was existing as of the effective date of this ordinance.

(j) Review Procedure/Administrative Site Plan Review.

All applications for development approval within the VMU that are not otherwise permitted as nonconforming uses or structures shall comply with the requirements of Sections 30-30.5 and this section and with the site plan review criteria contained therein. Developments shall be processed and approved administratively or by Village Council action, as applicable, as follows:

(1) Administrative site plan review.

a. The Department shall review plans, including all materials required under Section 30-30.5 for completeness and compliance with the provisions of Sections 30-30.5 and 30-50.20, and for compliance with the site plan review criteria provided therein, including but not limited to traffic analysis.

b. This requirement shall be in addition to any declaration or covenant effecting the Property that imposes greater or different standards of review, including but not limited to any Covenant in Lieu of Unity of Title requiring public hearing and compliance with existing site plans absent such hearing and Village Council action, administrative review, notice and public meetings and hearings; and/or all other existing or future restrictions, which shall remain in full force and effect.

c. Conflicts. Conflicts with other sections, divisions and regulations. This section shall govern the VMU district in the event of conflicts with other zoning, subdivision or landscape regulations of this code.

(k) Public access to the general public of the VMU District's walking paths, trails, path around the existing lagoon, and bike paths shall be provided during daylight hours, with all parties utilizing said designated areas holding harmless the owners within the VMU and entering at their own risk. This public access shall provide a network of spaces available to the general public and interconnect the green spaces of the VMU District to the remainder of Village. Public access to this network of walkways and trails is consistent with the Village's Comprehensive Plan and more specifically, pages 3 and 9 of the underlying charrette report approving the creation of the VMU District. In no manner may residents trespass on other areas of the VMU District which are not within the above designated areas and the owners of property within the VMU district may develop reasonable regulations relating to the manner, and extent of use of the public access walkways, paths, and trails, provided that the above referenced hours shall not be modified except in the case of emergency involving public safety or the establishment of special events that require

limited access during the duration of the event. The VMU property owners shall be entitled to reconfigure the walkways and trails subject to public access. so long as interconnection to the remainder of the Village is preserved.

* * *

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

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

Section 4. 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. This ordinance shall take effect immediately.

PASSED AND ENACTED this 9th day of June, 2008. (executed July 16, 2008)

First Reading: May 12th, 2008

Second Reading: June 9, 2008

Attest: Meighan Rader
Meighan Rader,
Village Clerk

Linda M. Robinson
Eugene P. Flinn, Jr.,
Mayor (Vice Mayor Robinson in his absence)

APPROVED AS TO FORM:

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

FINAL VOTE AT ADOPTION:

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

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

1035 STATE ROAD 7, SUITE 315-23, WELLINGTON, FL 33414 TEL. No. 561-314-0769 FAX No. 561-314-0770

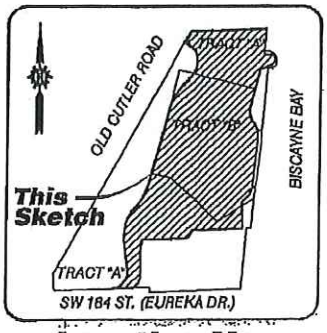
RECORDING AREA

SKETCH OF A PORTION OF TRACTS "A" & "B"
BURGER KING WORLD HEADQUARTERS, P.B. 127, PG 86, D.C.R.

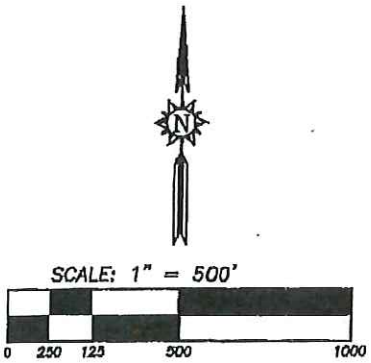
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	116.91'	29.08'	29.01'	S83°25'34"E	14°15'06"
C6	52.68'	69.23'	64.35'	S35°14'33"E	75°17'29"
C7	52.27'	57.52'	54.66'	S34°19'12"W	63°02'29"
C8	181.21'	177.00'	170.05'	S16°10'07"E	55°57'47"
C9	183.40'	131.00'	128.23'	S17°22'40"E	40°55'26"
C10	162.36'	103.13'	101.40'	S24°22'22"W	36°23'33"
C11	229.96'	75.73'	75.39'	S52°00'11"W	18°52'05"
C12	52.50'	27.73'	27.41'	N55°52'57"E	30°16'07"
C13	116.02'	76.84'	75.44'	N12°21'54"E	37°56'52"
C14	498.45'	182.52'	181.50'	N02°52'51"E	20°58'50"
C15	309.63'	131.92'	130.93'	N25°34'37"E	24°24'41"
C16	555.99'	176.86'	176.12'	N21°56'05"E	18°13'33"
C17	289.00'	182.41'	179.39'	N29°33'22"E	36°09'46"
C18	709.44'	167.48'	167.09'	N37°25'19"E	13°31'33"
C19	199.86'	207.63'	198.42'	N01°47'37"W	59°31'23"
C20	363.84'	116.78'	116.28'	N52°30'14"W	18°23'22"

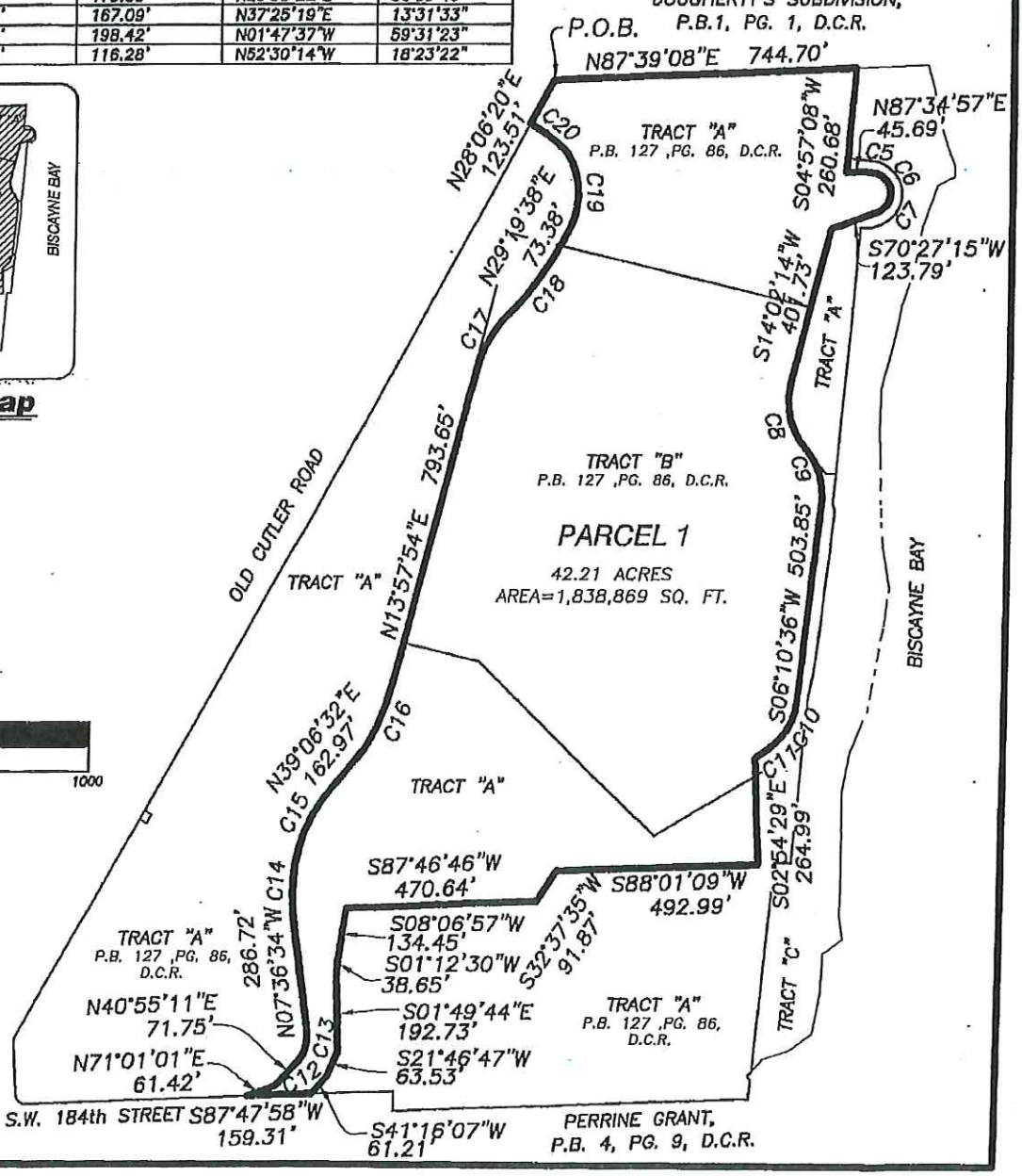
LEGEND:

D.C.R. . . . .MIAMI-DADE COUNTY RECORDS
C5 . . . . .CURVE NUMBER 5
P.B. . . . . .PLAT BOOK
PG. . . . . .PAGE
P.O.B. . . . .POINT OF BEGINNING



Location Map
NOT TO SCALE





SHEET 1 OF 3

FL00[illegible]-0224B

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551

1035 STATE ROAD 7, SUITE 315-23, WELLINGTON, FL 33414 TEL. No. 561-314-0769 FAX No. 561-314-0770

RECORDING AREA

SKETCH OF A PORTION OF TRACTS "A" & "B"
BURGER KING WORLD HEADQUARTERS, P.B. 127, PG 86, D.C.R.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACTS "A" AND "B", BURGER KING WORLD HEADQUARTERS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 127, PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINS AT THE NORTHWEST CORNER OF TRACT "A" OF SAID BURGER KING WORLD HEADQUARTERS PLAT;

THENCE N.87°39'08"E., ALONG THE NORTH LINE OF SAID TRACT "A" AS SHOWN ON SAID BURGER KING WORLD HEADQUARTERS PLAT, A DISTANCE OF 744.70 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "A";

THENCE S.04°57'08"W., ALONG SAID EAST LINE AND THE SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 260.68 FEET;

THENCE N.87°34'57"E., A DISTANCE OF 45.69 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A CHORD BEARING OF S.83°25'34"E.;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 116.91 FEET AND A CENTRAL ANGLE OF 14°15'06" FOR AN ARC DISTANCE OF 29.08 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A CHORD BEARING OF S.35°14'33"E.;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 52.68 FEET AND A CENTRAL ANGLE OF 75°17'29" FOR AN ARC DISTANCE OF 69.23 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CHORD BEARING OF S.34°19'12"W.;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 52.27 FEET AND A CENTRAL ANGLE OF 63°02'29" FOR AN ARC DISTANCE OF 57.52 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.70°27'15"W., A DISTANCE OF 123.79 FEET;

THENCE S.14°02'14"W., A DISTANCE OF 401.73 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A CHORD BEARING OF S.16°10'07"E.;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 181.21 FEET AND A CENTRAL ANGLE OF 55°57'47" FOR AN ARC DISTANCE OF 177.00 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CHORD BEARING OF S.17°22'40"E.;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 183.40 FEET AND A CENTRAL ANGLE OF 40°55'26" FOR AN ARC DISTANCE OF 131.00 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.06°10'36"W., A DISTANCE OF 503.85 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF S.24°22'22"W.;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 162.36 FEET AND A CENTRAL ANGLE OF 36°23'33 FOR AN ARC DISTANCE OF 103.13 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE TO THE NORTHWEST, HAVING A CHORD BEARING OF S.52°00'11"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 229.96 FEET AND A CENTRAL ANGLE OF 18°52'05" FOR AN ARC DISTANCE OF 75.73 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.02°54'29"E., A DISTANCE OF 264.99 FEET;
THENCE S.88°01'09"W., A DISTANCE OF 492.99 FEET;

THENCE S.32°37'35"W., A DISTANCE OF 91.87 FEET;
THENCE S.87°46'46"W., A DISTANCE OF 470.64 FEET;

THENCE S.08°06'57"W., A DISTANCE OF 134.45 FEET;
THENCE S.01°12'30"W., A DISTANCE OF 38.65 FEET;

THENCE S.01°49'44"E., A DISTANCE OF 192.73 FEET;
THENCE S.21°46'47"W., A DISTANCE OF 63.53 FEET;

THENCE S.41°16'07"W., A DISTANCE OF 61.21 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";
THENCE S.87°47'58"W., ALONG SAID SOUTH LINE, A DISTANCE OF 159.31 FEET;

THENCE N.71°01'01"E., A DISTANCE OF 61.42 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A CHORD BEARING OF N.55°52'57"E;

SKETCH No. FL00805-0224B

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551
1035 STATE ROAD 7, SUITE 315-23, WELLINGTON, FL 33414 TEL. No. 561-314-0769 FAX No. 561-314-0770

RECORDING AREA

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 52.50 FEET AND A CENTRAL ANGLE OF 30°16'07" FOR AN ARC DISTANCE OF 27.73 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.40°55'11"E., A DISTANCE OF 71.75 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF N.12°21'54"E.;

THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 116.02 FEET AND A CENTRAL ANGLE OF 37°56'52" FOR AN ARC DISTANCE OF 76.84 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.07°36'34"W., A DISTANCE OF 286.72 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 498.45 FEET AND A CENTRAL ANGLE OF 20°58'50" FOR AN ARC DISTANCE OF 182.52 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 309.63 FEET AND A CENTRAL ANGLE OF 24°24'41" FOR AN ARC DISTANCE OF 131.92 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.39°06'32"E., A DISTANCE OF 162.97 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF N.21°56'05"E;

THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 555.99 FEET AND A CENTRAL ANGLE OF 18°13'33" FOR AN ARC DISTANCE OF 176.86 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.13°57'54"E., A DISTANCE OF 793.65 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CHORD BEARING OF N.29°33'22"E.;

THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 289.00 FEET AND A CENTRAL ANGLE OF 36°09'46" FOR AN ARC DISTANCE OF 182.41 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CHORD BEARING OF N.37°25'19"E;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 709.44 FEET AND A CENTRAL ANGLE OF 13°31'33" FOR AN ARC DISTANCE OF 167.48 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.29°19'38"E., A DISTANCE OF 73.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A CHORD BEARING OF N.01°47'37"W.;

THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 199.86 FEET AND A CENTRAL ANGLE OF 59°31'23" FOR AN ARC DISTANCE OF 207.63 TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 363.84 FEET AND A CENTRAL ANGLE OF 18°23'22" FOR AN ARC DISTANCE OF 116.78 FEET TO A POINT ON A NON-TANGENT LINE. SAID POINT ALSO BEING ON THE WEST LINE OF SAID TRACT "A";

THENCE N.28°06'20"E, ALONG SAID WEST LINE, A DISTANCE OF 123.51 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE WITHIN MIAMI-DADE COUNTY, FLORIDA CONTAINING 42.21 ACRES (1,838,869 SQUARE FEET), MORE OR LESS.

SURVEY NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON S.87°47'58"W. ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 35-55-40, LYING WITHIN MIAMI-DADE COUNTY, FLORIDA.

2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY OF OTHER MATTERS OF RECORD BY EXACTA, A LAND SURVEYING COMPANY. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

3. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY EXACTA COMMERCIAL SURVEYORS, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH AND BASED ON SKETCH PROVIDED BY THE CLIENT.

FILE: C:\Exacta Commercial surveyors\Grouper Financial\FL0803.0329 BK HQ S&D\0805-0224B.dwg

SKETCH FL0803-0224B

REVISIONS	DATE	BY

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
07/07/08	JDLR	SF	N/A

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH & LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

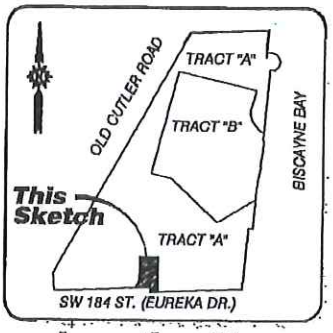
JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6080 – STATE OF FLORIDA

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551
1035 STATE ROAD 7, SUITE 315-23, WELLINGTON, FL 33414 TEL. No. 561-314-0769 FAX No. 561-314-0770

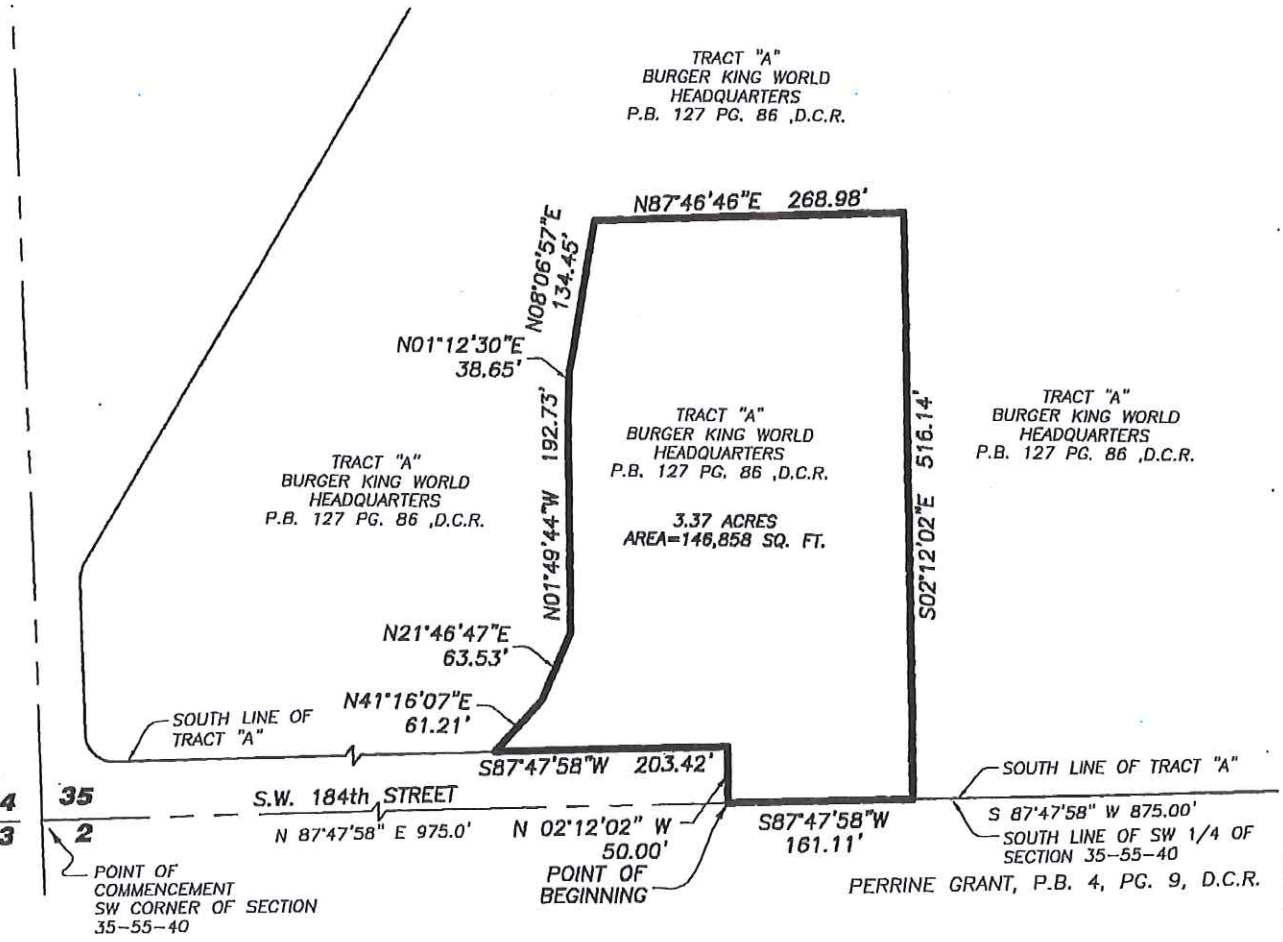
RECORDING AREA

SKETCH OF A PORTION OF TRACT "A"
BURGER KING WORLD HEADQUARTERS, P.B. 127, PG 86, D.C.R.
PARCEL 2



Location Map
NOT TO SCALE

LEGEND:
D.C.R.....MIAMI-DADE COUNTY RECORDS
P.B. .....PLAT BOOK
PG. .....PAGE
P.O.B.....POINT OF BEGINNING



SKETCH No. FL00805-0224

SHEET 1 OF 3

EXACTA
COMMERCIAL LAND SURVEYORS
L.B. 7551
1035 STATE ROAD 7, SUITE 315-23, WELLINGTON, FL 33414

RECORDING AREA

LEGL DESCRIPTION OF A PORTION OF TRACT "A"
BURGER KING WORLD HEADQUARTERS, P.B. 127, PG 86, D.C.R.
PARCEL 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", BURGER KING WORLD HEADQUARTERS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 127, PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF SECTION 35, TOWNSHIP 55 SOUTH, RNGE 40 EAST. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING WITHIN MIAMI-DADE COUNTY, FLORIDA;

THENCE N.87°47'58"E., ALONG THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 975.00 FEET TO THE SOUTHERLY LIMITS OF SAID TRACT "A". SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N.02°12'02"W., ALONG SAID SOUTHERLY LIMITS, A DISTANCE OF 50.00 FEET;

THENCE S87°47'58"W., ALONG SAID SOUTHERLY LIMITS, A DISTANCE OF 203.42 FEET;

THENCE N.41°16'07"E., DEPARTING SAID SOUTHERLY LIMITS, A DISTANCE OF 61.21 FEET;

THENCE N.21°46'47"E., A DISTANCE OF 63.53 FEET;

THENCE N.01°49'44"W., A DISTANCE OF 192.73 FEET;

THENCE N.01°12'30"E., A DISTANCE OF 38.65 FEET;

THENCE N.08°06'57"E., A DISTANCE OF 134.45 FEET;

THENCE N.87°46'46"E., A DISTANCE OF 268.98 FEET;

THENCE S.02°12'02"E., A DISTANCE OF 516.14 FEET TO THE SOUTH LINE OF SAID TRACT "A";

THENCE S.87°47'58"W., ALONG SAID SOUTHERLY LIMITS, A DISTANCE OF 161.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN MIAMI-DADE COUNTY, FLORIDA CONTAINING 3.37 ACRES (146,858 SQUARE FEET, MORE OR LESS).

SURVEY NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON S.87°47'58"W. ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 35-55-40, LYING WITHIN MIAMI-DADE COUNTY, FLORIDA.

2. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY OF OTHER MATTERS OF RECORD BY EXACTA, A LAND SURVEYING COMPANY. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

3. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY EXACTA COMMERCIAL SURVEYORS, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH AND BASED ON SKETCH PROVIDED BY THE CLIENT.

FILE: C:\Exacta Commercial surveyors\Grouper Financial\FL0803.0329 BK HQ S&D\0805-0224 Sketch & Description B.dwg

SKET. FL0805-0224

REVISIONS	DATE	BY
REVISE BOUNDARY LIMITS	6-16-08	JDLR
REVISE BOUNDARY LIMITS	7-7-08	JDLR

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
08/02/08	JDLR	SF	N/A

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH & LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

JAVIER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 5080 – STATE OF FLORIDA

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

RESOLUTION NO. 09-41

ZONING APPLICATION [08-003]

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE APPLICATION OF MIAMI-DADE FIRE RESCUE AND PALMETTO BAY VILLAGE CENTER, WHICH IS LOCATED AT 17777-18001 OLD CUTLER ROAD, FOR SITE PLAN MODIFICATION AND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE; PROVIDING FOR PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicants made applications for the issuance of a declaration of restrictive covenants in lieu of unity of title, as described in the staff report of the Village Attorney as presented to Planning and Zoning Department of the Village of Palmetto Bay, which is attached to this resolution; and,

WHEREAS, on April 13, 2009, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at the Deering Estate, 16701 SW 72 Avenue, Palmetto Bay, Florida; and,

WHEREAS, the underlying 2006 declaration of restrictions in lieu of unity of title and pursuant to section 33-303, Miami-Dade County Code, the applicants, 17777 Old Cutler Road, LLC, d/b/a Palmetto Bay Village Center (PBVC) and the Miami-Dade Fire Rescue Department are required to hold a public hearing to modify the underlying site plan for the property; and,

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application for the amendment of the attached declaration of restrictive covenants in lieu of unity of title, which is consistent with the Village of Palmetto Bay's comprehensive plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the applications, as provided in this resolution.

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

Section 1. A public hearing on the present application was held on April 13, 2009, in accordance with ordinance. no. 02-03, entitled "Quasi-judicial hearing procedures." Pursuant to the hearing, the Village Council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1. The applicant, 17777 Old Cutler Road, LLC, d/b/a Palmetto Bay Village Center ("PBVC") owns and operates the office park at the northeast corner of SW 184th Street and Old Cutler Road, which property currently maintains the address of 17777-18001 Old Cutler Road, Palmetto Bay, Florida. The co-applicant, Miami-Dade County Fire Rescue shall own the facility and land and provide fire rescue services from the proposed site, upon approval of the Village Council of the underlying request.

2. The property is encumbered by a 1985 Declaration of Restrictive Covenants, which covenants regulate certain uses of the property.

3. Section 33-257 of the Miami-Dade County Code, which code section was adopted by the Village Council on May 5, 2003, authorized the Village to replace the "unity of title" requirement contained in the 1985 Declaration of Restrictive Covenants with the 2006 Declaration of Restrictive Covenants in Lieu of Unity of Title, which allowed the property to have multiple owners under a master operating agreement, and compliance with the remainder of the 1985 restrictions.

4. The Palmetto Bay Village Center (PBVC) structures were originally constructed within an Office Park District (OPD), which land and construction was tied to a detailed declarations of restrictions ("the 1985 restrictions"). All the relevant land use restriction portions of the 1985 restrictions remain in full force and effect; of particular interest are the Old Cutler Road view restriction precluding view of the office buildings (the three specific former Burger King Buildings); and the 75% resident approval of all those properties within 500 feet of the PBVC to any application by the property owner to change zoning for the purposes of residential construction on Tract II and B (along the far south/east portion of the site and the far west area adjacent to most of the Old Cutler Road tree area). Please note, the proposed fire station is <u>not</u> within Tract II or B.

5. Previously, in 2006, the Village revised one of the 1985 restrictions, solely as to the unity of title requirement. The Village allowed there to be more than one owner of the PBVC site, provided the specific "declaration of restrictions in lieu of unity of title" (hereinafter "2006 restrictions") were complied with by all property owners. These 2006 restrictions, incorporated all the remaining 1985 restrictions (particularly the two most relevant provisions listed above as to view from Old Cutler and development preconditions as to Tract II or B). The 2006 restrictions simply allowed the land to be separated. It requires all owners are to comply with the underlying 1985 restrictions. The 2006 restrictions also specifically tied the property to a specific site plan (which through subsequent public hearings has been amended). Pursuant to the 2006 restrictions, the only way to amend the site plan is by public hearing. The 2006 restrictions also require a Master Easement and Operation agreement, amongst the owners to ensure maintenance of property, roadways, easements, and, of course, maintain compliance with the 1985 restrictions.

6. The Village, subsequent to the 2006 restrictions, has held two different public hearings to modify the 2006 restrictions – solely to allow the approved PBVC site plan to be

modified. These two revisions include: the allowance of easement and parking area on PBVC for the use of the Ludovici Park and Public Library; and the allowance for PBVC to build a parking garage.

7. Thereafter, on June 9, 2008, the Village enacted the VMU District for most of the PBVC. The VMU District covers 41.59 acres of the approximately 80 acres of the PBVC property (17777 – 18001 Old Cutler Road). The zoning ordinance incorporates by reference the underlying 1985 restrictions (approved under the 1985 Office Park Development zoning resolution for the former Burger King site), and specifically states that the more restrictive sections of either the zoning ordinance or the 1985 restrictions would apply to the underlying property. In short, this ordinance rezoned the Palmetto Bay Village Center property from Office Park District (OPD) to the VMU District. The VMU does not include Tract II or B, which remains consistent with the relevant 1985 restrictions. It also incorporates, by specific reference the Old Cutler restriction on view of the three former Burger King office buildings.

8. The VMU District, as enacted, contemplates administrative site plan review of permitted uses. In other words, permitted uses within the District do not require a public hearing. Under the VMU District, fire stations or sub-stations, are permitted as allowable, as of right, use within the District.

9. This matter is before the Village Council, for public hearing, due to the underlying 2006 restrictions, which ties the entire affected property to a specific site plan. The relevant portion of that document provides that the applicant, PBVC, must request a public hearing in order to be able to modify its site plan. Therefore, the request to install the fire station on the property must be approved at a public hearing, to modify the site plan referenced in the 2006 restrictions.

10. To reconcile the 2006 restrictions and the intent of the VMU district, the request for the Council to consider is as follows: to approve the site plan modification to approve the inclusion of the fire station and to modify the 2006 restriction, solely as to the site plan public hearing section – to conform to the intent of the VMU ordinance. In other words, the VMU ordinance, which incorporates the 1985 restrictions, allows certain permitted uses, without public hearing. These permitted uses include fire stations or sub-stations, which should be reviewed administratively by the Planning and Zoning Department.

11. However, as the 2006 restriction is more stringent, tying the property to a site plan, every zoning application, even an "as of right" permitted use under VMU would require a public hearing. Again, this is because the entire 41.59 acres VMU district is tied to the 2006 restriction, public hearing site plan requirement. In order to reconcile the VMU District administrative review process and the 2006 restrictions requirement, it is the request to change the site plan language to reflect the intent that permitted uses under the VMU district do not require a public hearing, and may proceed with administrative review. However, all other requests, including any modifications to any of the declaration of restriction provisions would require a public hearing. This modification of the 2006 restrictions would reconcile

the intent of the Council and continue to ensure compliance with the 1985 restrictions. It would also allow continued force of the remaining provisions of the 2006 restrictions as to the duties and obligations of the individual owners of the property.

12. Miami-Dade Fire Rescue has also requested that it be provided an exemption from the Master Easement and Operation requirement of the 2006 restrictions. The Fire Rescue property and use, accepts that it will have to ensure compliance with the remaining provisions of the 2006 restrictions, and will have to execute cross-easements for access, utilities, etc. The Fire Department has agreed to individually covenant to maintain landscaping and ensure its own compliance with the 1985 restrictions, but, does not want to be tied to the Master Operation documents. In other words, the Fire Department is concerned with the possible assessment against them for remainder of the lands' (land owners') compliance with the 1985 covenants and other general expenses relating to remainder of the property. The operations agreement would operate as a Common Area Maintenance (CAM) type cost that the Fire Department is seeking a waiver from by the Village Council.

13. The site plan modification under the 2006 restrictions requires a public hearing for a modification. As the specific use would be an allowed use under VMU, this is a unique situation, in that the new zoning district has superseded the prior review criteria of 33-311 of the Miami-Dade County Code, as to site plan modifications. Additionally, as the fire station is a government facility, it can be reviewed as a governmental use under 33-303. Therefore, in evaluating the application for a change of use, Section 33-303, of the Miami-Dade County Code, as adopted by the Village, provides that the Village Council take into consideration, among other factors:

a. the type of function involved, the public need therefore;
b. the existing land use pattern in the area;
c. alternative locations for the facility; and
d. the nature of the impact of the facility on the surrounding property.

14. The subject 80 +/- acre property known as the Palmetto Bay Village Center, is located on the east side of Old Cutler Road, between theoretical S.W. 177th Street and theoretical S.W. 184th Street, Palmetto Bay, Florida. The applicant is requesting to modify a set of plans that were previously approved, after public hearing.

15. The applicants desires to modify the plans to allow for the construction of a two-story, three-bay c.b.s, fire rescue station containing approximately 10,000 sq. ft., designed to accommodate up to twelve (12) firefighters/paramedics, 24 hours a day, 7 days a week. The fire station is to be built on approximately 1.08 acres within the Palmetto Bay Village Center approximately 200 feet East of Old Cutler Road and just northwest of Building B. The modification, if approved by the Village Council, shall also require a modification of the associated declaration of restrictions, so that the attached site plans associated with the declarations correctly reflect the construction, location (site plan) associated with the proposed fire rescue station.

16. The properties to the North are developed with single family residences and are zoned EU-2, Estate Single Family District. The property immediately adjacent to the North is the site of the Village's public library and Ludovici Park. The Village Site obtained a 33-303, government use designation in 2007. The properties to the west are zoned, EU-1, Estate Single Family Residential and EU-2, Estate Single Family Residential District. A portion of the eastern boundary of the property is designated environmentally protected land and belongs to Biscayne National Park.

17. The applicants have submitted a site plan, floor plans and elevations showing the development of the proposed fire rescue station. The Village Council takes notice of staff comment that the fire rescue station is consistent with the existing use and is in accordance with the Village's adopted Comprehensive Plan and the 1985 Declaration of Restrictive Covenants associated with the site.

18. The existing covenants at PBVC, at page four, section 7, indicates that "the [PBVC] will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the [Burger King] office building from Old Cutler Road. All landscaping plans will be reviewed and approved prior to by the Village's Department of Planning and Zoning."

19. The Village Council takes note that the Village and Miami-Dade County have sought to provide a location for a fire station within Palmetto Bay for over six years. The stations serving the Village of Palmetto Bay include Station No. 50 located at 9798 Hibiscus Street and Station No. 4 located 9201 SW 52 Street. There is a public need for a fire station. The existing land use pattern in the area is predominantly residential, with the PBVC office complex adjacent to the specific site for the fire station. Alternative locations have been sought for the fire station, including within the front buffer area, west of the VMU and on the southern border. The Village Council in approving the VMU District rejected any use of these areas, and continued enforcement of the provisions in the 1985 Covenant. The Fire Department has also attempted to purchase land in the neighboring municipality of the Town of Cutler Bay, to no avail.

20. The Village Council is specifically aware that there currently do not appear to be alternative sites available for the fire station. Miami-Dade County has the funds appropriated to construct the station. The impact to surrounding properties would be favorable as they would be able to more readily obtain fire department services. This site would not impact environmental wetlands nor require a wetland permit (as the alternative sites may have required).

The public hearing was opened and the following persons testified:

Scott W. Mendelsberg, Assistant Director Budget, Planning and Grants, Miami-Dade Fire Rescue Department spoke in favor of the application. Also in attendance were Carlos Heredia,

Planning Section Supervisor, Miami-Dade Fire Rescue Department; Scott Silver, PBVC, 17777 Old Culter Road, LLC.; Angel Lamela, Architect and Facility Manager, Miami-Dade Fire Rescue Department. Station proposed is to be Green, Silver LEED Certified.

Henry Clifford of the Village's Fire Service Committee spoke in favor of the site recommended.

Beth Kibbler, resident, supported the application.

Section 3. Conclusions of law.

The site plan modification is granted, pursuant to Section 33-303 for "Government Uses" and 33-257 of the Miami-Dade County Code, as is the applicants' request to amend Paragraphs 1 and 3, as reflected in the attached declaration of restriction in lieu of unity of title is hereby granted. The revised declaration of restrictions in lieu of unity of title is attached as exhibit 1 to this resolution and incorporated by reference into this resolution. The modification would be in keeping with the basic intent and purpose of the zoning and land use regulations, is in character with the existing use of the property, and consistent with the Village's Comprehensive Plan.

Section 4. Order.

The applicants' request pursuant to the underlying 2006 declaration of restrictions in lieu of unity of title authorized under 33-257 and 33-303 of the Miami-Dade County Code of Ordinances, as adopted by the Village to provide a fire rescue station that will serve the municipalities of Palmetto Bay and Cutler Bay is approved, with conditions:

Additional conditions.

1. The plans entitled "Proposed Fire Station No. 62" as prepared by Miami Dade Fire Rescue Facilities and Construction, Architect, Angle H. Lamela, consisting of 2 sheets, dated stamped received March 20, 2009 are approved.

2. The applicants shall meet the minimum requirements of Chapter 24 of the Code of Miami-Dade County.

3. The applicants shall meet the minimum requirements of all other applicable departments/agencies as part of the building permit submittal process.

4. The applicants shall relocate all existing trees affected by the proposed fire rescue station on site.

5. The proposed structure shall be compatible in architectural design with that of the adjacent public library and shall make every effort to incorporate green building elements.

6. The applicants shall incorporate energy efficient outdoor lighting fixtures that are compatible or similar in design with that of the adjacent public library

7. The applicants shall provide a space for the collection and storage of recyclables

8. The applicants shall provide roof location and install conduit from the electrical room for future Photovoltaic System (PV) installation. A minimum of 300 sq. ft. or larger of roof area in a south or west direction shall be dedicated and clear of vent pipes and other obstructions to allow for the installation of a future PV system.

9. The applicants shall install Energy Star Appliances that use 10-50% less energy and water than standard models.

10. The applicants shall provide an Indoor Air Quality Management Plan on the construction drawings that, at minimum includes protecting ducts during construction and changing the filters and vacuuming the ducts prior to occupancy.

11. The applicants shall provide secure bike parking in accordance with section 30-70.11 of the Village of Palmetto Bay Land Development Code.

12. The applicants shall work with the Art in Public Places Advisory Board in addressing its Art in Public Places requirement. Miami-Dade County funding requirement for art in public places, should be added to the Village's requirement, for the Village's disbursement in relation to creation of one art piece.

13. The attached covenant shall be executed by the applicants, which covenant requires the following: modification of Paragraph 1 to the existing 2006 covenant, which would state as follows: "No modification shall be effected to the underlying property without the consent of the then owners of the Property, and the submittal of an application to modify the plan in compliance with the permitted uses listed in the Village's Mixed Use (VMU) District, for administrative review. Any conditional uses or other modifications other than those as-of-right, permitted uses, including but not limited to any covenant modifications would require approval of the then owners of the property, and the submittal of the application at public hearing before the Village Council of the Village of Palmetto Bay, Florida."

14. Paragraph 3, relating to an "Easement and Operating Agreement" for the property would provide an exception for the Miami-Dade County Fire Department site, allowing the Fire Department to opt out of the Operating Agreement. The Fire Department would be required to execute mutual ingress, egress, utility, pedestrian and vehicular

traffic and construction easements and individually covenant to maintain the landscaping within the site plan area and individually comply with the 1985 restrictions, as applicable.

15. The applicants' project does not require Chapter 360, Florida Statutes, review for Regional Impact. On March 26, 2009, staff has conferred with Mike McDaniel, Chief, Office of Comprehensive Planning with Florida Department of Community Affairs. A fire station is not within the review criteria for a Regional Impact Determination.

16. The applicants shall seek to install a stop light at entrance of theoretical SW 177th Street for exiting of Fire Department.

Section 5. Record.

The record shall consist of the notice of hearing, the application, documents submitted by the applicants and the applicants' representatives to the Miami-Dade County Department of Planning and Zoning in connection with the applications, the county recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 13th day of April, 2009.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis, office of
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Howard Tendrich	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Brian W. Pariser	YES
Mayor Eugene P. Flinn, Jr.	YES

RESOLUTION NO. 09-96

ZONING APPLICATION VPB-09-0_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE APPLICATION OF THE VILLAGE OF PALMETTO BAY REQUESTING ZONING APPROVAL PURSUANT TO SECTION 33-303 OF THE MIAMI-DADE COUNTY CODE, AS ADOPTED BY THE VILLAGE, TO ALLOW FOR SIGNAGE ASSOCIATED WITH THE 2007 APPROVAL OF A PUBLIC FACILITY PUBLIC USE AT THE PROPERTY KNOWN AS 17641 OLD CUTLER ROAD FOR A PUBLIC LIBRARY AND PUBLIC PARK; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2007, the applicant made applications pursuant to Section 33-303 of the Miami-Dade County Code, as adopted by the Village for the ability to use the site for a public facility – for a Public Library and the Ludovici Park; and,

WHEREAS, the original application neglected to address permanent signage for the library and park; and,

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at The Deering Estate on November 19, 2009; and,

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application to modify the public facility use application to include signage is consistent with the Village of Palmetto Bay's comprehensive plan and the applicable land development regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the application, as provided in this resolution.

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

Section 1. A hearing on the present applications was held on November 19, 2009, in accordance with the Village's "Quasi-Judicial Hearing Procedures" Ordinance. Pursuant to the hearing, the Village Council makes the following findings of fact, conclusions of law and order.

Section 2. Findings of fact.

1. The applicants are the Village of Palmetto Bay, 8950 SW 152nd Street, Palmetto Bay, Florida 33157; and 17777 Old Cutler Road LLC, d/b/a Palmetto Bay Village Center.. The property that is the subject of this zoning resolution is located at 17641 Old Cutler Road and the northern most 2.1 acres of 17777 Old Cutler Road, received a public facility use designation in 2007. the northern most 2.1 acres of 17777 Old Cutler Road LLC's parcel contains an access and parking easement agreement in favor of the Village's Library, and contains the median area in

which the proposed government use sign (joint use signage) would be located. The applicants, pursuant to section 33-303 of the Miami-Dade County Code, is seeking to modify the 2007 government use facility application to include signage for the public library, public park, and the Palmetto Bay Village Center, along the northern entry to the Palmetto Bay Village Center, which entryway is the vehicular access point to the Village's library and park.

2. The property bears the following legal description of:

A portion of tract "A" of "Burger King Work Headquarters" according to the plat thereof as recorded in plat book 127 at page 86 of the public records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the intersection of S.W. 176th Street and Old Cutler Road, said point being the beginning of a curve to the right, of which the radius point lies N64°41'14"W, a radial distance of 2,864.93 feet; thence Southwesterly along the arc, through a central angle of 02°48'48", a distance of 140.67 feet to a point of tangency; thence S28°07'34"W for a distance of 249.44 feet along the centerline of Old Cutler Road; thence run N87°39'08"E for a distance of 40.61 feet to a point on the easterly right-of-way line of Old Cutler Road, said point being the point of beginning; then continue N87°38'29"E for a distance of 399.14 feet along the South boundary line of Track 2 (plat book 1 – page 1); thence S28°07'34"W for a distance of 366.42 feet; thence N61°52'26"W for a distance of 344.00 feet said point being coincidant to a point on the easterly right- -of-way of Old Cutler Road; thence along the easterly right-of-way line of Old Cutler Road N28°07'34"E for a distance of 164.00 feet to the point of beginning.

Containing 91,282.64 square feet or 2.10 acres, more or less.

3. The Village Council adopts the portions of the cover sheet to, and the Village recommendation, entitled Introduction, Zoning Hearings History, Comprehensive Plan, and Neighborhood Characteristics as its findings of fact.

Section 3. Conclusions of law.

1. The Village Council adopts the portions of the Village recommendation, entitled Pertinent Requirements/Standards, section 33-303, Miami-Dade County Code; the Analysis, and Recommendations contained in the staff report as the Village Council's conclusions of law.

2. Pursuant to the procedure provided under section 33-303, the Village may amend the established governmental facility use for the underlying location, without regard to the zoning or use classification of any particular site or location.

3. A governmental facility is defined to include, but is not limited to: public parks, playgrounds and buildings, and structures supplementary and incidental to such uses; public libraries; public buildings and centers; art galleries and convention halls. Signage may be provided as part of the government facility. However, the original application did not provide signage for the library or park. Within the easement area, the Palmetto Bay Village Center has a permitted and existing sign. That sign is recommended for removal and replacement. The

attached plans reflect the proposed joint use signage. Due to the Village's easement agreement, the Village is entitled to place a sign within the northern entry way to the Palmetto Bay Village Center. Through the government facility use process, the Village approved the signage proposed, including the joint use portion of same.

4. The Village Council may only authorize the erection, construction and operation of the governmental facility(ies) by resolution following public hearing. The public hearing shall be held upon at least fifteen (15) days' notice of the time and place of such hearing published in a newspaper of general circulation in Miami-Dade County, which publication shall include the time and place of hearing before the Village Council.

5. A courtesy notice containing general information as to the date, time, and place of the hearing, the property location and general nature of the application may be mailed to the property owners of record, within a radius of 300 feet of the property described in the application, or such greater distance as the Community Development Director may prescribe; provided, however, that failure to mail or receive such courtesy notice shall not affect any action or proceeding taken hereunder.

6. To provide additional notice to the public, the property shall be posted by a sign or signs indicating the action desired and the time and place of the public hearing thereon. Failure to post such property shall not affect any action taken hereunder.

7. At the public hearing the Village Council shall consider, among other factors:

a. the type of function involved, the public need therefore;
b. the existing land use pattern in the area;
c. alternative locations for the facility; and
d. the nature of the impact of the facility on the surrounding property.

After considering these factors, the Village Council shall take such action as is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of the Village.

Section 4. Order.

a. The site plan shall be submitted to, and meet with the approval of, the Director, after consultation with the Village Manager, upon the submittal of an application for a building permit; said plan to include among other things, but not be limited thereto, location of the proposed sign, landscaping, etc.

b. In the approval of the plan, the plan shall be substantially in accordance with that submitted for the hearing, and as attached hereto. Except as may be specified by any zoning resolution applicable to the subject property, any future additions on the property which conform to Zoning Code requirements will not require further public hearing action.

c. The use shall be established and maintained in accordance with the approved plan.

d. The Mayor and Village Council accepted the Planning & Zoning Directors updated memorandum dated November 18, 2009, in which the copy for the sign was modified to reflect the following language "The Edward and Arlene Feller Community Room and Amphitheater at Ludovici Park." ON November 2, 2008, the Mayor and Council, via Resolution no.: 09-95 had officially renamed the community room and amphitheater and therefore, the copy for the signage of the site was modified accordingly.

e. The Mayor and Council requested the co-applicant, the Palmetto Bay Village Center (PBVC) to place LED lighting and investigate the possibility of Solar lighting for the co-located signage. The manager of the PBVC agreed to the condition.

f. This is a final order.

Section 5. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicant's representatives to the Village of Palmetto Bay Department of Planning and Zoning in connection with the applications, the Village recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 6. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 19th day of November, 2009.

Attest:

Meighan Rader
Village Clerk

Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
Office of Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	YES
Council Member Howard Tendrich	YES
Council Member Shelley Stanczyk	YES
Vice-Mayor Brian W. Pariser	YES
Mayor Eugene P. Flinn, Jr.	YES

RESOLUTION

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS

VPB-16-005

RESOLUTION NO. _____

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.

WHEREAS, the Applicant, 17777 Old Cutler Road, LLC, made an application to transfer the development rights of 85 residential units from 17901 Old Cutler Road (sender site), as more particularly described at Attachment A, to 17777 Old Cutler Road (receiver site), as more particularly described at Attachment B; and

WHEREAS, the sender site is a 22± acre parcel of undeveloped land which contains wetlands, pine up-lands, and native fauna and vegetation; and the receiver site is over 40± acres and is developed with office buildings and is permitted to have multifamily uses; and

WHEREAS, in transferring the development right to the receiver property the applicant has offered and intends to deed the property together with other lands of approximately 40± acres, as more particularly described at Attachment C, to the Village of Palmetto Bay; and

WHEREAS, by transferring the development rights from the sender site and deeding the land to the Village of Palmetto Bay, it becomes available for a passive park and conservation area with only nior ancillary structures, and the north 1 ½ acres of the 22± parcel, can be made available to locate a much needed fire rescue facility; and

WHEREAS, the request is consistent with and in furtherance of the recognized purpose of the TDR program including the creation to additional opens space, preservation of environmentally sensitive lands, and public facilities; and

WHEREAS, the applicant has agreed to transfer approximately 40± acres of land for the purpose of providing for parks, conservation, and public facilities; and

WHEREAS, once development rights are transferred, they are not available for private development on the sender site; and

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Village Hall, 9705 East Hibiscus Street, on _____, 2016 and _____, 2016; and

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

WHEREAS, the Mayor and Village Council finds, based on substantial competent evidence in the record, that the application for the transfer of development rights is consistent with the Village of Palmetto Bay's Comprehensive Plan and the applicable Land Development Regulations; and,

WHEREAS, based on the foregoing finding, the Mayor and Village Council determined to grant the application, as provided in this resolution.

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

Section 1. **Quasi-judicial.** A public hearing on the present applications was held on _____, 2016, in accordance with the Village's "Quasi-judicial Hearing Procedures". Pursuant to the testimony and evidence presented during the hearing, the Village Council makes the following findings of fact, conclusions of law and final order.

Section 2. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 3. **Findings of fact.**

1. The transfer of development rights is consistent with the Village's Comprehensive Plan, as further specified in the Analysis Section of the Village's Staff report.

2. The rules that govern transfer of development rights are at Section 30-30.15 of the Land Development Regulations. A review of that Code, as evidenced in the analysis of staff, which is incorporated by reference into this resolution, and after hearing the applicant and applicant's experts, the Village Council found the request consistent with those criteria.

3. The Village adopts and incorporates by reference the Planning & Zoning Department staff report, which expert report is considered competent substantial evidence.

4. The applicant has agreed to all conditions in the section entitled Order.

5. The Village Council had no substantive disclosures regarding ex-parte communications and the applicant raised no objections as to the form or content of any disclosures by the Council.

Section 4. **Conclusions of law.**

The transfer of development rights application was reviewed pursuant to Section 30-30.15(f) of the Village of Palmetto Bay's Code of Ordinances, and was found to be conditionally consistent.

Section 5. **Order.**

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

The Village Council grants the transfer of developments request with the following conditions:

1. The applicant shall provide sealed surveys that accurately depict the sender site, receiver, and land dedication site, prior to the transfer of the 85 residential units. Said surveys will be deemed acceptable for purposes of transferable rights and land dedication upon staff determination that they are generally reflective of the Attachments A, B and C, of the Resolution.

2. As part of the land dedication process, and prior to transfer of the 85 residential units, the lands involved shall comply with Chapter 28, Subdivisions, of the Miami-Dade County Code of Ordinances, and/or record any other legal instrument deemed necessary to ensure clear title.

3. The approved Resolution shall be recorded to the titles of all lands involved.

4. Prior to transfer of the 85 residential units The Village shall receive clear title to the dedicated lands as generally described in Attachment C of the Resolution and as further depicted in the survey submitted and accepted pursuant to condition of 2 of this recommendation.

5. All previous conditions, approvals, covenants and resolutions shall remain in effect unless otherwise altered by the granting of this request and any conditions assigned therein.

This is a final order.

Section 6. Record.

The record shall consist of the notice of hearing, the applications, documents submitted by the applicant and the applicants' representatives to the Village of Palmetto Bay Department of Planning and Zoning in connection with the applications, the county recommendation and attached cover sheet and documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

Section 7. Effective date.

This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of _____, 2016.

Attest: _____

Meighan 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:

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

_____

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 _____

This Resolution was filed in the Office of the Village Clerk on this ____ day of _____, 2016.

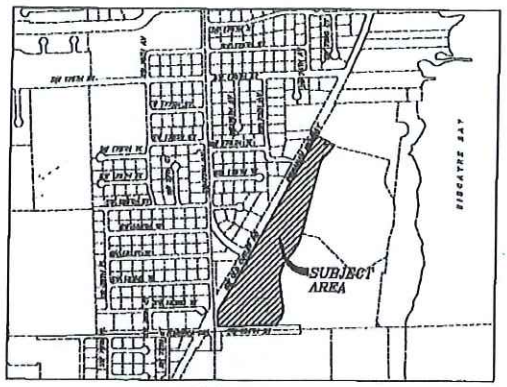
_____

Meighan Alexander
Village Clerk

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

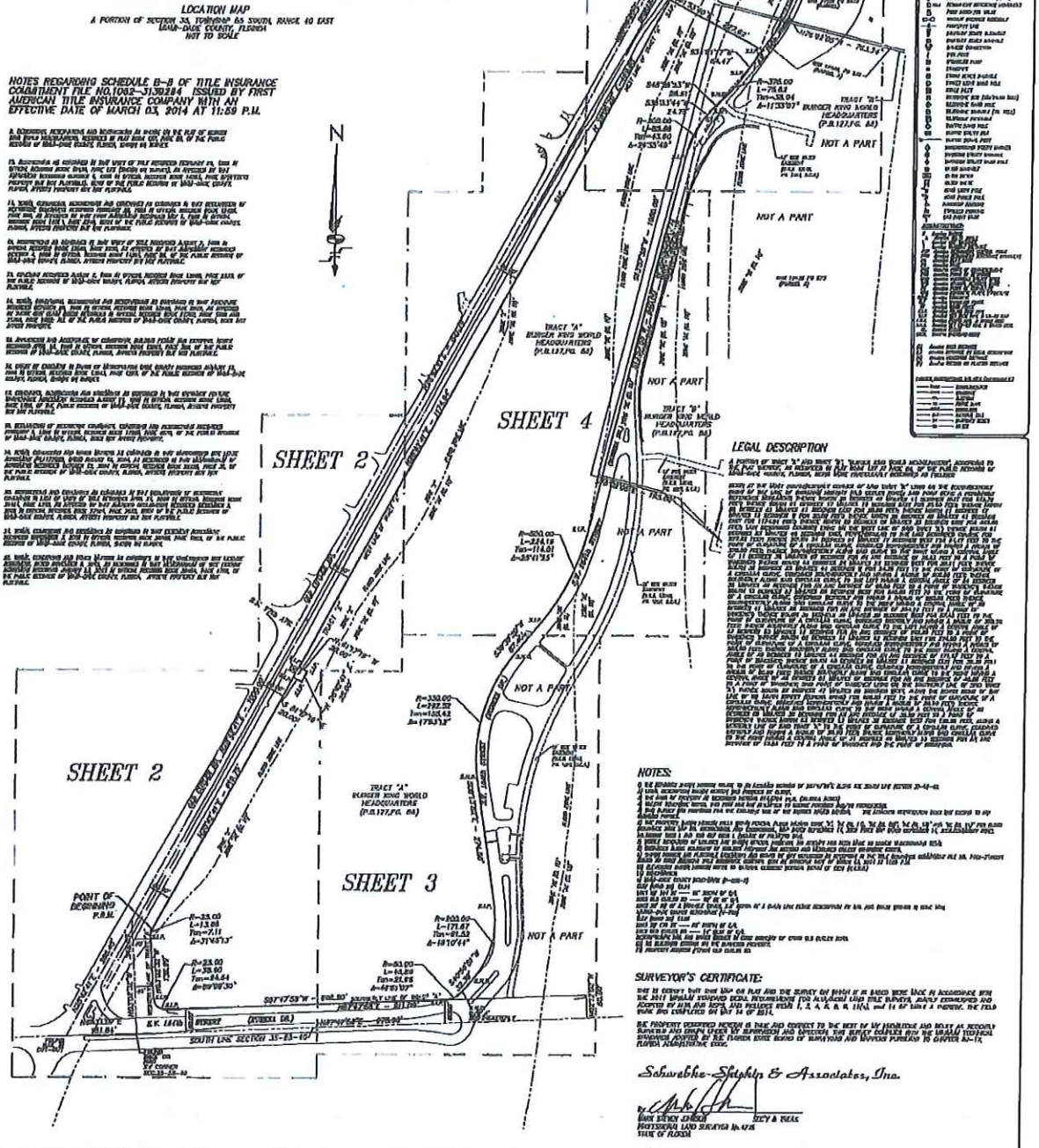
ATTACHMENT A
Sender Site

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS
VPB-16-005



LOCATION MAP
A PORTION OF SECTION 35, TOWNSHIP 65 SOUTH, RANGE 40 EAST
MIAMI-DADE COUNTY, FLORIDA
NOT TO SCALE

NOTES REGARDING SCHEDULE B-B OF TITLE INSURANCE COMMITMENT FILE NO.1062-3139284 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF MARCH 03, 2014 AT 11:59 P.M.



LEGAL DESCRIPTION

NOTES:

SURVEYOR'S CERTIFICATE:

Schwebke-Shiskin & Associates, Inc.

By: [signature]
MARK STEVEN JENSEN — SECY & TREAS
PROFESSIONAL LAND SURVEYOR No. 4715
STATE OF FLORIDA

REVISIONS				
Date	Drawn by	Chk'd by	Description	By

ALTA/ACSM LAND TITLE SURVEY

PREPARED FOR: TERRA WORLD INVESTMENTS LLC.

Section 35, Township 65 South, Range 40 East, Miami-Dade County, Florida

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIAMI, FLORIDA 33126 TEL: (305) 436-3010 FAX: (305) 436-3008

CERTIFICATE OF AUTHORIZATION No. LB-63

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

Drawn by: [illegible] Date: 05-14-2014
Order No. 14-5171 F.B. No.: [illegible]
Scale: AS SHOWN
File No. AJ-5174
Sheet 1 of 5 Sheet(s)

ATTACHMENT B
Receiver Site

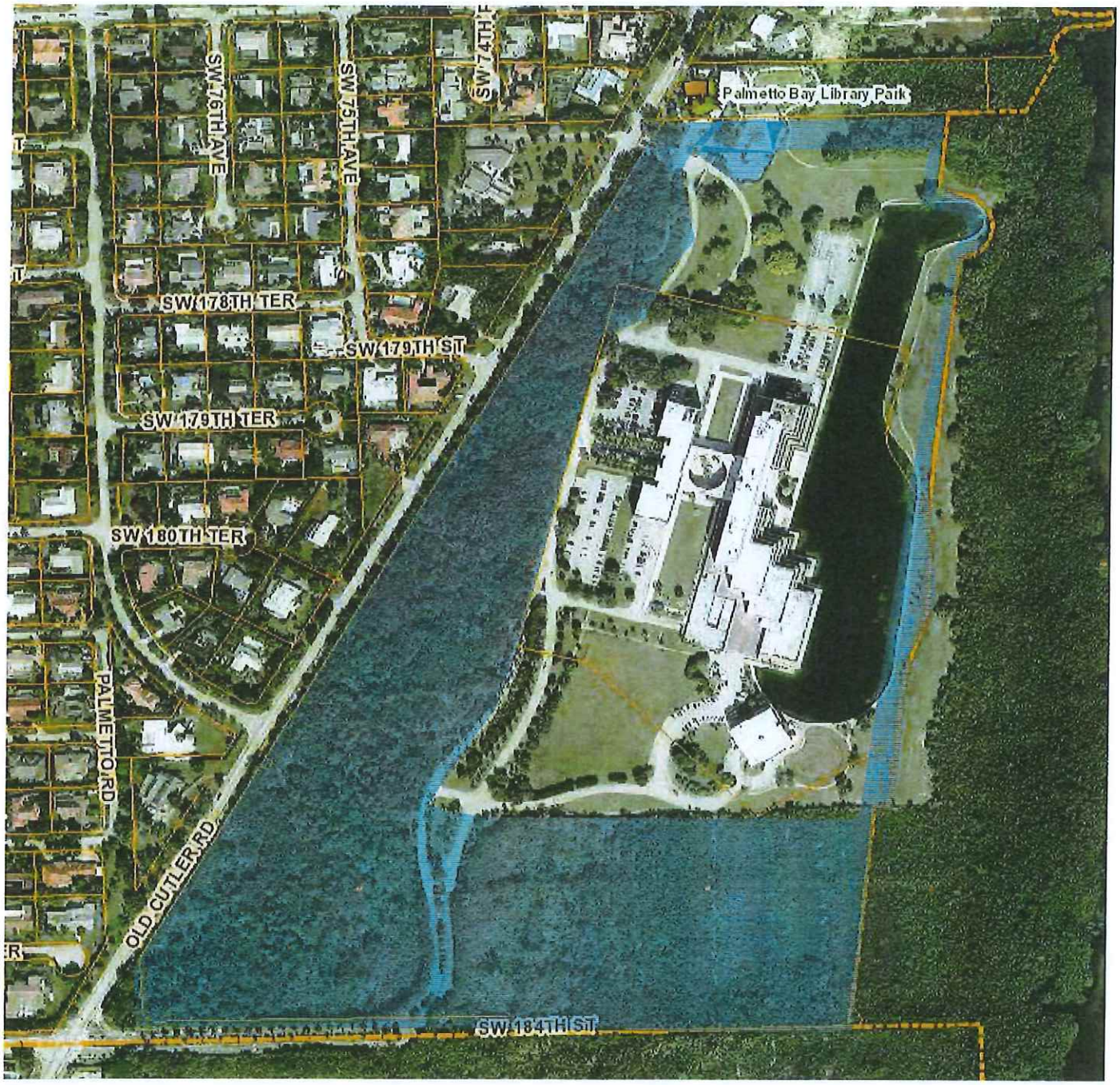
VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS
VPB-16-005

Attachment B
Receiver Site

ATTACHMENT C
Donation Site

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS
VPB-16-005

Attachment C
Donation Site



APPLICATION

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS

VPB-16-005

Bilzin Sumberg
ATTORNEYS AT LAW

Jerry B. Proctor
Tel 305-350-2361
Fax 305-351-2250
jproctor@bilzin.com

February 12, 2016

Mr. Darby Delsalle, AICP, Director
Department of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Zoning Application
Transfer of Development Rights
Applicant: 17777 Old Cutler Road, LLC
Folio Numbers: 33-5035-013-0020 and 33-5035-013-0010

Dear Mr. Delsalle:

Our Firm represents 17777 Old Cutler Road, LLC ("Applicant"), owner of the Office Park Development and surrounding acreage at 17777 and 18001 Old Cutler Road (the "Property"). The Property contains zoning designations of VMU (Village Mixed Use) and I (Interim). The zoning designations were created after the incorporation of the Village of Palmetto Bay and incorporate concepts espoused in the 1985 Development Order issued for the property which granted Development Order rights to develop a large office park development with ancillary retail facilities in the eastern property area (the "Office Park Area") and to maintain a visual buffer area with limited development on the area now zoned "I" located closest to Old Cutler Road (the "Environmentally Sensitive Area"). In conjunction with this Development Order, the major points of access were concentrated in the north and south border areas of the Property, with the central area along Old Cutler Road free of any vehicular access and consisting of significant landscaping and pedestrian paths.

The Applicant hereby requests zoning approval for a transfer of Development Rights to permanently disallow residential development in the Environmentally Sensitive Area, and to transfer 85 additional residential units to the Office Park Area in a manner that will be consistent with the Village's Comprehensive Plan, compatible with the surrounding area, and in keeping with the planning principles originally approved in 1985 for the Property. Specifically, the Applicant requests that the Village's determination in the attached letter dated January 26, 2016, be implemented

through the transfer of Development Rights from the Environmentally Sensitive Area to the Office Park Area. This transfer of Development Rights is consistent with Ordinance Numbers 2015-16 and 2015-17, adopted by unanimous vote of the Mayor and Village Council on December 7, 2015 (the "Approved TDR Legislation"). The Approved TDR Legislation created a means of transferring Development Rights away from environmentally sensitive lands by facilitating appropriate redevelopment and revitalization in a limited, compatible manner for more developable properties. The legislation's most significant goal is to increase the availability of open space and publicly owned park space for the benefit of the Village. In addition, two ordinances are proposed:

1. Amendment of the Land Use Element of the Village's Comprehensive Plan to amend the descriptions for the Property to reflect the current approved residential density for the Property, and to recognize that development of the Office Park Area may include the additional units granted by a transfer of Development Rights approved by the Village Council. By virtue of the specific submittal of this application, this transfer would be permitted from the area zoned VMU in the Office Park Area, and the development of residential units would be prohibited in the Environmentally Sensitive Area.

2. Ordinance amending the VMU District to reflect the ability to develop up to 85 additional units in the Office Park Area, which may include multi-family residential development, row houses or townhouses, and/or senior living housing, in accordance with past policy decisions of the Village Council. This ordinance reflects that up to 2 additional stories of building height may be developed in accordance with the provisions of Ordinance Numbers 2015-16 and 2015-17.

We believe that this Application and the accompanying legislation will provide the permanent continuation of the existing buffer space along Old Cutler Road, will allow for compatible development on the remainder of the Property, and will provide additional open space that will benefit the quality of life for Village residents.

Thank you for your consideration of this Application.

Sincerely,

Jerry B. Proctor

JBP\wp
cc Ed Silva, Village Manager
Dexter Lehtinen, Esq., Village Attorney
Scott Silver
Tom Dotzenrod
Steve Devinney

ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

LIST ALL FOLIO #S: 33-5035-013-0020, 33-5035-013-0010 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).
17777 Old Cutler Road, LLC

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:
Mailing Address: 18001 Old Cutler Road, #600
City: Palmetto Bay State: FL Zip: 33157 Phone#: 305-377-8802

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:
Owner's Name (Provide name of ALL owners): 17777 Old Cutler Road, LLC
Mailing Address: 18001 Old Cutler Road, #600
City: Palmetto Bay State: FL Zip: 33157 Phone#: 305-377-8802

4. CONTACT PERSON'S INFORMATION:
Name: Company: Jerry B. Proctor, Esq., Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
City: Miami State: FL Zip: 33131 Cell Phone#: _____
Phone#: 305-350-2361 Fax#: 305-351-2250 E-mail: jproctor@bilzin.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.)
See attached survey

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)
17777 Old Cutler Road

7. **SIZE OF PROPERTY** (in acres):_____ (divide total sq. ft. by 43,560 to obtain acreage)

8. **DATE** property √ acquired ☐ leased: Oct., 2003 (month & year) **9. Lease term:** _____years

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)?

√ NO ☐ YES

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: VMU, I

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

☐ District Boundary (zone) Changes [Zone(s) requested]:_____

(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 of Covenant: _____

√ Approval of Transfer of Development Rights for up to 85 residential units

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: Office Park

_____

17. Is there any existing use on the property? ☐ NO √ YES (If yes, what use and when established?

_____

Use: Office Park Year: 1988

Planning Staff Use Only

Base Fee	Reviewed and Accepted by	Date
Receipt No.	Deemed Complete By	Date

VILLAGE OF PALMETTO BAY

January 26, 2016

Scott Silver,
17777 Old Cutler Road, LLC
18001 Old Cutler Road, Suite 600
Palmetto Bay, Florida 33157

Re: Front 22 Acres of 17777 & 18001 Old Cutler Road.

Mr. Silver:

The following is in response to your letter dated January 11, 2016 as it pertains to your request for a "building rights" determination for the front 22 net acres of land locate at 17777 & 18001 Old Cutler Road. Based on the analysis provided below, it appears the property enjoys a potential zoning development right of 85 residential units.

The property in question is presently zoned Interim (I) with a land use designation of Parks and Recreation (PR). The I zoning category was applied to the property when the Village adopted its own land development regulations in 2009. It was previously zoned Government Use (GU) under Miami-Dade County's zoning provisions. The PR designation was applied in 2005 when the Village adopted its Comprehensive Plan and corresponding Future Land Use Map (FLUM). Chapter 163 of the Florida Statutes requires zoning to be consistent with land use. Although the I zoning category is consistent with a PR designation, it may be considered awkward in the context of the private ownership of land.

The PR land use designation is fairly restrictive with regard to permitted uses and development standards. Residential and commercial uses would not be permitted within this designation. The I zoning district (or for that matter the GU district) does not preclude them. The 2005 action establishing the PR designation appeared to anticipate an eventual park amenity; however the land was never acquired by a governmental entity, nor was the property owner required to build one. Its continued private ownership has thus allowed the question to linger of the land's ultimate permitted use. For private development to occur on the property, be it residential or commercial, the land use designation must change accordingly.

The Village's I zoning category mirrors Miami-Dade County's GU category. Both districts essentially provided for the concept of "trending of development." As applied, determination of use and intensity within an I or GU district is based on the zoning of adjacent lands. If the surrounding properties vary in intensity, the "trending of development" would fall somewhere in between that permitted within the adjacent zones. Typically, a determination would be applied to the property and then be followed by a rezoning request consistent with the identified uses and intensity.

Given the above, a determination of "building rights" is reviewed under the context of the land's ownership by a private entity and its potential usage as governed by the I zoning district.

The majority of the lots west of the property are zoned One Acre Estate Single-Family District (E-1). The E-1 district permits one unit per acre. One lot is zoned Five Acre Estate Single-Family District (E-2) and two (2) other lots are zoned Estate Modified Single-Family District. The E-2 permits one (1) unit per five (5) acres and the EM district permits roughly three (3) units per acre. The overall density works out to approximately one (1) unit per acre. The lands to the north and east are zoned Village Mixed Use (VMU). The VMU zoned land is approximately 41.59 acres and is permitted to have mid-rise office uses and up to 400 residential units of varying types. Overall residential density works out to approximately the 9.61 units per acre. The resulting trend of residential development would be approximately Five (5) units per acre.

The land in question is subject to a declaration of restrictive covenant that requires the property to provide and maintain landscaping to visual obscure from Old Cutler Road, the more intense multi-family and office uses permitted within the VMU zoning district on the east side. The covenant was proffered as a clear attempt to buffer and protect the low density residential neighborhoods on the west side from the more intense office and multi-family residential uses permitted on the east side property. Given the intent, it is not unreasonable to conclude the covenant would have also resulted in a restriction of commercial development within the 22 acres. It does not appear that the covenant restricts all development on the land in question, however the landscape element in and of itself would logically result in a diminished area available for development. That form of development would most likely be low density residential. In this context, it is assumed that it would take a strip of land of approximately five (5) acres in area immediately adjacent to Old Cutler Road to accomplish the needed landscaping screen. That leaves approximately 17 of the 22 net acres that may be contemplated for potential residential development.

In applying the assumptions described herein, it appears the building right potential for the 22 net acres would be 85 homes.

If you have any additional question please contact this office at 305-259-1234.

17777 Old Cutler Road, LLC
18001 Old Cutler Rd, Suite 600
Palmetto Bay, Fl 33157
O: 305-377-8802 | F: 305-377-8804

January 11, 2016

Mr. Darby DeSalle
Director
Planning & Zoning Dept.
9705 E Hibiscus St
Palmetto Bay, FL 33157

Please provide me with the determination of development rights letter as to the land parcel bounded by the VMU District on the East and Old Cutler Road on the West encompassing approximately 22 net acres.

Regards,

Scott Silver
Authorized Rep

ZONING & LAND USE MAPS

VILLAGE CENTER TRANSFER OF DEVELOPMENT RIGHTS

VPB-16-005

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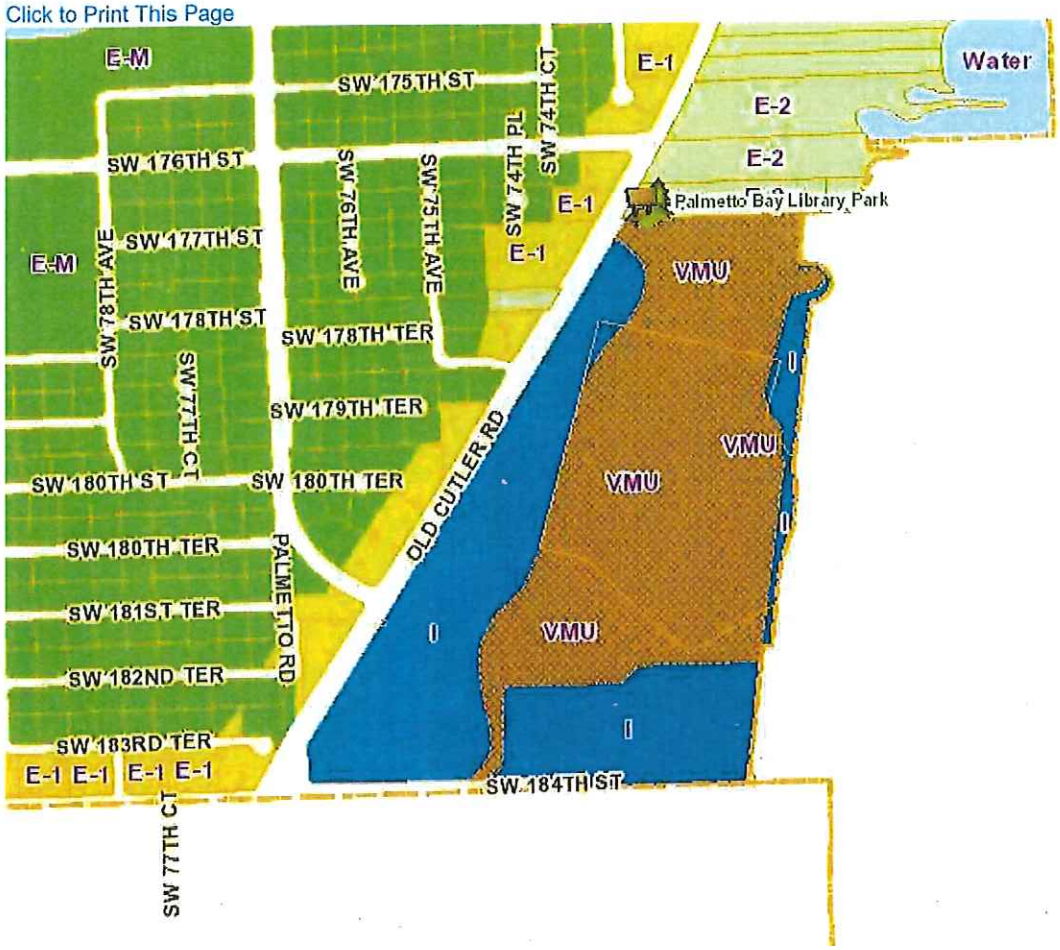

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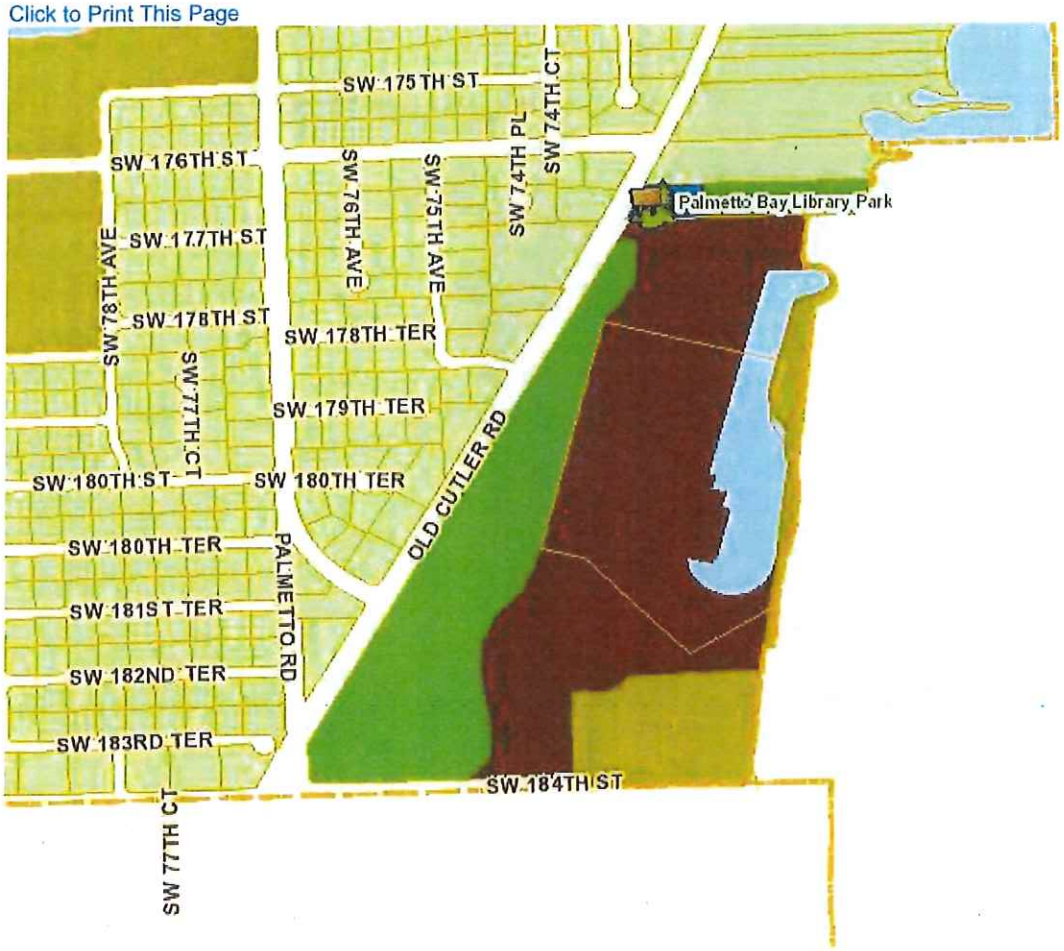

ITEM 10B

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Acceptance of Tree Management Plan

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE VILLAGE OF PALMETTO BAY TREE MANAGEMENT PLAN, TO SERVE AS AN INFORMATIVE RESOURCE GUIDE FOR TREE MANAGEMENT, PLANTING PROGRAM STRATEGIES, AND DESIGN RECOMMENDATIONS TO MAINTAIN AND PROTECT TREES IN PUBLIC PLACES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TREE MANAGEMENT PLAN AS RECOMMENDED BY THE VILLAGE'S TREE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

One of the Village's sustainability goals is to preserve the existing natural environment by providing adequate tree canopy as trees are an important part of a community. They provide aesthetic, environmental, and economic benefits. Their natural beauty and grace create a sense of place and soften the urban landscape. Their shade creates pleasant walking environments in our neighborhoods and business districts. They are habitat for wildlife. Trees also produce economic benefits by reducing the costs associated with storm water runoff, reduction of air pollution, and energy consumption. An abundance of trees is an important infrastructure that creates a positive urban image and enhances the aesthetic appeal of the Village.

The attached Tree Management Plan as recommended by the Village's Tree Advisory Board dated May 2016 (copy of Tree Management Plan is attached as Exhibit A) is the method of implementing our comprehensive program to maintain and improve our tree canopy. This plan will provide guidance for tree management within the Village and strategies for implementing action items. This plan will also guide the operation of the Village's community tree program, including planting, removal, pruning, trimming and other tree work necessary to achieve and maintain a quality, thriving community forest. In an effort to thoroughly assess the current tree coverage in public places, in 2014 the Village applied for and was awarded a grant from the United States Department of Agriculture (USDA) Forest Service through the Florida Forest Service's Urban and Community Forestry Plan Grant Program to inventory and assess the tree canopy in Village owned rights-of-way, public facilities and parks. The Village hired a qualified consultant to create a tree inventory and a GIS database to include the location, species, size, and health, of trees planted within the street rights-of-way, public facilities and parks. All data was entered into a computerized tree inventory accessible to Village staff via the Village's GIS database.

The Tree Management Plan is the next step in the street tree canopy management planning process. The first step in the process was taking an inventory of all the trees and stumps along the street right of ways (ROW) and in parks. The second step involved the review, analysis, assessment of existing tree population, and inventory of the entire city. The development is the culmination of all the prior steps where the Tree Board evaluated the inventory data provided in 2015 and created a street tree management plan.

In order to protect the Village of Palmetto Bay's community of trees and to ensure that it remains one of Palmetto Bay's finest assets, the Village Council created a Tree Advisory Board in 2008. In 2015, the board commenced developing a written management plan that would provide a systematic approach to all tree-related activities within the Village and that would provide guidelines for Village staff to administer the tree program. The recommended Tree Management shall serve as the basis for prioritization, scheduling and budgeting for the management of the Village's community forest, to assure tree health and survival. This plan will provide long term benefits and reduced liability through the elimination of hazardous conditions and the creation of a more diverse canopy with increased resistance to disease and storm events. The Plan will further serve as a blueprint to guide the Village in maintaining and increasing the overall public tree canopy. The Tree Management Plan solidifies and further advances the Village's sustainability efforts by improving air quality, mitigating storm water runoff, and enhancing walkability.

FISCAL/BUDGETARY IMPACT:
There is no budgetary impact. The budget will be reviewed on an annual basis to make tree/landscape related funding recommendations using the general policies established by the tree board regarding tree removal, planting, and maintenance. Funding will be available and budgeted for this item under "Special Revenue Fund-Transportation Sales Tax" in an amount up to $2.00 per capital on an annual basis.

RECOMMENDATION:
Approval is recommended.

Attachments:
Exhibit A (Tree Management Plan)

EXHIBIT A

VILLAGE OF PALMETTO BAY

TREE MANAGEMENT PLAN

A guide for the maintenance, improvement and preservation of tree canopy in the Village of PALMETTO BAY

AS RECOMMENDED BY TREE ADVISORY BOARD FOR VILLAGE COUNCIL APPROVAL

MAY, 2016

Tree Management Plan

Acknowledgments

The Village of PALMETTO BAY wishes to thank everyone who contributed to the preparation and development of the Village of PALMETTO BAY Tree Management Plan. Many people have donated their time, energy, expertise and enthusiasm to its creation. Special acknowledgment should be given to the members of the PALMETTO BAY Tree Advisory Board: Chairman, Henry Clifford, Craig Grossenbacher, Don Pybas, Rainer Schael, Anthony Sabbag, and Director of Public Works, Corrice Patterson, and Administrative Assistant to Public Works, Luz Dominguez.

Introduction

Trees, (small and large plants, and palms) are an important part of our Village. They provide aesthetic, environmental, and economic benefits. Their natural beauty and grace create a sense of place and soften the urban landscape. Their shade creates pleasant walking, driving, and bicycling environments in our neighborhoods and business districts. They provide important habitat for wildlife. Trees also produce economic benefits by reducing the costs associated with stormwater runoff, reduction of air pollution, and energy consumption and by increasing property values. According to the article *"22 Benefits of Urban Street Trees" by Dan Burden, Senior Urban Designer, Summer 2006, "For a planting cost of $250-$600 (which includes the first 3 years of maintenance), a single street tree returns over $90,000 of direct benefits (not including aesthetics, social and natural) in a lifetime of the tree."*

This Tree Management Plan is the method of implementing our comprehensive program to maintain and improve our tree canopy. This plan will provide guidance for tree management within the Village of PALMETTO BAY and strategies for implementing the stated goals and objectives of the plan. This plan will guide the implementation of the Village's community tree program, including planting, removal, pruning, trimming and other tree work necessary to achieve and maintain a quality, thriving community forest.

This Tree Management Plan shall serve as the basis for prioritization, scheduling and budgeting for the management of the Village's community forest, to assure tree health and survival. This plan will provide long term benefits and reduced liability through the elimination of hazardous conditions and the creation of a more diverse canopy with increased resistance to disease and storm events.

It is the intention of the Tree Advisory Board that the Tree Management Plan be reviewed and amended, as deemed necessary by the Tree Advisory Board.

The Tree Management Plan is divided into five (5) sections; 1) Tree Inventory Action Plan, 2) Significant Natural Forested Areas, 3) Funding and Budgeting Action Plan, 4) Five Year Action Plan, and 5) References List.

1. Tree Inventory Action Plan

In 2014 the Village of PALMETTO BAY created a tree inventory and a GIS database. The Village hired a qualified consultant to determine the location, species, size, health, and replacement value of trees with a diameter at breast height (DBH) greater than two inches. The study revealed there are 25,566 trees made up of nearly 200 species in the Village's Right-of-Way, public facilities and parks. The data collected included, but was not limited to, unique identification number, species, trunk diameter, condition, primary maintenance needs, and location of each tree inventoried. All data was entered into a computerized GIS tree inventory accessible to Village staff via the Internet.

Please refer to the current Tree Inventory, Attachment A.

Action Item 1A: The Village will perform routine updates to the tree inventory as changes occur.

Updates to the tree inventory shall occur as trees are removed and/or replaced. All "tree work orders" will be forwarded to the tree inventory database manager.

Action Item 1B: The Tree Advisory Board will provide an Annual Summary Report and Work Plan to the Village of PALMETTO BAY, with respect to species composition, diversity, health factors, and prioritization, contained in the most current Tree Inventory.

Species Composition: In 2014 there were close to two-hundred different tree species in PALMETTO BAY's street rights-of-way and parks comprised mainly of 3,938 Live Oak, followed by the Pygmy Date Palm (2,412); Christmas Palm (1,535); Queen Palm (1,456); Black Olive (1,193); Coconut Palm (1,043); and many others.

Species Diversity: Data showing the distribution of different species within the Village will be referenced in selecting species for the planting programs to assure a healthy mix of diverse species along PALMETTO BAY's streets, in parks and other public spaces.

Health Assessment: The tree inventory rates the overall condition of the trees as (1) excellent, (2) average, (3) poor, (4) insect damaged, (5) physically damaged, or (6) under stress.

Priorities List: Because there are many needs throughout the Village, a priority list will be established in the Annual Summary Report and Work Plan. Examples of general priorities include:

1. Trees that are dead, dying or diseased will be removed/replaced.
2. Trees that are prohibited under Village Code Section 30.100.3(d)(1) or County Code will be removed/replaced.
3. Trees that obstruct visibility on streets and at intersections (motorist/pedestrian safety) will be pruned or removed.
4. Trees that interfere with pedestrian safety on sidewalks will be pruned or removed.

Action Item 1C: A comprehensive update to the GIS Tree Inventory will be conducted every five (5) years to contain the information from Action Items 1A and 1B, above, DBH data, and other pertinent information.

Diameter at Breast Height (DBH): DBH is measured at four (4) feet above the adjacent ground surface. The age and size of the trees within PALMETTO BAY's community forest range from the small, young trees in the neighborhoods built within the last decade to the much larger, mature trees. The tree inventory is a useful body of information on PALMETTO BAY's community forest. The Tree Inventory, updated at five-year intervals, will provide a useful measure of the composition and condition of the public trees within the community. This information can be worked in various ways to assist in the tree management program. For example,

1. Inventory information on the DBH can be sorted to show where there are concentrations of the largest (oldest, aging) trees, the areas and neighborhoods of newest (youngest, smallest) street trees, and the distribution of a large middle category of mature community forest – well established, substantial trees.

2. DBH information is an indicator of size and age of a tree. This can be informative from the "big picture" level and can be used to project zones of corridors in the community where different tree maintenance techniques and practices may apply. It is not a diagnostic tool; a young tree is not healthy by virtue of its youth, nor is a noble mature specimen automatically in decline because of its size and age.

Action Item 1D: A "windshield assessment" of the health of the trees in the community forest shall be conducted annually by the Tree Advisory Board and Village staff.

This assessment is not intended to be comprehensive or all inclusive. It is intended for the sole purpose of providing useful information to Village staff with respect to tree concerns and safety issues, so that proactive and expedient action can be taken, when warranted.

2. Significant Natural Forested Areas

In addition to the substantial street tree canopy of the Village of PALMETTO BAY, significant natural forested areas remain within the Village. These forested areas were beyond the scope of the initial Tree Inventory and therefore were not surveyed.

Some of the largest and most environmentally sensitive forests within the Village are located on public lands such as the pine rockland / hardwood hammock at the Deering Estate and the pine rockland at Coral Reef Park. Other significant forested areas are located on privately owned lands, which in some cases have little or no regulatory protections under applicable laws and may not be properly managed or maintained. Prior to development, large areas of the Village consisted of pine rocklands and over 98% countywide (outside of

Everglades National Park) of our pine rockland forest have been destroyed by development over the years. It is notable that the Village Council passed a resolution relating to the preservation of pine rocklands around August 2015 in recognition of the globally imperiled status of this forest type. Because of the intrinsic aesthetic and environmental values provided to the Village and its residents, this Tree Management plan includes management considerations for these significant forested areas.

Action Item 2A: The Tree Advisory Board and Village staff will perform an annual assessment of publicly owned forested areas with respect to impacts to the Village and acquisition possibilities.

Publicly owned forested areas that are in poor condition (not currently being maintained) include the exotics dominated site on the south side of Richmond Dr. between SW 88 Ct. and SW 88 Ave. This Miami-Dade County owned site has been added to the surplus list to be sold to a private developer unless the Village was to seek conveyance of it or some type of partnership with Miami-Dade County as a pocket park with a restored canopy of appropriate native trees.

Action Item 2B: The Tree Advisory Board and Village staff will perform an annual assessment of privately owned forested areas, after obtaining permission from the property owner, with respect to impacts to the Village and partnership possibilities.

Privately owned forested areas include moderate to high quality pine rocklands such as those located in the FPL transmission corridor between Old Cutler Rd. and the former Cutler Power Plant as well as the pine rocklands and hammock located along the east side of Old Cutler Rd. between SW 184 St. and SW 177 St.

3. Funding and Budgeting Action Plan

Funding for the tree program comes from a variety of sources, such as:

1. General Fund, Tree Program Departments, Line Item
2. Donations of money and time from local businesses and community organizations
3. Grants (Community Forestry, Arbor Day, Tree City, etc.)

Action Item 3: The Tree Advisory Board will review budgets annually (est. May or June) to make tree/landscape related funding and budget recommendations to the Village Council for incorporation into the PALMETTO BAY Village Annual Budget (fiscal period, Oct. 1 - Sept. 30).

Budget amounts for tree management activities are based on past expenditures for removal, tree planting, general maintenance and storm-damage clean up, and on recommendations from the Public Works Director, Community Development Manager, and Department of

Public Services Superintendent. Funding and budgeting amounts and percentages can fluctuate due to resident cost share participation and grant awards. The following table is a guideline for funding allocation for annual tree related activities:

ACTIVITY	PERCENT OF ANNUAL BUDGET
Removal of hazardous, prohibited, dead, and declining trees	**20%**
Tree maintenance activities (trimming, pruning, etc.)	**40%**
Tree Planting	**35%**
Administrative Activities	**5%**

4. Five Year Action Plan

Action Item 4: The Tree Advisory Board will establish a "Five Year Action Plan" to serve as a guide for the Board's goals and objectives for a five (5) year period.

A five year action plan will be implemented every five (5) years to help ensure implementation of the Tree Management Plan as well as the Tree Advisory Board's goals and objectives for a healthy and thriving urban forest in the Village of PALMETTO BAY.

5. Reference List

The following reference list may be used by the Village of PALMETTO BAY and the Tree Advisory Board as a tool in implementing the goals and objectives of the Tree Management Plan and Five Year Work Plan:

1. Florida Department of Agriculture, Grades and Standards for Nursery Plants, 2015

2. FPL Right Tree Right Place. https://www.fpl.com/reliability/trees/tree-location.html?cid=aliasrighttree

3. Albers, et al. 2003. Urban Tree Risk Management: A Community Guide to Program Design and Implementation. USDA Forest Service Northeastern Area State and Private Forestry.

4. Duryea, Mary L., Eliana Kampf, Ramon C. Littel, and Carlos D. Rodriguez-Pedraza. 2007. Hurricanes and the urban forest: II effects on tropical and subtropical tree species. Arboriculture &Urban Forestry 33, no. 2: 98-112. http://hort.ifas.ufl.edu/treesandhurricanes/documents/pdf/EffectsOnTropical AndSubtropicalTree Species.pdf

5. Gilman, E.F. University of Florida IFAS. 2011. Tree Assessment, evaluation, and risk. http://hort.ifas.ufl.edu/woody//hazard-trees.shtml

6. Gilman, E. F. 2003. Branch-to-stem diameter ratio affects strength of attachment. Journal of Arboriculture 29, no. 5: 291-294.

7. International Society of Arboriculture (ISA). 2005. Trees are Good, Recognizing Tree Hazards. http://www.treesaregood.com/treecare/hazards.aspx

8. USDA Forest Service Northeastern Area. Undated. A Guide: Developing a Street and Park Tree Management Plan. Northeast Center for Urban and Community Forestry, Holdsworth Natural Resources Center, University of Massachusetts, Amherst, MA. V/

9. Miami-Dade County Guide for Street Tree Planting. http://www.miamidade.gov/parks/library/guide_tree_book.pdf

10. The UF Miami-Dade Extension Office, Is My Tree Safe? Recognizing Conditions that Increase the Likelihood of Tree Failure - http://edis.ifas.ufl.edu/ep507

11. The Miami-Dade Extension "Low-Maintenance Landscape Plants for South Florida" - http://miami-dade.ifas.ufl.edu/old/programs/fyn/publications/dtpl.htm

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

	Tree Species within Palmetto Bay City ROW's	Quantity
1	African Oil Palm	9
2	Akee	1
3	Allspice	3
4	Areca Palm	447
5	Australian Pine	200
6	Avocado	52
7	Bald Cypress	13
8	Bamboo Cluster	2
9	Bamboo Palm	19
10	Banana Tree	20
11	Banyan	3
12	Baobab	5
13	Barbados Cherry	1
14	Bird of Paradise	6
15	Bismark Palm	330
16	Black Mangrove	1
17	Black Olive	1193
18	Blue Latan Palm	2
19	Bottle Palm	256
20	Bottlebrush	199
21	Bougainvillea	11
22	Brazilian Beauty Leaf	30
23	Brazilian Pepper	34
24	Buccaneer Palm	8
25	Cabbage Palm	411
26	Canary Island Date Palm	396
27	Carpentaria Palm	5
28	Carrotwood	3
29	Cassia sp.	1
30	Ceiba sp.	1
31	Cherry Tree	1
32	Chinese Fan Palm	462
33	Chinese Tallow	2
34	Christmas Palm	1535
35	Citrus sp.	2
36	Coconut Palm	1043
37	Crepe Myrtle	37
38	Crown of Thorns	4
39	Cuban Tamarind	2
40	Custard Apple	1
41	Cycad Palm	15
42	Dahoon Holly	9
43	Date Palm	25
44	Desert Cassia	14
45	Dracanea	65
46	Dwarf Schefflera	1
47	Elderberry	2
48	Eucalyptus	22

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

	Tree Species within Palmetto Bay City ROW's	Quantity
49	European Fan Palm	7
50	Fiddlewood	3
51	Firebush	38
52	Fishtail Palm	21
53	Florida Thatch Palm	291
54	Foxtail Palm	314
55	Frangipani	150
56	Gardenia	2
57	Glaucous Cassia	71
58	Golden Shower Tree	59
59	Grandfather Palm	1
60	Green Buttonwood	80
61	Guava	6
62	Gumbo Limbo	582
63	Hawaiian Thai	2
64	Hibiscus	12
65	Hong Kong Orchid	107
66	Indian Rosewood	11
67	Ironwood	3
68	Island Marlberry	1
69	Italian Cypress	15
70	Jacaranda	23
71	Japanese Blueberry	231
72	Japanese Fern Tree	35
73	Japanese Privet	282
74	Java Bishopwood	180
75	Java Plum	9
76	Jelly Palm	21
77	Juniper	10
78	Kapok	6
79	Lang Jujube	1
80	Lantana	1
81	Laurel Oak	7
82	Lead Tree	15
83	Lignum Vitae	3
84	Lime Tree	2
85	Live Oak	3938
86	Longan Tree	8
87	Loquat	3
88	Lychee	7
89	MacArthur Palm	81
90	Magenta Cherry	1
91	Mahogany	783
92	Majesty Palm	1
93	Mango	236
94	Marlberry	1
95	Mimosa	1
96	Montgomery Palm	781
97	Mulberry	1

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

	Tree Species within Palmetto Bay City ROW's	Quantity
98	Myrsine	1
99	Neem Tree	5
100	Nickerbean	1
101	Norfolk Island Pine	56
102	Oleander	10
103	Orange Geiger	20
104	Papaya	6
105	Paradise Tree	16
106	Paurotis Palm	51
107	Peregrina	49
108	Pigeon Plum	30
109	Pink Cassia	6
110	Pink Tabebuia	175
111	Pitch Apple	56
112	Plantain	1
113	Podocarpus	21
114	Poisonwood	3
115	Pond Apple	1
116	Pongam	39
117	Ponytail Palm	10
118	Powderpuff Tree	6
119	Pressed Cedar	12
120	Prickly Ash	1
121	Prickly Pear Cactus	1
122	Princess Palm	1
123	Pygmy Date Palm	2412
124	Queen Crepe Myrtle	26
125	Queen Palm	1456
126	Red Bay	4
127	Red Cassia	1
128	Red Maple	8
129	Royal Palm	972
130	Royal Poinciana	496
131	Rubber Tree	2
132	Sago Palm	11
133	Sapodilla	28
134	Satin Leaf	15
135	Saw Palmetto	6
136	Screw Pine	58
137	Sea Grape	63
138	Senegal Date Palm	105
139	Senna sp.	19
140	Shady Lady	2
141	Shaving Brush Tree	1
142	Silk Floss Tree	8
143	Silk Oak	2
144	Silver Buttonwood	201
145	Simpson's Stopper	3
146	Slash Pine	45

Village of Palmetto Bay
Tree Inventory within ROW's
EXHIBIT "A"

	Tree Species within Palmetto Bay City ROW's	Quantity
147	Snow on Mountain	1
148	Solitaire Palm	474
149	Southern Magnolia	11
150	Spanish Bayonet	3
151	Spanish Stopper	9
152	Spindle Palm	172
153	Spiny Licuala	2
154	Starburst Clerodendron	29
155	Starfruit Tree	9
156	Sterile Cross	2
157	Strangler Fig	143
158	Strawberry Guava	10
159	Sugar Apple	1
160	Sunshine Palm	4
161	Sweet Bay	3
162	Tamarind	29
163	Texas Wild Olive	19
164	Travelers Palm	30
165	Triangle Palm	98
166	Tropical Almond	29
167	Umbrella Tree	69
168	Viburnum Shrub	6
169	Washington Palm	470
170	Weeping Fig	153
171	White Geiger	3
172	Wild Lemon	1
173	Wild Lime	1
174	Wild Tamarind	14
175	Willow Bustic	2
176	Winin Palm	1
177	Woman's Tongue	14
178	Yellow Poinciana	42
179	Yellow Tabebuia	73
	Total Number of Trees in Inventory within City ROW's	**23,797**

PROPOSED
RESOLUTION

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE VILLAGE OF PALMETTO BAY STREET TREE MANAGEMENT PLAN, TO SERVE AS AN INFORMATIVE RESOURCE GUIDE FOR STREET TREE MANAGEMENT, PLANTING PROGRAM STRATEGIES, AND DESIGN RECOMMENDATIONS TO MAINTAIN AND PROTECT TREES IN PUBLIC PLACES; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE STREET TREE MANAGEMENT PLAN AS RECOMMENDED BY THE VILLAGE'S TREE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, trees are an important part of our community; and

WHEREAS, the 2016 Tree Management Plan recommended by the Village's Tree Advisory Council is the method of implementing our comprehensive program to maintain and improve our tree canopy, and

WHEREAS, in 2014 the Village applied for and was awarded a grant from the United States Department of Agriculture (USDA) Forest Service through the Florida Forest Service's Urban and Community Forestry Plan Grant Program to inventory and assess the tree canopy in Village owned rights-of-way, public facilities and parks; and

WHEREAS, a Tree Management Plan is the next step in the street tree canopy management planning process; and

WHEREAS, with the information attained from the Tree Inventory, the Village's Tree Advisory Board was able to prepare a Tree Management Plan ("Management Plan") which includes a tree canopy assessment of Village owned right-of-ways, facilities, and public parks; and

WHEREAS, the Tree Management Plan will serve as an informative resource guide for street tree management and shall serve as the basis for prioritization, scheduling and budgeting for the management of the Village's community forest, to assure tree health and survival; and

WHEREAS, Village administration believes that the proposed Tree Management Plan embodies the collective commitment of preserving and enlarging the Village's tree canopy, and thereby acknowledge the benefits derived by the Plan to residents and properties.

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

Section 1. **Acceptance of Tree Management Plan**. The Mayor and Village Council of the Village of Palmetto Bay, Florida, hereby adopt the Village of Palmetto Tree Management Plan to serve as an informative resource guide for street tree management that provides long term benefits and reduced liability through the elimination of hazardous conditions and the creation of a more diverse canopy with increased resistance to disease and storm events.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of May, 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
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 _____

ITEM 10C

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Contract Agreement with R.J. Behar for SRTS Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT AGREEMENT WITH R.J. BEHAR FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2 PROJECTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH R.J. BEHAR AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $115,492; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village's Procurement division issued Invitation to Bid No: 1516-11-001/Civil Engineering Design Service for Safe Routes to School (SRTS) on Monday, November 23, 2015. The firm selected pursuant to the competitive bid process was R.J. Behar, Inc., which selection was approved by the Village Council on February 1, 2016 via Resolution No 2016-11 (Resolution No. 2016-11 is attached as Exhibit A). Resolution No. 2016-11 authorized the Village Manager to negotiate a contract agreement with R.J. Behar, Inc., a pre-qualified continuing services engineer for civil engineering services to design (SRTS) infrastructure improvements.

It is recommended that the Village Council authorize the Village Manager to execute a contract agreement with R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements for a total contract cost of $115,492.

FISCAL /BUDGETARY IMPACT:

This item is funded under "Special Revenue Fund- Transportation" in an amount not to exceed $115,492 in fiscal year 2015-2016 (funds will be reimbursed from FDOT SRTS Program).

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A – (Resolution No. 2016-11)

RESOLUTION NO. 2016-11

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CIVIL ENGINEERING DESIGN SERVICES FOR SAFE ROUTES TO SCHOOL (SRTS) INFRASTRUCTURE IMPROVEMENTS NEAR CORAL REEF ELEMENTARY SCHOOL AND PERRINE ELEMENTARY SCHOOL WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT AGREEMENT WITH R.J. BEHAR, INC., A VILLAGE PRE-QUALIFIED CONTINUING SERVICES ENGINEER FOR CIVIL ENGINEERING SERVICES TO DESIGN (SRTS) INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay contracted with The Corradino Group to prepare a Safe Routes to School Study for the Village of Palmetto Bay; and,

WHEREAS, The Corradino Group study determined that priority improvement projects should consist of sidewalks, crosswalk upgrades, pavement and striping improvements, turn restriction signage, speed control devices, and traffic signal modifications of both Coral Reef Elementary School and Perrine Elementary School; and,

WHEREAS, the firm recommended to prepare plans for the work recommended is R. J. BEHAR, INC., which is one of the pre-qualified firms selected to provide the Village with continuing professional consulting services in the following engineering disciplines: Civil Engineering and Transportation Planning and Engineering; and,

WHEREAS, the Village Manager is authorized to negotiate a contract agreement with R. J. BEHAR, INC., to provide professional civil engineering services to the Village of Palmetto Bay for the preparation of design, construction plans, and specifications for Coral Reef Elementary School categorized as Priority 2 and Perrine Elementary School for the Safe Routes to School Program.

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

Section 1. The Village Manager is authorized to contract with R.J. Behar to provide professional civil engineering services to the Village for the preparation and design, construction plans, and specifications for SRTS improvements at Coral Reef Elementary School, Priority 2, in an amount not to exceed $75,551, which is to be reimbursed from Florida Department of Transportation Safe Routes to School Program for Fiscal Year 2015-16.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 1st day of February, 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
Village Attorney

FINAL VOTE AT ADOPTION:

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

PROPOSED
RESOLUTION

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE CONTRACT AGREEMENT WITH R.J. BEHAR FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2 PROJECTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH R.J. BEHAR AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $115,492; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Villages Procurement division issued Invitation to Bid No: 1516-11-001/Civil Engineering Design Service for Safe Routes to School (SRTS) on Monday, November 23, 2015; and

WHEREAS, the firm selected pursuant to the competitive bid process was R.J. Behar, Inc., which selection was approved by the Village Council on February 1, 2016 via Resolution No 2016-11; and

WHEREAS, the Village desires to enter into a contract agreement with R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements for a total contract cost of $115,492 in accordance with Resolution No. 2016-16.

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

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Authorization.** The contract between the Village and R.J. Behar to provide professional civil engineering services to the Village for preparation of design, construction plans, and specifications for the Coral Reef Elementary Priority 2 and Perrine Elementary SRTS infrastructure improvements is hereby approved.

Section 3. **Authorization to Appropriate and Expend Funds.** The Village Manager is hereby authorized to expend funds in the amount not to exceed $115,492.00 from the budget for fiscal year 2015-16.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** this _____ day of May, 2016.

Attest: _____ _____

Meighan J. Alexander — Eugene Flinn

Village Clerk — Mayor

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

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Perrine Elementary SRTS
County: Dade
FPN: NA
FAP No.: NA

Consultant Name: RJ Behar and Co.
Consultant No.: enter consultants proj. number
Date: 3/23/2016
Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Designer	CADD Tech	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$180.00	$160.00	$119.00	$70.00	$89.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	48	34	5	5	5	0	0	0	0	0	0	0	0	49	$7,865	$160.51
4. Roadway Analysis	34	3	7	10	7	7	0	0	0	0	0	0	0	34	$3,963	$116.56
5. Roadway Plans	204	20	41	61	41	41	0	0	0	0	0	0	0	204	$23,938	$117.34
6. Drainage Analysis	12	1	2	4	2	2	0	0	0	0	0	0	0	11	$1,294	$117.64
7. Utilities	22	2	4	7	4	4	0	0	0	0	0	0	0	21	$2,469	$117.57
8. Environmental Permits, Compliance & Clearances	8	1	2	2	2	2	0	0	0	0	0	0	0	9	$1,056	$117.33
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	10	1	2	3	2	2	0	0	0	0	0	0	0	10	$1,175	$117.50
20. Signing & Pavement Marking Plans	53	5	11	16	11	11	0	0	0	0	0	0	0	54	$6,313	$116.91
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	391	67	74	108	74	69	0	0	0	0	0	0	0	392		
Total Staff Cost		$12,060.00	$11,840.00	$12,852.00	$5,180.00	$6,141.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$48,073.00**	**$122.64**

Check = $48,073.00

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:				$48,073.00
OVERHEAD:		0%		$0.00
OPERATING MARGIN:		0%		$0.00
FCCM (Facilities Capital Cost Money):		0.00%		$0.00
EXPENSES:		0.00%		$0.00
Survey (Field - if by Prime)	0	4-man crew days @	$ - / day	$0.00
SUBTOTAL ESTIMATED FEE:				**$48,073.00**
Subconsultant: Longitude Surveying				$9,995.00
Subconsultant: Sub 2				$0.00
SUBTOTAL ESTIMATED FEE:				**$58,068.00**
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$58,068.00**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$58,068.00**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
	3.1 Public Involvement Subtotal				6	
3.2	Joint Project Agreements	EA	0	10	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	6	6	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	32	32	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
	3. Project Common and Project General Tasks Total				**48**	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LiDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	4	8
Field Reviews	EA	2	3	6
Total Project Manager Meetings		13		32

Carries to 3.6

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 4: Roadway Analysis

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
	Roadway Analysis Technical Subtotal				**30**	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
	Roadway Analysis Nontechnical Subtotal				**4**	
4.21	Coordination	LS	%	0%	0	
	4. Roadway Analysis Total				**34**	

Technical Meetings

Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	15	6	15	90	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	0	0	0	0	
5.20	Special Details		EA	1	18		18	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	0	1	0	
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	5	1.5		8	
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level I
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	1	14	1	14	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
			Roadway Plans Technical Subtotal			**23**	**186**	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		9	
5.41	Supervision		LS	%	5%		9	
					5. Roadway Plans Total	**23**	**204**	

Project Activity 6: Drainage Analysis

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	10	10	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
				Drainage Analysis Technical Subtotal	**10**	
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
				Drainage Analysis Nontechnical Subtotal	**2**	
6.23	Coordination	LS	%	0%	0	
				6. Drainage Analysis Total	**12**	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	22	

Project Activity 7: Utilities

Technical Meetings		
Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
Total Technical Meetings		**0**

Project Activity 8: Environmental Permits

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	2	2	
	Permits					
8.2	Complete Permit Involvement Form	LS	1	2	2	
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	4	4	
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
	Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal				8	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	0	
8.20	Supervision	LS	%	5%	0	
	Environmental Permits, Compliance and Clearances Nontechnical Subtotal				0	
8.21	Coordination	LS	%	0%	0	
	8. Environmental Permits, Compliance and Clearances Total				8	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	WMD	EA	0	0	0	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**0**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**0**	
					Carries to 8.18	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	2	2	
19.9	Technical Special Provisions	LS	1	2	2	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**8**	
19.11	Field Reviews	LS	1	2	2	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	0	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**2**	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					**10**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**0**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**0**	
					Carries to 19.12	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Perrine Elementary SRTS
NA

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	6	1	6	
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	15	1	15	15	
20.7	Typical Details		EA	1	8		8	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	12		12	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**17**	**49**	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
20. Signing and Pavement Marking Plans Total						**17**	**53**	

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Coral Reef Elementary SRTS
County: Dade
FPN: NA
FAP No.: NA

Consultant Name: RJ Behar and Co.
Consultant No.: enter consultants proj. number
Date: 3/26/2016
Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Project Engineer	Designer	CADD Tech	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$160.00	$160.00	$119.00	$70.00	$89.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	56	39	6	6	6	0	0	0	0	0	0	0	0	57	$9,114	$159.89
4. Roadway Analysis	34	3	7	10	7	7	0	0	0	0	0	0	0	34	$3,963	$116.56
5. Roadway Plans	180	18	36	54	36	36	0	0	0	0	0	0	0	180	$21,150	$117.50
6. Drainage Analysis	14	1	3	4	3	3	0	0	0	0	0	0	0	14	$1,613	$115.21
7. Utilities	22	2	4	7	4	4	0	0	0	0	0	0	0	21	$2,469	$117.57
8. Environmental Permits, Compliance & Clearances	16	2	3	5	3	3	0	0	0	0	0	0	0	16	$1,912	$119.50
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	17	2	3	5	3	3	0	0	0	0	0	0	0	16	$1,912	$119.50
20. Signing & Pavement Marking Plans	58	6	12	17	12	12	0	0	0	0	0	0	0	59	$6,931	$117.47
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	397	73	74	108	74	68	0	0	0	0	0	0	0	397		
Total Staff Cost		$13,140.00	$11,840.00	$12,852.00	$5,180.00	$6,052.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$49,064.00	$123.59

Check = $49,064.00

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:					$49,064.00
OVERHEAD:	0%				$0.00
OPERATING MARGIN:	0%				$0.00
FCCM (Facilities Capital Cost Money):	0.00%				$0.00
EXPENSES:	0.00%				$0.00
Survey (Field - If by Prime)	0	4-man crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$49,064.00**
Subconsultant: Longitude Surveying					$8,360.00
Subconsultant: Sub 2					$0.00
SUBTOTAL ESTIMATED FEE:					**$57,424.00**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$57,424.00**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$57,424.00**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	2	2	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	4	4	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	2	2	
3.1.10	Public Meeting Attendance/Followup	LS	1	4	4	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
	3.1 Public Involvement Subtotal				12	
3.2	Joint Project Agreements	EA	0	12	0	LAP documentation
3.3	Specifications Package Preparation	LS	1	4	4	
3.4	Contract Maintenance and EDMS	LS	1	10	10	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	30	30	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
	3. Project Common and Project General Tasks Total				**56**	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	1	2	2
Drainage	EA	1	2	2
Utilities	EA	0	1	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	1	2	2
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LiDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	6	2	12
Phase Reviews	EA	2	3	6
Field Reviews	EA	2	3	6
Total Project Manager Meetings		13		30

Carries to 3.6

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 4: Roadway Analysis

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	4	4	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	4	4	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	0	0	
4.8	Traffic Control Analysis	LS	1	6	6	
4.9	Master TCP Design Files	LS	1	4	4	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	4	4	
4.13	Cost Estimate	LS	2	4	8	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	0	0	
	Roadway Analysis Technical Subtotal				**30**	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	2	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	2	
	Roadway Analysis Nontechnical Subtotal				**4**	
4.21	Coordination	LS	%	0%	0	
	4. Roadway Analysis Total				**34**	

Technical Meetings

Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	1	4		4	
5.4.2	Typical Section Details		EA	0	0		0	
5.5	General Notes/Pay Item Notes		Sheet	1	10	1	10	
5.6	Summary of Quantities		Sheet	1	6	1	6	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	6	8	6	48	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	1	10	1	10	
5.20	Special Details		EA	1	18		18	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0		0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	10	1	10	
5.26	Retention Pond Cross Sections		EA	0	0		0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	5	1.5		8	
5.30	Temporary Traffic Control Plan Sheets		Sheet	2	12	2	24	Level I
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	1	14	1	14	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
			Roadway Plans Technical Subtotal			**15**	**164**	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		8	
5.41	Supervision		LS	%	5%		8	
					5. Roadway Plans Total	**15**	**180**	

Project Activity 6: Drainage Analysis

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	12	12	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	0	0	
6.15	Cost Estimate	LS	1	0	0	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
				Drainage Analysis Technical Subtotal	**12**	
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	0	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	1	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	1	
				Drainage Analysis Nontechnical Subtotal	**2**	
6.23	Coordination	LS	%	0%	0	
				6. Drainage Analysis Total	**14**	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	6	1	6	
7.3	Make Utility Contacts	LS	6	1	6	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	
7.6	Individual/Field Meetings	LS	1	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	6	1	6	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	22	

Project Activity 7: Utilities

Technical Meetings		
Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
Total Technical Meetings		**0**

Project Activity 8: Environmental Permits

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	4	4	
	Permits					
8.2	Complete Permit Involvement Form	LS	1	4	4	
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.3.3	Species Surveys	LS	1	0	0	
8.3.4	Archeological	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Design	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	6	6	
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
	Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal				14	
8.18	Technical Meetings	LS	1	0	0	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	5%	1	
	Environmental Permits, Compliance and Clearances Nontechnical Subtotal				2	
8.21	Coordination	LS	%	0%	0	
	*8. Environmental Permits, Compliance and Clearances Total				16	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	WMD	EA	0	0	0	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	

Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	1	4	4	
19.9	Technical Special Provisions	LS	1	4	4	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**12**	
19.11	Field Reviews	LS	1	3	3	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**5**	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					**17**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	
					Carries to 19.12	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Coral Reef Elementary SRTS
NA

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	8	1	8	
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	6	3	6	18	
20.7	Typical Details		EA	1	8		8	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	10		10	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**8**	**52**	
20.14	Quality Assurance/Quality Control		LS	%	5%		3	
20.15	Supervision		LS	%	5%		3	
20. Signing and Pavement Marking Plans Total						**8**	**58**	

LONGITUDE SURVEYORS

Monday, March 28, 2016

VIA EMAIL: *mscattolini@rjbehar.com*
SEGMENT 1 - CORAL REEF ELEMENTARY.DOCX

Marlin Scattolini, E.I.
Project Engineer
R.J. BEHAR & COMPANY, INC.
6861 SW 196 Avenue, Suite 302
Pembroke Pines, Florida 33332

RE: Surveying services for the Village of Palmetto Bay Safe School Routes Segment 1- Coral Reef Elementary

Dear Ms. Scattolini,

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project, *LONGITUDE SURVEYORS, LLC (LS)* is pleased to submit the following proposal for your consideration.

Scope of Work:

LONGITUDE will perform a Topographic Survey to include the following information;

- *LONGITUDE* will locate all edge of pavements, sidewalks, driveways, paved areas, rights of way lines, light poles, power poles, walls, signal mast arms, drainage structures, manholes, signs, guy anchors, utility castings, poles (including guy wires), fences, and all other significant above ground features within the survey corridor.
- *LONGITUDE* will obtain existing spot elevations throughout the corridor to include elevations at 25 foot intervals and at high low points. In addition, most above ground improvements collected will have an elevation.
- *LS* will determine the rights of way and show graphically on the survey.
- *LONGITUDE* will confirm existing pipe invert elevations, pipe direction and apparent pipe diameters at all existing drainage structures within the survey limits.
- All existing elevations shall be based on NGVD 29 datum.

Survey Limits: (Limits shown on an e-mail provided by the client on 2/23/16 at 9:52 a.m.)
1) SW 81 Avenue between SW 152 Street and SW 155 Street: East side concrete sidewalk
2) SW 155 Street between SW 81 Avenue and SW 82 Avenue: North side concrete sidewalk
3) SW 160 Street between SW 90 Avenue and SW 79 Avenue: 5 major intersections
4) The intersection of SW 152 Street and SW 67 Avenue: solar panel and cross walk
5) The intersection of SW 152 Street and SW 80 Avenue: solar panel and cross walk

Deliverables:
Longitude will provide signed and sealed hardcopies and two (2) electronic copies (One in AutoCAD and One in PDF format) of the topographic survey.

Schedule:
Longitude has estimated fifteen business days to complete this task from the Notice to Proceed.

Fee:
The total professional fee to complete this task shall be a lump sum of **$8,360.00**.

I understand and agree by signing below "I APPROVE AND ACCEPT" this proposal as a legal binding contract.

By: _____ Date: _____
(Authorized Signature)

_____ Title: _____
(Typed or printed name)

We look forward to utilizing our best professional efforts on your behalf on this very important project.

Respectfully Yours,

Eduardo M. Suarez, President/PSM

RESOLUTION NO. 2014-34

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF THE REMAINING FIRMS SHORT LISTED TO PROVIDE CONTINUING SERVICES IN TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, AND GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH R.J. BEHAR AND COMPANY, INC., CIVIL WORKS INC., PMM CONSULTING ENGINEERS, CORP., PISTORINO & ALAM CONSULTING ENGINEERS, INC., AMEC, BERMELLO AJAMIL & PARTNERS, INC., ILER PLANNING, INC., MC HARRY ASSOCIATES, INC., AND CALVIN, GIORDANO & ASSOC., INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Qualifications (RFQ) 2013-PW-100 was advertised in the Miami Daily Business Review on February 4, 2013 soliciting qualified firms or teams of firms to obtain Professional Services in seven service areas; and,

WHEREAS, RFQ #2013-PW-100 documented a detailed two-part screening process that consisted of proposal submission and an oral presentation; and,

WHEREAS, each proposal was individually evaluated and the five (5) highest ranking proposals in each Service Area were invited to make an oral presentation before the committee; and,

WHEREAS, as a result of the two part screening process and deliberations, at the May 6, 2013 Council meeting, the selection committee recommended and the Village Council approved the selection of the three (3) highest ranking firms in each professional service area via Resolution No. 2013-40; and,

WHEREAS, the Council expressed their desire to expand the list from three (3) to five (5) consultants at the February 3, 2014; and,

WHEREAS, the Council voted 5-0, authorizing the Village Manager to proceed with the necessary steps required to increase the pre-qualified professional engineering consultants list from three (3) to five (5) consultants at the February 3rd, 2014 Council meeting; and,

WHEREAS, the Department of Public Works sent letters extending an opportunity to the fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 pre-qualification processes; and,

WHEREAS, the fourth and fifth highest ranking firms provided letters of concurrence with the Village's request to add their firms to the existing list of consultants for professional engineering services; and,

WHEREAS, Village administration is recommending Village Council approval to add the fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 to the current list of consultants approved via Resolution No. 2013-40 for a term of two (2) years, with the option to extend the contract for two (2) one–year terms; and,

WHEREAS, the eventual contracting for these services is in the best interest of Village improvements and in certain instances their end products are mandated; and

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

Section 1. The Village Manager is authorized to enter into contract negotiation with the selected Consultants to provide professional engineering services.

Section 2. This Resolution shall become effective immediately.

PASSED and **ADOPTED** this 7th day of April 2014.

Attest:

Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

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

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY, INC.

PUBLIC WORKS COPY

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY, INC.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and R.J. BEHAR & COMPANY, INC. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the"consultant "), whose place of business is7850 NW 146TH AvenueMiami Lakes, FL 33016

WHEREAS, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and Engineering*services; and

WHEREAS, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

WHEREAS, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

PUBLIC WORKS COPY

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-DadeCounty. No overnight travel or out-of-town travel outside of Miami-DadeCounty shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:[1]

a. NPDES Permitting and stormwater management;
b. Drainage facilities;
c. Road construction and maintenance;
d. Civil Engineering;
e. GIS Mapping assistance;
f. Utility infrastructure evaluation and review;
g. Plat and site plan review;
h. Park and park land development;
i. Environmental engineering;
j. Surveying;
k. Project management;
l. Opinion of probable cost of construction; and
m. Public Works permitting and inspections.

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[1] The disciplines listed below are more extensively defined and identified in RFQ _____ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

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2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

a. The Scope of Services;
b. The Deliverables;
c. The Time and Schedule of Performance and Term;
d. The amount of Compensation;
e. The Personnel assigned to the specific project;
f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed $25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

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SECTION 3. TERM/TERMINATION

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **TerminationFor Convenience.**The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.**Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement 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 consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

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3.5 **Termination for Lack of Funds.**Not withstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement 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 agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

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

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

3.6 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 **Non-Exclusive Agreement**- Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 **Changes Permitted.**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. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

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4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed $25,000.00 per contract. Changes, which exceed $25,000.00, shall be approved by the village council.

SECTION 5. NO DAMAGES FOR DELAY CLAUSE

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

SECTION 6. RIGHT TO WITHHOLD

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

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SECTION 7. INTEREST PAYMENTS

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statues.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

SECTION 8. SURVIVAL OF PROVISIONS

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

SECTION 9. VILLAGE'S RESPONSIBILITIES

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

SECTION 10. CODE OF ETHICS

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

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SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

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SECTION 13. RECORDS/AUDITS

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

SECTION 14. NO CONTINGENT FEE

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 15. INDEPENDENT CONTRACTOR

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

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SECTION 16. ASSIGNMENT; AMENDMENTS

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

SECTION 17. INDEMNIFICATION/HOLD HARMLESS

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

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

SECTION 18. INSURANCE

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

A. Professional Liability Insurance in the amount of $1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

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sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of $500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

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

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

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18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT

19.1 **Village Representative**. It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative**. Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

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SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

20.1 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 agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

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

SECTION 21. MEDIATION

21.1 Any claim or dispute arising out of or related to this agreement 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.

21.2 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.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11th judicial circuit for the State of Florida.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 23. CONSULTANT'S RESPONSIBILITIES

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

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professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

SECTION 24. SUBCONSULTANTS

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

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

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24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

SECTION 25. NOTICES

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers:7850 NW 146TH Avenue
Miami Lakes, FL 33016

FOR CONSULTANT:

R.J. BEHAR & COMPANY, INC.
7850 NW 146 Ave
Miami Lakes, FL 33016
Telephone: (305) 558-3777
Facsimile: (305) 558-8909

FOR VILLAGE:

Village of PalmettoBay
Attention: Corrice E. Patterson, Director of Public Works
9495 SW 180TH Street
Palmetto Bay, Florida33157
Telephone: (305) 969-5011
Facsimile: (305) 969-5091

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the

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compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each project agreement.

SECTION 27. CONSENT TO JURISDICTION

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

SECTION 28. GOVERNING LAW

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

SECTION 30. EXHIBITS

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

SECTION 31. SEVERABILITY

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 32. COUNTERPARTS

32.1 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.

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SECTION 33. WARRANTY OF AUTHORITY

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

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

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

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

IN WITNESS WHEREOF, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

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ATTEST:

VILLAGE OF PALMETTOBAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: 4-28-14

APPROVED AS TO FORM:

Village Attorney

ATTEST:

R.J. BEHAR & COMPANY, INC.

By: _____
Robert J. Behar, P.E.
President

Date: 3-6-14

WITNESSES:

Dereth Behar

Print Name: Dereth Behar

Lizanna Kadir

Print Name: Lizanna Kadir

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EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. [illegible]

[INSERT NAME OF PROJECT]

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PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and [Insert Company Name], _____ ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

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SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

_____
_____
_____

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect _____, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The consultant may claim extension if the factors involved are not under their direct control.

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Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" $_____. **[OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED $_____.]**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

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village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

PUBLIC WORKS COPY

compensated for all services performed to the satisfaction of the village and for reimbursable expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement. Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

6.4 **Suspension for Convenience**. The village shall have the right at any time to direct the consultant to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the village, the consultant shall immediately comply with same. In the event the village directs a suspension of performance as provided for herein through no fault of the consultant, the village shall pay to the consultant its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated _____ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PUBLIC WORKS COPY

ATTEST:

VILLAGE OF PALMETTOBAY

_____
Village Clerk

By:_____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

_____
Village Attorney

ATTEST:

[Insert Company Name]

By:_____
[Insert Name]
[Insert Job Title]

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

PUBLIC WORKS COPY

Exhibit "1"

Project Description

[TO BE INSERTED]

PUBLIC WORKS COPY

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

PUBLIC WORKS COPY

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

PUBLIC WORKS COPY

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

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EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

Engineer - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

Construction Manager – Individual responsible for coordinating construction administration and onsite observations.

Construction Observation– Technical personnel responsible for observing construction projects.

Senior Draftsman/Technical/CADD Operators - CADD Operators and Designers responsible for CADD technical support and design.

Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

Data Processing/Clerical/Administrative - Staff members responsible for providing clerical and secretarial support to the organization.

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EXHIBIT "C"

PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS DOCUMENT
NO. 2013-PW-100

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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R.J.Behar & Company, Inc.
Engineers • Planners

March 6, 2014

EXHIBIT "B"

Village of Palmetto Bay
9750 East Hibiscus Street
Palmetto Beach, FL 33157

Professional Fee Schedule for the Village of Palmetto Bay
RFQ No. 2013-PW-100
Continuing Services Agreement
Transportation Planning and Engineering Services

Company Name	Address
RJ Behar & Company, Inc Tel. No. 954-680-7771	6861 SW 196 Avenue, Suite 302 Pembroke Pines, Florida 33332

Hourly Project Billing Rate	
Category	**Hourly Rate**
Principal-in-Charge	$202.00
Project Manager (P.E.)	$180.00
Senior Engineer (P.E.)	$160.00
Project Engineer (P.E.)	$119.00
Engineer	$100.00
Construction Manager, (P.E.)	$181.00
Senior Inspector	$100.00
Inspector	$76.00
CADD Technician	$89.00
Entry Level Engineer	$70.00
Clerical	$52.00

Note: Rates are valid from July 1, 2013 through June 30, 2014

Robert J. Behar, P.E.
President/CEO

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6861 S.W. 196 Avenue, Suite 302 • Pembroke Pines, FL 33332 • Tel: (954) 680-7771 • Fax: (954) 680-7781

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Insurance Brokerage
450 Northridge Parkway
Suite 102
Atlanta GA 30350

CONTACT NAME: Cooper Smith
PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD	11000
INSURER B: Travelers Casualty & Surety	19038
INSURER C: Continental Casualty Company	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R.J. Behar & Company, Inc.
6861 S.W. 196th Avenue
Suite 302
Pembroke Pines FL 33332

COVERAGES CERTIFICATE NUMBER: 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			20UECNG0289	11/17/2013	11/17/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3864T21-4	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			AEH 28 836 36 39	11/17/2013	11/17/2014	Per Claim	$2,000,000
							Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Continuing Services Agreement.

CERTIFICATE HOLDER

Village of Palmetto Bay, Florida
9705 East Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Collings/JERRY

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EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

R.J. BEHAR & COMPANY

for

Work Authorization No. [redacted]

SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2

PROJECT AGREEMENT
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

R. J. BEHAR & COMPANY

For

Work Authorization No. _____

SAFE ROUTE TO SCHOOL IMPROVEMENTS NEAR PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY PRIORITY 2

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and R. J. BEHAR & COMPANY("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the consultant shall provide to the village the following Deliverables:

_____

_____

_____

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect _____, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

3.2 **Commencement.** The consultant's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the consultant from the village. The consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the village manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" $ 115,492.00 . **[OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED $_____.]**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the village. The village shall pay consultant within 30 days of approval by the village manager of any invoices submitted by consultant to the village.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the village with additional backup documentation within five working days of the date of the

village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

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5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the consultant's invoice for final payment and reimbursement shall constitute the consultant's representation to the village that, upon receipt from the village of the amount invoiced, all obligations of the consultant to others, including its consultants, incurred in connection with the project, shall be paid in full. The consultant shall deliver to the village all documents requested by the village evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the village by the consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that consultant abandons this project agreement or causes it to be terminated by the village, the consultant shall indemnify the village against any loss pertaining to this termination. In the event that the consultant is terminated by the village for cause and it is subsequently determined by a court by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be compensated for all services performed to the satisfaction of the village and for reimbursable

expenses incurred prior to the date of termination. The consultant shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the village make any payment to the consultant for services which have not been performed.

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7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated _____ between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

_____
Village Clerk

By:_____
Edward Silva, Village Manager

Date: _____

APPROVED AS TO FORM:

_____
Village Attorney

ATTEST:

R. J. BEHAR & COMPANY
By:_____
Robert J. Behar, P.E.
President

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "1"

Project Description

[SEE ATTACHED]

Exhibit "2"

Scope of Services and Project Schedule

[SEE ATTACHED]

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE
SEE ATTACHED

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

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Senior Draftsman/Technical/CADD Operators - CADD Operators and Designers responsible for CADD technical support and design.

Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

Data Processing/Clerical/Administrative - Staff members responsible for providing clerical and secretarial support to the organization.

EXHIBIT "C"

PROFESSIONAL SERVICES
REQUEST FOR QUALIFICATIONS DOCUMENT
NO. 2013-PW-100

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT; TERMINATING THE VILLAGE OF PALMETTO BAY'S PARTICIPATION IN THE INTERLOCAL AGREEMENT; PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer)

WHEREAS, the Green Corridor Property Assessment Clean Energy (PACE) District is a governmental special district created by an interlocal agreement among local governments, including the Village of Palmetto Bay; and

WHEREAS, any parties to the interlocal agreement (executed by Palmetto Bay on 24 July 2012) are permitted to terminate its involvement with the District and its participation in the interlocal agreement; and

WHEREAS, the use by residents of debt that is transformed into governmental special assessments and placed on property tax bills (collected through tax collection methods) has negative implications for owners in re-sale of their property and legal options for the extinguishment of debt; and

WHEREAS, the interest rate charged in computing the size of the governmental special assessment to be placed on the property frequently exceeds the interest rate otherwise available to homeowners; and

WHEREAS, profits from the financing method accrue to a private entity, the Third Party Administrator (Ygrene Florida Energy Fund, LLC); and

WHEREAS, the participation by the Village of Palmetto Bay in the PACE District appears to represent an endorsement by the Village of this method of financing used by the PACE District and its private Third Party Administrator (Ygrene Florida Energy Fund, LLC); and

WHEREAS, the participation in the PACE District by the Village of Palmetto Bay Village is implemented by Chapter 17 of the Village Code (adopted by Ordinance 2011-10) and by the interlocal agreement (signed by Palmetto Bay on 24 July 2012); and

WHEREAS, the Village of Palmetto Bay does not wish to appear to endorse a method of financing that encumbers real property though governmental special assessments and frequently is higher than other sources of financing.

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

Section 1. Effective ten (10) days following the adoption of an ordinance by the Council of the Village of Palmetto Bay that repeals Chapter 17 of the Code of Palmetto Bay (entitled Green Corridor PACE District), the Village formally withdraws from and terminates participation in the interlocal agreement establishing the PACE District (signed by Palmetto Bay on 24 July 2012) and in the PACE District itself (pursuant to section 13 of the interlocal agreement).

Section 2. The Village Clerk shall provide a copy of this Resolution to all parties to the interlocal agreement upon passage of this Resolution, and shall inform all parties to the interlocal agreement of the repeal of Chapter 17, Palmetto Bay Code (Ordinance 2011-10) immediately upon its repeal.

PASSED and ADOPTED this _____ day of May, 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY FLORIDA, REPEALING CHAPTER 17: GREEN CORRIDOR PACE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer)

WHEREAS, the Green Corridor Property Assessment Clean Energy (PACE) District is a governmental special district created by an interlocal agreement among local governments, including the Village of Palmetto Bay; and

WHEREAS, any party to the interlocal agreement (executed by Palmetto Bay on 24 July 2012) are permitted to terminate its involvement with the District and its participation in the interlocal agreement; and

WHEREAS, the use by residents of debt which is transformed into governmental special assessments, placed on property tax bills and collected through tax collection methods, has negative implications for owners in re-sale and legal options for the extinguishment of debt (such as bankruptcy); and

WHEREAS, the interest rate charged in computing the size of the governmental special assessment to be placed on the property frequently exceeds the interest rate otherwise available to homeowners; and

WHEREAS, profits from the financing method accrue to a private entity, the Third Party Administrator (Ygrene Florida Energy Fund, LLC); and

WHEREAS, the participation by the Village of Palmetto Bay in the PACE District appears to represent an endorsement by the Village of this method of financing used by the PACE District and its private Third Party Administrator (Ygrene Florida Energy Fund, LLC); and

WHEREAS, the participation in the PACE District by the Village of Palmetto Bay Village is implemented by Chapter 17 of the Village Code (adopted by Ordinance 2011-10) and by the interlocal agreement (signed by Palmetto Bay on 24 July 2012); and

WHEREAS, the Village of Palmetto Bay does not wish to appear to endorse a method of financing which encumbers real property though governmental special assessments and which frequently is higher than other sources of financing.

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

Section 1. Chapter 17, Palmetto Bay Code (Ordinance 2011-10) is hereby repealed in full.

Section 2. The repeal of Chapter 17, Palmetto Bay Code, is as follows:

Chapter 17 - ~~GREEN CORRIDOR PACE DISTRICT~~ Reserved

~~**Sec. 17-1. - Purpose.**~~

~~(a) The Florida Legislature in 2011 enacted laws which amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources. The legislature also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security, and the reduction of greenhouse gases. In addition to establishing policies to promote the use of renewable energy, the Legislature provided for a schedule of increases in energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction. In the 2008 general election, the voters of this state approved a constitutional amendment authorizing the legislature, by general law, to prohibit consideration of any change or improvement made for the purpose of improving a property's resistance to wind damage or the installation of a renewable energy source device in the determination of the assessed value of residential real property.~~

~~(b) The legislature in enacting F.S. § 163.08, found that all energy-consuming improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production. Improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption. All improved properties not protected from wind damage by wind resistance qualifying improvements contribute to the burden affecting all improved property resulting from potential wind damage. Improved property that has been retrofitted with wind resistance qualifying improvements receives the special benefit of reducing the property's burden from potential wind damage. Further, the installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies. In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the state legislature found that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.~~

~~(c) The state legislature also determined that the actions authorized under this section, including, but not limited to, the financing of qualifying improvements through the execution of financing agreements and the related imposition of voluntary assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants.~~

~~(d) F.S. § 163.08, under the "PACE Act" provides and allows for providing funding and financing for certain clean energy, renewable energy and wind resistant qualifying improvements and associated programs by local governments for "Property Assessed Clean Energy." Section 163.08 provides that a local government may levy non-ad valorem assessments to fund qualifying improvements, which a property owner may apply to the village for funding to finance a qualifying improvement and enter into a financing agreement with the village.~~

~~(e) Pursuant to the village's home rule powers, the village may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements.~~

~~(f) The village, through the Green Corridor District intends to develop a qualifying improvement program which is to be administered by a for-profit entity on behalf of and at the discretion of all the local government's participating in the interlocal agreement.~~

~~(g) It is the intent of the village, through the Green Corridor Interlocal to enter into a financing agreement only with the record owner of the affected property any financing agreement shall be consistent with state law and a lien may be placed on the underlying property where the authorized improvements are installed consistent with F.S. § 189.403, as more specifically delineated in subsection (i) below.~~

~~(h) The Town of Cutler Bay proposes the development of a "Green Corridor" district under the powers delineated under F.S. § 163.01, "the Florida Interlocal Cooperation Act of 1969" and the PACE Act. The Town of Cutler Bay is seeking to partner with the village and other local municipalities to create a separate legal entity under F.S. § 163.01(7)(g), for purposes of offering a PACE program to constituents of the member governments thereof and the village intends to participate in this program.~~

~~(i) Pursuant to F.S. § 163.08, a municipality or its created special district may finance energy- related "qualifying improvements" through voluntary assessments. Additionally, pursuant to F.S. § 163.08, the improved property that has been retrofitted with energy-related qualifying improvements receive special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies. The execution of the interlocal agreement, which agreement is acknowledged herein, and which may be modified from time to time by resolution proposes the establishment of the district as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements within the district.~~

~~**Sec. 17-2. - Creation of a partnership between the village, and other participating municipalities, or local governments in the Green Corridor District, which district shall be a separate legal entity.**~~

~~Additional local governments may join and enter into the interlocal agreement creating the district by approval of district's board, and execution of the interlocal referenced herein, and by adoption of an ordinance or resolution of support establishing the district. The district shall be created pursuant to F.S. § 163.01 and F.S. § 163.08, to finance energy related "qualifying improvements through voluntary assessments as defined in F.S. § 163.08.~~

~~**Sec. 17-3. - [Procedures, powers, and substantive provisions of the district.]**~~

~~The procedures, powers, and substantive provisions of the district shall be as provided for in the interlocal agreement and as otherwise determined by the district board.~~

~~**Sec. 17-4. - Non-ad valorem assessment.**~~

~~The village, through the district, would authorize a property owner within the village to apply to the district for funding to finance a "qualifying improvement" as defined under F.S. § 163.08, and enter into a financing agreement with the village, through the district. The costs of the program that are incurred by the village for this purpose may be collected as a non-ad valorem assessment to be collected pursuant to F.S. § 197.3632.~~

Section 3. This repeal shall be effective immediately upon adoption.

PASSED AND ENACTED this _____ day of _____, 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 _____

ITEM 12B

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Amended Building Fee schedule- 1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; AMENDING THE PERMIT FEE SCHEDULE FOR THE BUILDING DEPARTMENT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer and Co-Sponsored by Mayor Eugene Flinn)

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay provides a fee schedule to recover the cost of delivering services related to building permit fee activity. The Village last amended its building permit fee schedule in May of 2015. and once again reviewed its permit revenue. The findings of that review support an addition 5% across the board reduction in building permit fees. The proposed fee schedule is included as Exhibit A of the proposed ordinance.

FISCAL/BUDGETARY IMPACT:

The proposed fee schedule keeps the building department fund as a revenue-neutral enterprise fund, which requires that building fees be utilized not for supplementing the general revenue fund, but to be revenue-neutral to the building department.

RECOMMENDATION:

Approval is recommended.

Attachments:
Exhibit A – (Proposed Fee Schedule)

Darby Delsalle, AICP
Director of Planning and Zoning

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; AMENDING THE PERMIT FEE SCHEDULE FOR THE BUILDING DEPARTMENT; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer and Co-Sponsored by Mayor Eugene Flinn)

WHEREAS, the Village of Palmetto Bay is authorized by state law to charge fees for the issuance of building permits and to recoup costs associated with the processing of building permit applications, permit plan reviews and inspection services provided by the Village; and

WHEREAS, the Village, pursuant to section 4.3(A)(5) of the Village Charter, may set service or user charges for municipal services or grant administrative authority to set such charges; and

WHEREAS, the Village Council, on May 4, 2014, passed on second reading Ordinance No. 2013-04, amending the Permit Fee Schedule; and

WHEREAS, the Village is entitled to amend its permit fee schedule; and

WHEREAS, the Building Department has once again reviewed its operational expenses, and after providing for appropriate levels of reserves in the event of an emergency, is recommending a reduction of building permit fees of approximately 5% across the board; and

WHEREAS, the Village Council desires to amend the Permit Fee Schedule, to provide for lower building permit fees and associated zoning permit fees.

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

Section 1. The Village Council hereby amends APPENDIX A, Permit Fee Schedule, of the Village's Code of Ordinances, for the issuance of building permits, provisions of inspections, issuance of certificates of occupancy, and related building activities and services, as provided at ATTACHMENT "A" of this Ordinance.

Section 2. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason to be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

Section 4. This Ordinance shall be codified and included in the Code of Ordinances.

First Reading: _____

Second Reading: _____

PASSED and ENACTED this ____ day of _____, 2016.

Attest: _____

Meighan 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

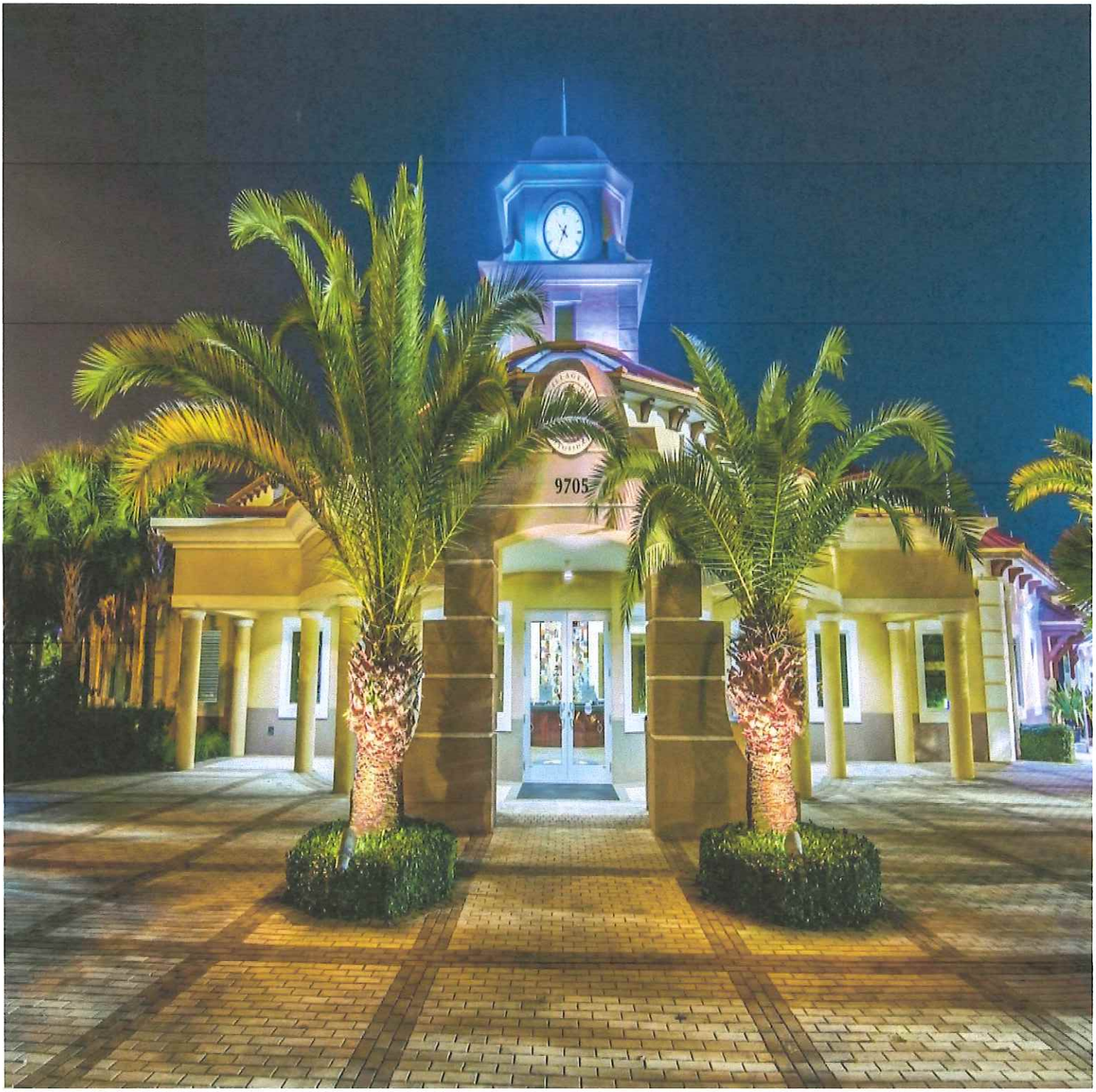
Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

APPENDIX "A"

VILLAGE OF PALMETTO BAY



FEE SCHEDULE

MAY 2016

Code	BUILDING PERMIT FEES	Building Fee	
BP102A	Upfront processing fee non-refundable(Required for all permit applications)	~~$115.00~~	$ 110.00
BP102B	Minimum fee for all Building Permits (Greater than $2000 in cost)	~~$165.00~~	$ 157.00
	New Building/ additions (residential) New construction for single family residences including all trade associated fees:		
BP107	0-500 square feet	~~$ 1520.00~~	$1145.00
BP108	501 square feet or greater (maximum fee amount $ 150,000)		4% of cost
	Alterations (residential):		
BP111A	Kitchen or Bath (New Cabinets and/or Replacement of fixtures)up to $25,000 cost	~~$ 700~~	$ 665.00
BP111B	Kitchen and Bathroom Remodeling combined up to 25,000 cost	~~$ 1,000~~	$950.00
BP110	All other Alterations exceeding $25,000 (maximum fee amount $ 125,000)		3.8% of cost
BP113	**Repairs due to Fire** Minimum fee	~~$650~~	$ 610.00
BP114	**Repairs due to** Fire (maximum fee amount $ 250,000)		4% of cost
BP126	**Shade Houses** per 100 square feet or fractional part thereof	~~$95.00~~	$ 91.00
	Tents (10'x10' or greater): (Inclusive Electrical & Plumbing Permits)		
BP130	0-300 square feet	~~$ 275.00~~	$ 262.00
	301 square feet or greater	~~$ 475.00~~	$ 452.00
	New Construction/ Additions- Commercial (per sq. ft., includes permit fees for all trades:		
BP112	0-1,000 sq. ft.	~~$ 750.00~~	$713
	1,001 sq. ft. or greater (maximum fee amount $ 500,000)	5% of cost	
	New Construction (Shell only)- Commercial (per sq. ft.) includes permit fees for all trades:		
BP112A	0-1,000 sq. ft.	~~$ 500.00~~	$475
	1,001 sq. ft. or greater (maximum fee amount $350,000)	3% of cost	
BP112B	**Alterations-Commercial** Minimum fee	~~$ 800.00~~	$760
	Alterations-Commercial (maximum fee amount $ 500,000)	5% of cost	
RP113	**Parking lots-Minimum fee:**	$ 175.00	$167.00
RP114	Resurfacing of Parking lots		$.05/ sq. ft.
RP115	Resealing of parking lots		$.03/sq. ft.
	Slabs:		
RP116	Driveway/Slabs only (Residential)		
	a) 0 - 500 square feet	~~$135.00~~	$129.00
	b) 501 and above	~~$215.00~~	$ 205.00
RP116B	Each Approach (Residential)		
	a) Up to two approaches	~~$ 85.00~~	$ 81.00
	b) 3rd. approaches or more	~~$150.00~~	$ 143.00
RP116C	Sidewalk only (Residential per residence)	~~$ 95.00~~	$ 91.00
	Roofing/Re-Roofing/Roof repair :		
RF01	Minimum Fee/ Upfront fee	~~$ 125.00~~	$ 119.00
RF02	All roof types		$ .17/ sq. ft.
	Fences and/or Walls:		
	Wood or chain link fences		
RP118A	Temporary Fence Fee (commercial/construction fencing)	~~$165.00~~	$ 157.00
RP118	Minimum Fee	*$ 150.00*	
RP117	0-500 linear feet	~~$ 0.55/lin. foot~~	$0.53/lin. foot
	Per additional 500 linear feet increment	~~$ 225.00~~	$ 214.00
RP119	**Masonry or Ornamental iron fences**	~~$ 700.00~~	$ 665.00
	Per 100 linear feet or increment thereof	~~$ 185.00~~	$ 176.00
	Swimming Pool, Spas and Hot Tubs (inclusive of all trade permits):		
SP01	a) Pools, Spas and deck (residential)	~~$ 950.00~~	$ 903.00
	b) _Pools, Spas and deck (commercial)	~~$1,500~~	$1,425.00
SP01A	Spa/hot tub only	~~$ 650.00~~	$ 618.00
SP02	Repair of swimming pool/spa per trade required	~~$ 150.00~~	$ 143.00
SP04	a) Pool Resurfacing (residential)	~~$115.00~~	$ 110.00

	b) Pools, Spas and deck (commercial)	~~$ 250.00~~	$ 236.00
	Demolition of Building (per structure):		
DP01	Interior demolition only (residential)	~~$ 475.00~~	$ 452.00
DP02	Partial demolition (commercial)	~~$ 950.00~~	$ 903.00
DP03	Total demolition	~~$1,400.00~~	$1,3300.00
	Installation or Replacement of Windows or Doors:		
Wn01	Minimum Fee	~~$ 175.00~~	$ 167.00
Wn01A	Each additional opening	~~$ 5.75~~	$ 5.47
SD20	Ornamental Iron Security bars	~~$ 190.00~~	$ 181.00
	Screen Enclosures/Canopies/Awnings and Aluminum Roofs:		
BP135	Screen Enclosures	~~$ 475.00~~	$ 452.00
BP136	Free standing canopies/Trellises	~~$ 225.00~~	$ 214.00
BP137	Awnings/Canopies (Minimum fee $175.00)	~~$40. / awning~~	$ 38/awning
BP138	Repair Awnings and Canopies (Minimum fee $175.00)	~~$ 25.00 ea.~~	$24/awning
BP140	**Temporary Trailer for Construction (1 year permit)**	~~$ 750.00~~	$ 713.00
BP141	**Trailer Tie Down**	~~$150.00~~	$ 143.00
BP142	**Renewal Permit for Trailer**	~~$500.00~~	$475.00
********	**Sign Permit Fee**		
SI01	Fee per sign (up to 3 signs per fee) Non-Electrical	~~$ 400.00~~	$ 380.00
EL50	Electrical fee for signs (up to 3 signs per fee) (Inclusive of Electrical)	~~$ 425.00~~	$ 404.00
	Shutters		
WN05	Up to 10 openings	~~$ 140.00~~	$ 133.00
	11 openings or greater		$ 9/opening
CH01	**Chickee Hut (no trades)**	None	
RG01	**Gutters (Residential)**	~~$ 1,143.00~~	$ 1,086.00
BP125	**Utility Sheds (All sizes)**	~~$ 140.00~~	$ 133.00
	Stand-by generators (inclusive of all trade fees)		
GP01	20 kw or less	~~$ 615.00~~	$ 585.00
GP02	21 kw or greater	~~$1,000.00~~	$ 950.00
BP106A	**All work whose value does not exceed $ 500 (all inclusive)**	~~$ 50.00~~	$ 48.00
BP 106B	All work whose value exceeds $ 501 but less than $ 1,000 (all inclusive)	~~$ 85.00~~	$ 72.00
BP106C	All work whose value exceeds $ 1,001 but less than $ 2,000 (all inclusive)	~~$ 150.00~~	$ 143.00
	Temporary Platforms and Bleachers for Public Use (three months or less)		
BP131	For every 100 sq. ft. of platform or seating area	~~$11.00~~	$ 10.00
	New Construction other than specified		
BP112C	Minimum fee $250.00 (maximum fee amount $ 500,000)	6% of Building Cost	
BP112D	Flooring Fee (Commercial per unit)	~~$125.00~~	$ 119.00
	GENERAL INFORMATION ON SPECIAL FEES, REFUNDS, EXTENSIONS, AND CANCELLATIONS:		
BP01	**DOUBLE FEES:** When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of 100% of the usual permit fee in addition to the required permit fee established herein plus one hundred dollars ($100.00) as per code of Miami-Dade County Chapter 8 Section 8-12 (c). The payment of the required fee shall not relieve the applicant of other penalties established by law. The double fee requirement shall be applicable to all division of the building department.	~~$ 100.00~~	Double permit fee plus $ 95.00
BP02	For second offense of doing work without a permit, the permit applicant shall be required to pay twice the double permit fees plus two hundred dollars ($200.00)	~~$200.00~~	Double permit fee plus $ 180.00
BP03	Each offense thereafter, the permit applicant shall be required to pay twice the double permit fee plus five hundred dollars ($500.00)	~~$500.00~~	Double permit fee plus $ 475.00
BP05A	**LOST PLANS AND PERMIT CARD FEE:**		
	LOST PLANS: When plans for new buildings and additions are lost by the owner or contractor, a recertification fee will be required to review, stamp and approve a new set of plans as a field copy.		Cost of reproduction and 30% of original permit fee
BP12	**LOST PERMIT CARD FEE:** A replacement fee shall be charged for loss of a permit inspection record card after a permit has been	~~$50.00~~	$ 48.00

	issued.		
	REFUNDS, TIME LIMITATION, CANCELLATIONS:		
BP14	The fees charged pursuant to this schedule, may be refunded by the Village of Palmetto Bay, subject to the following: a. **No refunds** shall be made on requests involving: 1. Permit fees for $100.00 or less; or 2. Permits revoked by the building official or the director of the building department under the authority granted by the Florida Building Code, or permits cancelled by court order, or conditions permits; or 3. Permits which have expired; or 4. Permits under which work has commenced as evidenced by any recorded inspection having been made by the building department; or 5. The original permit holder when there is a change of contractor; or 6. Upfront fees		
BP15	b. A full refund less $100.00 or 50 % of the permit fee, whichever is greater, rounded to the nearest dollar , shall be granted to a permit holder who: Requests a refund, provided; 1. That the building department received a written request from the permit holder prior to the permit expiration date; and 2. That the permit holder submits with such request that the applicant's validated copy of such permit; and 3. That no work has commenced under such permit as evidenced by any recorded inspection and/or field inspection.		
BP16	Where there is a ***change of contractor*** or qualifier involving a permit, the second permit holder shall apply a fee to cover the cost of transferring the data from the original permit to the second permit.	~~$175.00~~	$ 167.00
BP17	c. A fee shall be paid by the permit holder who submits a written request for a ***permit*** **extension** as authorized under the Florida Building code	~~$100.00~~	$ 95.00
BP18	d. Where a permit has been found null and void pursuant to Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any reapplication fee for a –permit covering the same project and involving the same plans, provided that the complete reapplication is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in his section.	50% of the original permit fee	
BP117	e. A fee of $200.00 shall be charged to renew and close expired permits previously issued by the Miami-Dade county, provided that the applicant submits to the village of Palmetto Bay's building official an affidavit from a registered architect or engineer that satisfies the requirements of the Florida Building Code to renew and close the expired permit, and that the affidavit includes evidence that the construction was completed to March 1, 2002.	~~$200.00~~	$ 190.00
BP117a	f. A fee of $50.00 shall be charged for each site inspections to close expired Miami-Dade county permits where the work was never initiated, and a building permit or an engineering or architect letter is not required, pursuant to (e) above.	~~$50.00~~	$ 48.00
BP-04	**INSPECTIONS/ PLAN REVIEWS REQUIRING OVERTIME:** g. Charges for construction inspections or plan reviews, which are requested shall be paid in advance.	$ ~~400.00~~ 380.00 on a regular weekends or $ ~~700.00~~ 665.00 holiday weekends	
BP-04a	**Partial inspection requests shall incur an additional fee per inspection**	~~$ 75.00~~	$ 72.00
BP-04b	**Re-inspection Fee (currently $100.00) each**	~~$ 100.00~~	$ 95.00
	FEES BASED ON ESTIMATED COST-DOCUMENTATION REQUIREMENTS: The Building Department may require the permit applicant to submit appropriate documentation, fully executed, as proof of estimated cost of construction used to compute permit fees.		
BP11	**ENFORCEMENT (Applicable to all trades):** Florida Statue 553.80 Enforcement "Section 2(b)- With respect to evaluation of design professionals' documents, if a local government finds it necessary , in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including but not limited to , egress fire protection, structural stability, energy accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of Florida Building Commission adopted pursuant to Chapter 12, the local government shall impose, **each time after the third such review the plans are rejected for the code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review."**	~~$ 175.00~~	$ 167.00

BP04	**ENFORCEMENT (Applicable to all trades)—(cont'd):** "Section 2(c)- With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, **the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater for each such subsequent re-inspection."**	~~$ 100.00~~	$ 95.00
	40 YEAR CERTIFICATION:		
BP127	40 year certification under Chapter 8 of the Miami-Dade County Code Review	~~$ 450.00~~	$ 428.00
BP128	a) Re-Certification at 10 year intervals thereafter	~~$ 450.00~~	$ 428.00
BP129	b) Extension request for a permit not to exceed 30 days	~~$ 100.00~~	$ 95.00
	LIEN SEARCHES:		
BP118	a) Regular (3-5 days)	~~$ 50.00~~	$48.00
BP099A	b) Express (next day)	~~$ 150.00~~	$143.00
	REVISIONS:		
BP10A	a) Minor revisions	$ 150.00	143.00
BP10B	b) **Minimum fee per trade** with a maximum of 50% of original permit fee or $1000.00	$75.00 per trade	
	CERTIFICATE OF OCCUPANCY/COMPLETION:		
	Single Family Residence, Townhouse (each unit), Duplex each unit (C.O)	~~$70.00~~	$ 67.00
	Apartments, Hotels, Multiple Family Uses:		
CO03	a) 2 to 50 units	~~$150.00~~	$ 143.00
	b) 51 to 100 units	~~$200.00~~	$ 190.00
	c) 101 or more units	~~$250.00~~	$ 236.00
CO07	d) Private School, Day Nursery, Convalescent and Nursing Home, Hospital, Assisted Living Facility (ALF) and developmentally disabled home care	~~$300.00~~	$ 285.00
	e) All Commercial Entities		
	Commercial/ Industrial:		
CO09	Per sq. Ft. of Business Area	$0.10	
CO09A	Minimum Fee	~~$200.00~~	$ 190.00
	Building Shell Commercial (New Construction) (C.C.):		
CO15	Building and Unit Shell	~~$150.00~~	$ 143.00
CO16	Occupancy without CO/CC a) (In Violation)	~~$250.00~~ 236.00 plus a double CO/CC	
CO17	Temporary Certificate of Occupancy (per 60 day interval)	~~$200.00~~	$ 190.00
BP23	a) **Building Code Compliance Fee (Miami-Dade Compliance) $0.60 per every $1000.00 of value of construction.**	As per the lasts MDC Code Ordinance Chapter 8-12 as updated	
BP-21A **BP-21B** **BP21A** **BP21B**	**EFFECTIVE October 1, 2010, a Florida Building Code Enforcement Surcharge (F.S. 553.721) and Building Code Administration and Inspection Fee (F.S. 468.631) shall be added to each permit equal to 3% of any building permits, mechanical, electrical, and plumbing permits, etc., with a minimum fee of $2.00 per permit.**	As per the latest Florida Statutes 468.631 and 553.721	
	SHOP DRAWING REVIEW:		
SD01	a) Trusses/Steel Structures	~~$45.00~~	$ 43
SD02	b) Precast/ Pre stress (Roof-Floor-Walls)	~~$45.00~~	$ 43
SD03	c) Overhead Doors each	~~$18.00~~	$ 17
SD04	d) Skylights each	~~$18.00~~	$ 17
SD05	e) Hand Rails/Stair Rails per linear feet	~~$18.00~~	$ 17
SD06	f) Storefront/Fixed Glazing (Under 8 feet high by 4 feet wide) each 100 square feet or part	~~$14.00~~	$ 13

SD07	g) Walk-in Coolers each	~~$175.00~~	$ 167.00
BP099	EXPRESS PERMIT FEE		$25.00

Code	PLUMBING PERMIT FEES	Building Fee	
PL04	Upfront Fee	~~$115.00~~	$110.00
PL07	Minimum Plumbing or Gas fee	~~$ 115.00~~	$110.00
PL05	Fixture rough or set		$ 9.00
	Settling tanks, gas or oil interceptors and grease traps & Septic tank		
PL08	Residential or Commercial	~~$ 95.00~~	$ 91.00
PL10	Sewer connection	~~$ 95.00~~	$ 91.00
PL19	Irrigation system per zone	~~$ 22.50~~	$ 22.00
PL15	Water service connection per meter	~~$ 15.00~~	$ 14.00
	Swimming Pools		
PS04	Swimming pool heater	~~$ 95.00~~	$ 91.00
PS05	Swimming pool repair	~~$ 115.00~~	$ 110.00
PS-06	Swimming Pools commercial (repair)	~~$ 250.00~~	$ 236.00
PL17	2" or less water service backflow assembly	$ 75.00	$ 72.00
PL18	2 ½" or greater water service backflow assembly	$125.00	$ 119.00
PL20	Solar panel (replace or additional) 10 kw or less	~~$ 100.00~~	$ 95.00
PL21	Solar panel (replace or additional) 11 kw or greater	~~$ 450.00~~	$ 428.00
PL22	Water heater replacement	~~$ 50.00~~	$ 48.00
	Wells		
PL26	1 ½ horse power or less	~~$ 115.00~~	$ 110.00
PL27	Greater than 1 ½ horse power	~~$ 290.00~~	$ 276.00
	Natural Gas or a liquefied petroleum		
GS05	For each meter (new or replacement)	~~$ 10.00~~	$ 9.00
GS04	For each outlet or appliance(Commercial)	~~$ 15.00~~	$ 14.00
GS08	Underground and above ground L.P. gas tanks at a single location	~~$ 110.00~~	$ 105.00
GS09	Gas water heater replacement	~~$ 50.00~~	$ 48.00
GS10	Gas Repair	~~$65.00~~	$ 62.00
	Water treatment plants, pumping stations, sewer treatments and lift stations		
PL32	Lift station	~~$ 500.00~~	$ 475.00
PL33	Sewage ejector	~~$ 130.00~~	$ 124.00
	Storm/sanitary utility/collector lines for building drain lines		
PL41	Minimum Fee includes first 30 feet	~~$ 15.00~~	$ 14.00
	Each additional 10 feet or portion thereof	~~$ 11.00~~	$ 10.00
	Manhole or Catch basin		
PL42	Minimum Fee	~~$ 175.00~~	$ 167.00
PL43	Each additional manhole or catch basin	~~$ 25.00~~	$ 24.00
	Temporary Toilets		
PL50	Minimum Fee	~~$ 100.00~~	$ 95.00
PL51	Each additional toilet	~~$ 10.00~~	$ 9.00
PL52	Renewal fee	~~$ 50.00~~	$ 48.00
PL53	Mobile home Connection	~~$ 150.00~~	$ 143.00
	Dental Vacuum lines		
PL60	Each chair	~~$ 125.00~~	$ 119.00

	Medical Gas line		
PL80	Installation per $ 1,000 value	~~$ 20.00~~	$19.00
PS03	Sump Pumps , Re-circulating pumps, domestic pumps, vacuum pumps	~~$ 25.00 each~~	$ 24.00 each

Code	ZONING FEES	Building Fee	
ZL-01	Zoning Inspections fee/per application	~~$ 50.00~~	$ 48.00
ZL-02	Zoning letters residential	~~$ 50.00~~	$ 48.00
ZL-03	Zoning letters Commercial	~~$ 150.00~~	$ 143.00
	Certificate of Use Inspection		
ZL-04a	Minimum fee	~~$ 175.00~~	$ 167.00
ZL-04b	Per square foot of unit	$ 0.07	
ZL-05	Special Event Inspection fee (for profit	~~$ 75.00~~	$ 72.00
	Landscape Plan review	~~83.75/hour min. fee~~ ~~$ 262.50~~	
Zl-06a	Residential	~~$25.00~~	$ 24.00
Zl-06b	Commercial	~~$ 262.50~~	$ 250.00
Zl-07	Waste Containers	~~$ 105.00~~	$ 100.00
Zl-08	Portable storage units per 30 days	~~$ 52.50~~	$ 50.00
ZL-09	Zoning Plan review remodeling	~~$ 50.00~~	$ 48.00
Zl-09a	Minimum fee		
Zl-09b	Maximum fee	~~$ 50.00~~	$ 48.00
Zl-10	Zoning plan review for new construction	~~$ 75.00~~	$ 72.00
ZL-10a	Minimum fee		
ZL-10b	Maximum fee	~~$ 75.00~~	$ 72.00
ZL-11	Zoning plan review fee for commercial per sq. ft.	$ 0.14	
Zl-11a	Minimum fee	~~$ 115.00~~	$ 110.00
ZL-11b	Maximum fee	~~$ 300.00~~	$ 285.00
Zl-12	Zoning plan review for alterations per $ 1.00 of estimated cost or fraction thereof	~~$ 50.00~~	$ 48.00
ZL-12 a	Minimum fee		
Zl-12 b	Maximum fee	~~$ 50.00~~	$ 48.00
ZL-13	Alcohol license application fee	~~$ 225.00~~	$ 214.00
Zl-13 b	Annual renewal fee	~~$ 75.00~~	$ 72.00
Zl-13 b	special event alcohol license fee	~~$ 75.00~~	$ 72.00
Zl-14	Flood plain management plan review	~~$ 100.00~~	$ 95.00
Zl-15	Occupational license inspection fee	~~$ 70.00~~	$ 67.00

Code	ELECTRICAL PERMIT FEES	Building Fee	
EL110	Upfront FEE	~~$ 115.00~~	$ 110.00
EL110A	Minimum Electrical Permit Fee inclusive of repair work	~~$ 115.00~~	$ 110.00
EL40	Roughing per Fixtures / Outlets		$ 2.75
	Electrical Service		
EL01	Permanent service to building per each 100 amps or fraction thereof		$ 9.00
EL06	Temporary service for construction per service	~~$ 95.00~~	$ 91.00
EL07	Construction field office service	~~$ 200.00~~	$ 190.00
EL07A	Minor panel repair	~~$ 100.00~~	$ 95.00
EL08	Reconnect meter	~~$ 100.00~~	$ 95.00
	Feeders (includes feeders to panels. M.C.C., switchboards, elevators, etc.		
EL05	Each feeder	~~$ 20.00~~	$ 19.00
EL05A	Generators, Automatic Transfer switches per 10 kw	~~$ 15.00~~	$ 14.00

	Temporary Service Test		
EL10	Equipment and service (30 day maximum) per service	~~$ 100.00~~	$ 95.00
EL11	Elevator (180 day maximum) per elevator	~~$ 150.00~~	$ 143.00
EL61	**Free Standing Service**	~~$ 150.00~~	$ 143.00
FD01	**Fire Detection System**	~~$ 200.00~~	$ 190.00
	Burglar Alarm System		
BA01	Complete system or repair (commercial only)	~~$ 115.00~~	$ 110.00
IS01	**Intercom System**	~~$ 50.00~~	$ 48.00
	Energy management System		
EP01	Per floor or repair	~~$ 105.00~~	$ 100.00
IS04	Closed Circuit TV	~~$ 105.00~~	$ 100.00
IS05	Vacuum System	~~$ 105.00~~	$ 100.00
IS06	Security System (card reader)	~~$ 105.00~~	$ 100.00
EL60	Temporary Work on Circuses, Carnivals, fairs, Christmas tree lots< fireworks, Tents, Etc.	~~$ 150.00~~	$ 143.00
EL80	Ground Wire for Screen Bonding per installation	~~$ 125.00~~	$ 119.00
EL70	Conduit Duct Bank per linear foot	$ 3.00	
	ALL OTHER WIRING AND OUTLETS:		
EL24	Commercial equipment (cooking, generator, presses, transformer) per 100 KW	~~$ 17.00~~	$ 16.00
EL26	Motors (installation, repair or replacement)	~~$ 20.00~~	$ 19.00
EL27	Air Conditioning and Refrigeration system (new work) per ton	~~$ 12.50~~	$ 12.00

Code	MECHANICAL PERMIT FEE SCHEDULE	Building Fee	
AC04	**Upfront Fee**	$ 115.00	$ 110.00
AC01	Minimum Fee	$ 115.00	$ 110.00
	A/C and refrigeration including replacement, relocation of equipment, and installation of new equipment		
AC05	Each ton	~~$ 22.50~~	$ 22.00
AC10	KW each	~~$ 5.50~~	$ 5.00
AC07	Drain each	~~$ 8.00~~	$ 7.50
	Storage tank for flammable liquids		
TK01	Per tank	~~$ 325.00~~	$ 309.00
	Furnace and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified (pool heater, boilers)		
AC08	Per KW	~~$ 5.00~~	$ 4.75
	Fire Sprinkler System:		
FS101	Per Standpipe	~~$ 45.00~~	$ 43.00
FS102	Per Sprinkler Head	~~$ 2.00~~	
FS103	Per hose rack or bob	~~$ 20.00~~	$ 19.00
FS104	Fire pump	~~$ 200.00~~	$ 180.00
FS105	Each 50 feet of underground piping or part thereof	~~$ 40.00~~	$ 38.00
	Internal Combustion Engines		
ME01	Stationary	~~$ 150.00~~	$ 143.00
	Commercial Kitchen Hoods		
HO01	each	~~$ 250.00~~	$ 236.00
	Other fees		
FS100	Fire chemical halon and spray booths per system	~~$ 190.00~~	$ 181.00
ME100	Insulation, pneumatic tube, conveyor systems, pressure and process piping, sheet metal or fiberglass air conditioning ducts, cooling towers, mechanical ventilation per every thousand square feet	~~$ 50.00~~	$ 48.00
	BOILERS AND PRESSURE VESSELS:		
BO01	Boilers less than 837 MBTU, each	~~$ 175.00~~	$ 167.00
BO02	Boilers 837 MBTU to 6,695, each	~~$ 200.00~~	$ 190.00

BO03	Boilers 6,695 MBTU and up, each	~~$ 300.00~~	$ 285.00
BO10	Steam driven prime movers, each	~~$ 120.00~~	$ 115.00
BO12	Steam actuated Machinery, each	~~$ 120.00~~	$ 115.00
CP01	Unfired pressure vessels (operating at pressure in excess of 60 psi and having volume or more than 5 cubic feet, each	~~$ 175.00~~	$ 167.00
	FEES FOR PERIODIC INSPECTIONS:		
BO04	Steam boilers (annual) each	~~$ 200.00~~	$ 190.00
BO05	Hot water boilers (annual) each	~~$ 100.00~~	$ 95.00
BO06	Unfired pressure vessels (annual) each	~~$ 100.00~~	$ 95.00
BO07	Miniature Boilers (annual) each	~~$ 100.00~~	$ 95.00
BO08	Certificate of inspection(where inspected by insurance company) each	~~$ 175.00~~	$ 167.00
BO11	Shop inspection of boiler or pressure vessels per completed vessel	~~$ 175.00~~	$ 167.00

Code	ANNUAL FACILITY PERMIT FEES	Building Fee	
	In accordance with provisions of the Florida Building Code and Chapter 10 of the Code of Miami-Dade County each firm or organization which performs its own maintenance work with certified maintenance personnel in Factory-Industrial (Group F) Facilities, as well as helpers there under, may pay to Palmetto Bay an annual master and Subsidiary Facility Permit (Premise Permit) – fee in lieu of other fees for maintenance work. Such fee shall be paid to the Building Department and such permit shall be renewed annually at a fee which is calculated in accordance with the provisions of this sub-section.		
	(1) CALCULATION OF THE INITIAL MASTER FACILITY PERMIT FEE Each firm or organization which obtains an annual master facility permit shall include in their application for such permit the total number of maintenance personnel, including helpers and trainees there under, assigned to building, electrical, plumbing or mechanical work. The Master Facility Permit (Premise Permit) fee shall be computed by multiplying the total number of such employees times the fee.		
	Master Facility Permit Fee (multiplying number of employees by fee) Minimum Master Facility Permit Fee	~~$ 52.50~~ ~~$ 1,135.00~~	$ 50.00 $ 1,079.00
	(2) CALCULATION OF THE INITIAL SUBSIDIARY FACILITY PERMIT FEE Each firm or organization, which utilizes decentralized locations in addition to the main location in addition to the main location described under Point 1 above, any additionally applied for Subsidiary Facility Permit (Premise Permit) for each such decentralized location. Such application for a Subsidiary Facility Permit (Premise Permit) shall include the same information required in Point 1 above.		
	Subsidiary Facility Permit Fee (multiply number of employees by fee) Minimum Subsidiary Facility Permit Fee	~~$ 60.11~~ ~~$ 318.57~~	$ 58.00 $ 303.00
	(3) RENEWAL OF FACILITY PERMIT Prior to each Facility Permit expiration, the holder will be sent a renewal notice to continue the Premise Permit for the next renewal period. The calculation of the renewal Premise Permit Fee shall be the same as the method used to calculate the original Facility Permit Fee. No allowances shall be made for late renewal fees or part year renewal fees.		
	ELEVATORS, ESCALATORS AND OTHER LIFTING APPARATUS:		
	Fee for original installation or major alternations and remodeling (includes initial inspection and Certificate).		
	PASSENGER AND FREIGHT ELEVATORS:		
EL01	New Elevator traction – each	~~$1050.00~~	$ 998.00
EL02	New Elevator hydraulic – each	~~$ 735.00~~	$ 699.00
EL03	Freight Elevator each	~~$1050.00~~	$ 998.00
EL04	Residential Elevator – each	~~$ 630.00~~	$ 599.00
EL05	Escalator	~~$ 420.00~~	$ 399.00
EL06	Dumbwaiters each	~~$ 210.00~~	$ 200.00
EL07	Wheelchairs lift each	~~$ 315.00~~	$ 300.00
EL08	Man Lift each	~~$ 525.00~~	$ 499.00
EL09	Conveyors and all other lifting and transporting apparatus (except as otherwise provided) each drive		
EL10	Major alterations and remodeling for an elevator, first two landings	~~$ 157.50~~	$ 150.00
EL11	Each landing thereafter – per floor	~~$ 15.75~~	$ 15.00
EL12	Refinish cab interior (no electrical work)	~~$ 210.00~~	$ 200.00

EL13	Vertical Conveyor	~~$ 315.00~~	$ 300.00
EL14	Key Box each	~~$ 89.25~~	$ 85.00
	FEES FOR PERIODIC RE-INSPECTIONS:		
EL15	Dumbwaiters, wheelchair lifts and all other lifting and transporting apparatus Vertical conveyors (Annual inspection per code)	~~$ 115.50~~	$ 115.00

Code	PUBLIC WORK FEES	Building Fee	
	REVIEW FEES:		
PB01	Review of Plans for Paving and Drainage	~~$ 400.00~~	$ 380.00
PB02	Review of plans except Paving and Drainage plans (Installation or repair of Sanitary and Storm Sewers, Water Lines, gas lines, buried electric, telephone, C.A.T.V., or other underground utilities.	$ 210.00	$ 200.00
PB03	For 100 linear feet or less	~~$ 147.00~~	$ 140.00
PB04	For each additional 100 linear feet or fraction thereof	~~$ 45.00~~	$ 43.00
	EXFILTRATION DRAINS:		
PB05	Consisting of catch basins, exfiltration trench, or slab covered trench for each 100 linear feet or fraction thereof.	~~$ 400.00~~	$ 380.00
	INSTALLATION OF POOLS:		
PB06	Poles or down guys for overhead utilities for each pole or down guy	~~$ 400.00~~	$ 380.00
	STREET PAVEMENT:		
PB10	Construction of street pavements, including paving of parkways and shoulders (includes base and sub grade) for one or two lane pavements (max. width 24 feet)	~~$ 241.50~~	$ 229.00
	For each additional 100 linear feet or less	~~$ 57.75~~	$ 55.00
PB11	For three or more lanes of pavement (greater than 24 feet) First 100 linear feet or less	~~$ 357.00~~	$ 340.00
	For each additional 100 feet or fraction thereof	~~$ 120.00~~	$ 114.00
	EMBANKMENTS:		
PB12	For the installation of embankment and/or sub-grade material in dedicated or zoned right-of-way, excluding base rock and asphalt for 100 linear feet or less	~~$ 120.75~~	$ 115.00
	For each additional 100 linear feet or fraction thereof	~~$ 31.50~~	$ 30.00
	CURB SEPARATORS:		
PB13	For each 100 linear feet or less	~~$ 57.75~~	$ 55.00
	For each additional 100 feet or portion thereof	~~$ 15.75~~	$ 15.00
	STREET SIGNS:		
PB14	Erection of street name signs, traffic or directional signs per sign	~~$ 15.75~~	$ 15.00
	BRIDGE CONSTRUCTION:		
PB15	For bridge construction with area less 100 square feet	~~$1197.00~~	$ 1,138.00
	For each additional 100 square feet or fraction thereof	~~$ 241.50~~	$ 230.00
	BARRICADES (PERMANENT):		
PB16	Installation of permanent type traffic barricades, guardrails, or guide posts for each 100 linear feet or fraction thereof	~~$ 89.50~~	$ 85.00
	CULVERTS:		
PB17	Construction of street or driveway culverts for each 100 linear feet or fraction thereof	~~$ 120.75~~	$ 115.00
	Installation of culvert pipe to enclose existing drainage ditch or canal for each 100 linear feet or fraction thereof	~~$ 178.50~~	$ 170.00
	TRAFFIC SIGNALS:		
PB18	Installation of traffic signals (includes signals, poles, and all incidental wiring and interconnects) for each intersection	~~$1795.00~~	$ 1,706.00
	For upgrades or modification of existing signals	~~$1197.00~~	$1,138.00
	BUS SHELTER:		
PB19	For each shelter	~~$ 120.75~~	$ 115.00
	RACKS:		
PB20	Fees for placement of a newspaper or storage rack under permit from public works in the public right of way (Newspaper racks at a given placement location defined as a location where no two racks are more than 200 feet from each other) per year	~~$ 26.25~~	$ 25.00
	For each additional rack within distance not to exceed ½ mile	~~$ 10.50~~	$ 10.00
	Fee for placement sticker used to identify permitted rack	~~$ 5.25~~	$ 5.00
	FENCES/PARKING AREAS:		
PB21	Review of application for permission to fence within the right of way	~~$ 598.50~~	$ 567.00
	Fees for temporary use of Public Works controlled land or easements $0.31 per square foot per year		

	with a min. of $120.75 per year for residential with the fair market rate per square foot as determined by the director for commercial but not to be less than $1197.00 per year		
	MISCELLANEOUS:		
PB22	Re-inspection fees other than traffic signals	$ 52.50	$ 50.00
	Re-inspection fees for traffic signals	$ 105.00	$ 100.00
	Tree Planting inspection fee in right of way per trees	$ 26.25	$ 25.00

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	Public School Distance Separation – 1st Reading

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 1.4.1 RELATING TO PUBLIC SCHOOLS; ESTABLISHING A DISTANCE SEPARATION REQUIREMENT BETWEEN SUCH SCHOOLS FOR THE PURPOSE OF ENSURING COMPLIANCE WITH TRAFFIC LEVEL OF SERVICE CONCURRENCY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

BACKGROUND:

It is generally accepted that school facilities have the potential to generate voluminous traffic in and around the areas in which they are located. This phenomenon is easy to observe on those days when school is out and traffic congestion is considerably eased. However, on school days, traffic demands often result in unacceptable Level of Service (LOS) ratings to the adjacent roadway network. The impact is driven in part by start times that require all students to be present when roadways are experiencing peak rush-hour traffic conditions. This impact may be further compounded where there are multiple schools within relatively close proximity to one another. In such cases, impacts may accrue to a broader portion of the roadway network than those streets immediately adjacent to either school.

Whether the school is a public or private institution, the potential for negative road LOS impact is possible. The Village has a thorough set of provisions regarding the establishment, siting, growth, and operational standards for private school facilities. By way of example, these standards allow the Village to require operational features such as providing for appropriate vehicular stacking area, requiring staggered school start times, and the placement caps on total student population. Through those provisions, a wide number of unintended impacts can be mitigated. However, Florida law does not allow local jurisdictions to regulation public schools the same way.

Section 1013.33(13), Florida Statute, provides for municipal regulation of public schools through the implementation of a local jurisdiction's comprehensive plan land use policies. Notwithstanding design modification voluntarily agreed to by a school's governing authority,

any such facility which complies with those polices must be permitted regardless of the overlaid zoning provisions. This rule equally applies to charter schools, which pursuant to Florida Statute's Section 1002.31, defines them as public schools.

Florida Statue 1002.33(18)(a) prohibits local governing authorities from imposing site development and building standards that are stricter than State Requirements for Education Facilities of the Florida Building Code. The statue does not preclude a local jurisdiction from requiring a charter school to complete a site plan review procedure that is equivalent to the process that a public school board would follow when citing one of their own facilities[1].

While the Village may request or desire certain development features as part of a public hearing process, State Statute makes their compliance voluntary to the favor of the public school. Thus as stated above, a municipality's main avenue to public school regulation must then be contained within the land use policies of its Comprehensive Plan.

The Village's Comprehensive Plan at policy 1.4.1, permits public schools in all of its zoning districts. The Comprehensive Plan also provides for roadway concurrency standards at Objective 2A.1 and its policies provided therein, and at Table 9.1 of the Capital Improvement Element, to ensure all developments comply with acceptable Level of Service (LOS) standards. Public schools are not exempt from those polices and must equally comply.

A comprehensive plan is not meant to be a detailed list of development standards, rather its design, in part, is meant to ensure municipal infrastructure is capable a managing development. The proposed amendment attempts address potential roadway capacity LOS requirements when two or more public schools are within 1,500 of each other. When such proximity exists, no new school or expansions thereto would be permitted should any portion of the roadway network within the overlapping buffer areas be caused to not meet roadway LOS as a result of said establishment or expansion. All other level of services standards within the Village's Comprehensive Plan shall continue to apply.

COMPREHENSIVE PLAN AMENDMENTS – PROCEDURALLY:

At the first public hearing, the Village Council shall take action to deny or approve the proposed ordinance, or approve it with modifications or conditions for purposes of transmittal to Florida Department of Economic Opportunity (DEO) Pursuant to Section 163.3184, Florida Statutes. If denied by the DEO, the Village may resubmit the application as provided under Section 30-30.2, of the Village's Code. If approved for purposes of transmittal, the Village shall thereafter provide the necessary administrative support for the DEO's review process required under Section 163.3184, et seq., Florida Statutes, and the Village's ordinance would go into effect upon adoption at the second public hearing.

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[1] The Village of Palmetto Bay participates in an interlocal agreement with the Miami-Dade School Board, Miami-Dade County, and its' area municipalities that provides for an exhaustive review procedure. Charter schools are not subject to the interlocal agreement. Hence, the Village relies upon Section 30-120 of its Land Development Code to review site plan requests for charter school facilities.

ANALYSIS:

The following is a review of the request pursuant to the Village's Comprehensive Amendment criteria found at Section 30-30.8(b) of the Land Development Code. The Background Section of this report is hereby incorporated by reference into this analysis.

Criteria (1) Whether the proposal is internally consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: The following Goals, Objectives and Policies (GOP) were identified as relating to this request. Each GOP is provided with a brief analysis. A final finding 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: See Background Section of this report. Most traffic studies associated with development only measure the impact of the adjacent roadways and intersections. This amendment seeks ensure other nearby roads do not exceed LOS when another public school is within 1,000 feet. By doing this, an added protection is provided to minimize unintended impacts to the neighborhoods of Palmetto Bay.

Objective 10.1 Work with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in Miami-Dade County Public Schools, while striving to attain and optimum level of service pursuant to Objective 2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's Public Schools will meet state requirements for class size by September 1, 2010.

Analysis: See Background section and Goal 1 above. All public schools are required to comply with roadway LOS. This amendment allows for additional consideration when multiple public schools facilities are located in close proximity to one another.

Finding: Consistent.

Criteria (2) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing Comprehensive Plan, and whether the changes support or work against the proposed amendment.

Analysis: The majority of the goals, objectives and policies within the Comprehensive Plan were adopted in 2005. Since that time, Miami-Dade County has

considerable growth in the number of charter school facilities and the Village recently adopted new provision that will encourage residential development. The proposed amendment is offered to ensure roadway LOS continues to perform at existing or prescribed levels.

Finding: Consistent.

Criteria (3) 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 neighboring property land use.

Analysis: See Background section of this report. Public schools are allowed in all land use and zoning categories. This provision seeks to ensure greater compatibility by seeking to maintained desired roadway LOS when public schools are in close proximity to one another.

Finding: Consistent.

Criteria (4) 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: It is not clear what impact the proposed amendment would have on property values. However, it is believed the provision serves the general welfare by providing a roadway LOS requirement when there are school facilities that are close to one another.

Finding: Consistent.

Criteria (5) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: See Criteria 1 through 4 and the Background Section of the report.

Finding: Consistent.

Criteria (6) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan.

Analysis: Please see Criteria 1 through 4 and the Background Section of the report.

Finding: Consistent.

Criteria (7) Whether the proposed amendment meets the requirements of Florida Statutes Section 163.3161, Florida Statutes, entitled "The Local Government Comprehensive Planning and Land Development Regulation Act."

Analysis: See Background Section. No portion of the amendment violates Section 163.31.61.

Finding: Consistent.

Criteria (8) Other matters which the Local Planning Agency [here 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

ORDINANCE NO. _____

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 1.4.1 RELATING TO PUBLIC SCHOOLS; ESTABLISHING A DISTANCE SEPARATION REQUIREMENT BETWEEN SUCH SCHOOLS FOR THE PURPOSE OF ENSURING COMPLIANCE WITH TRAFFIC LEVEL OF SERVICE CONCURRENCY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 1013.33(13), Florida Statute, provides, that once a public school facility is determined consistent with a municipality's Comprehensive Plan Land Use Policies, a zoning site plan application my not be denied; and

WHEREAS, Florida Statutes Section 1002.31 defines "charter school" as public school; and

WHEREAS, Policy 1.4.1 of the Village's Comprehensive Plan (Comp Plan) permits public schools and charter schools in all zoning categories identified within the Village's Land Development Code (LDC), consistent with Florida Statues 1013.33(13); and

WHEREAS, among the policies adopted within the Village's Comp Plan are Levels of Service (LOS) standards for roadway capacity within the Village as more specifically noted at Objective 2A.1 and its policies provided therein, and Table 9.1 of the Capital Improvement Element; and

WHEREAS, it generally understood that public school facilities have the potential to generate voluminous traffic in and around the areas in which they are located which may result in unacceptable roadway LOS; and

WHEREAS, while the Village desires to continue accommodating public schools within all its zoning districts, the Village now seeks to clarify land use Policy 1.4.1 in such cases where two or more public schools within 1,500 feet of each other causes an adjacent roadway(s) to perform below required roadway LOS standards; and

WHEREAS, such a policy is consistent with Florida Statute 1013.33(13), which requires public schools facilities to comply with a municipal's land use policy; and

WHEREAS, pursuant to Section 163.3174, *Florida Statutes* the Village Council has been designated as the Local Planning Agency for the Village; and

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

WHEREAS, on _____, 2016, the Local Planning Agency recommended approval the proposed ordinance; and

WHEREAS, in light of the above, Village of Palmetto Bay desires to amend Policy 1.4.1 of the Comprehensive Plan as described more particularly herein.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND 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. The Land Use Element of the Village's Comprehensive Plan is amended to read as follows:

1.0 FUTURE LAND USE ELEMENT

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.**

Objective 1.1 **Schools and Co-location with Public Facilities**
Help the Miami-Dade County School Board and local charter school developers provide the high-quality elementary, secondary, and college level education facilities and resources.

* * *

Policy 1.4.1 Public schools are allowed in all land use categories shown on the adopted FLUM and all zoning districts contain in the LDC. However, if located in or near neighborhoods, adverse impacts to the tranquility of the resident around the school and in the surrounding neighborhood must be minimized to the maximum extent possible. A public school located within a 1,500 foot concentric ring buffer of another such facility, as measured from the property line, shall not be permitted if those roads that fall within the overlapping buffer area of the schools causes those roadways to exceed LOS standards as provided at Objective 2A.1 and its policies provided therein, and Table 9.1 of the Capital Improvement Element.

* * *

Section 3. **Conflicting Provisions.** The provisions of the Comprehensive Plan of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Codification.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Comprehensive Plan of the Village of Palmetto Bay, Florida.

Section 6. **Effective Date.** This ordinance shall only take effect once the conditions of companion Resolution No. _____ have been fulfilled.

PASSED and ENACTED this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

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 _____

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

ORDINANCE NO:_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE REQUIREMENT FOR A SOLICITATION PERMIT FOR SOLICITATION WITHIN THE VILLAGE; PROVIDING DEFINITIONS, EXCLUSIONS, CIVIL PENALTIES, AND MINIMUM APPLICATION CONTENTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (Sponsored by Councilman Tim Schaffer.)

WHEREAS, solicitation by persons within the Village of Palmetto Bay provides both positive economic opportunities and negative concerns regarding resident privacy; and

WHEREAS, permitting procedures will help to maximize the positive economic opportunities and minimize the negative concerns regarding privacy.

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

Section 1. The Village of Palmetto Bay hereby creates a Section of the Village Code that shall read as follows:

Solicitation Permits

(1) Solicitation Permit Required

(a) No person, on their own behalf or on behalf of any organization, shall conduct solicitation, as defined herein, within the Village of Palmetto Bay without first obtaining a current solicitation permit, as provided herein, except as provided in subsection (2) herein.

(b) The term "solicitation" as used in this section means an unsolicited request or petition intended to obtain something of value or information by a person who seeks such things or information by approaching residences or businesses at their residential or business location.

(c) The permit for solicitation shall be carried at all times while conducting home solicitation, and the permit shall be produced and available for inspection at all such times by any Palmetto Bay police officer, Village Manager, or Code Compliance Officer.

(d) A person regarding whom there is reasonable belief that such person is engaging in solicitation may be asked by any Palmetto Bay Police Officer, Village Manager, or Code Compliance Officer, to produce for inspection the required solicitation license or suitable identification if no solicitation license is produced upon request.

(2) Exclusions -- The following are excluded from the operation of this section:

(a) Bona fide agents, business representatives, or sales persons making calls or soliciting orders at the usual place of business of a customer regarding products or services for use in connection with the customer's business.

(b) Solicitors, sales persons, or agents making a call or business visit upon the express invitation, oral or written, of an inhabitant of the premises or his or her agent.

(c) Telephone solicitors, sales persons, or agents making calls that involve transactions that are unsolicited by the customer and consummated by telephone and without any other contact between the buyer and the seller or its representative prior to delivery of the goods or performance of the services.

(d) Solicitors, sales persons, or agents conducting a sale, lease, or rental of consumer goods or services by sample, catalog, or brochure for future delivery.

(e) Minors under the age of 18 years conducting home solicitation sales under the supervision of an adult supervisor who holds a valid solicitation permit from the Village. Minors excluded from the operation of this section must, however, carry personal identification that includes their full name, date of birth, residence address, name of employer or sponsoring entity, and name and solicitation permit number of the adult supervisor.

(f) Those sellers or their representatives who are currently regulated as to the sale of goods or services by Florida Statutes Chapter 475 or Chapter 497.

(g) Solicitors, sales persons, or agents making calls or soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or organization holding a sales tax exemption certificate under Florida Statute 212.08(7).

(h) Candidates for election to public office or their representatives.

(3) Civil Penalties:

(a) Any person violating this section shall receive a civil citation from a Palmetto Bay Police Officer, the Village Manager, or a Code Compliance Officer following substantially the procedures established in Sections 2-204 and 2-204 of the Village of Palmetto Bay Code of Ordinances.

(b) Any civil citation issued pursuant to this section may be appealed under the procedures in the Palmetto Bay Code.

(c) The civil fine and penalties for a violation of this section shall be as follows:

(i) First offense for failure to have obtained a permit, Fifty dollars ($50) fine;

(ii) Second and subsequent offenses for failure to obtain a permit, One hundred fifty dollars ($150) for each offense thereafter; and, in addition, ineligibility to receive a solicitation permit for a period of one year following the second or subsequent offense(s); and

(iii) First offense for failure to carry or produce upon request an otherwise valid permit issued to the person, twenty dollars ($20) fine;

(iv) Second offense for failure to carry or produce upon request an otherwise valid permit issued to the person, forty dollars ($20) fine;

(v) For the third and each subsequent failure to carry or produce upon request an otherwise valid permit issued to the person, suspension of the permit for one year.

(4) Permit Application: Applicants for permits shall file a sworn application in writing with the department designated by the Village Manager. The permit application fee shall be twenty-five dollars ($25). Each application shall be on a form specified by the Village Manager, containing the following as a minimum:

(a) full name of applicant;

(b) date of birth of the applicant;

(c) race and sex of applicant;

(d) permanent residence address of applicant;

(e) local residence address of applicant;

(f) name and address of the applicant's employer;

(g) two recent color photographs of applicant;

(h) a statement as to whether or not the applicant has been convicted or has pleaded guilty or has pleaded nolo contendere or has had adjudication withheld, with respect to any crime (misdemeanor or felony) in any jurisdiction; and, if so, the nature of the offense and the penalty assessed therein; and

(i) two sets of fingerprints taken within six months by the Palmetto Bay Police Department or by an authorized law enforcement agency.

(5) Permit Revocation, Suspension or Denial: The Village Manager or the Manager's designee may revoke, suspend, or deny the issuance of a solicitation permit, if it is determined that an applicant or permit holder has:

(a) Misstated, misrepresented, withheld any material information, or failed to truthfully answer any question in the application;

(b) Has warranted the penalty of suspension as provided in subsection (3)(c)(ii) above or has otherwise substantially failed to comply in any material respect with the requirements of this section; or

(c) Has answered "yes" to any of the questions in subsection (4)(h) above regarding prior criminal activity, if the action reported is less than five years old for a felony charge and less than three years old for a misdemeanor charge.

Section 2. The Village Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

Section 3. 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 4. This ordinance shall take effect fifteen (15) days following adoption on second reading.

PASSED AND ENACTED this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Attest: _____

Meighan Alexander,
Village Clerk

_____

Eugene Flinn,
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 _____

ITEM 13A

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	DRTF Land Use and FLUM Amendment – 2nd Reading

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

This item was passed and approved without modification at First Reading on February 1, 2016. The Report and Ordinance stands as it was submitted for First Reading (First Reading Report is attached as Exhibit B). Subsequent to the hearing, the item was transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their required review. The DEO approved the item on March 17, 2016. The South Florida Water Management District requested the Village complete its Water Facility Supply plan update and that plan is underway. Miami-Dade County Department of Environmental Protection identified a notation error regarding total acreage involved and a mapping error. The acreage scrivener's error was identified during First Reading. A corrected land use map is attached herein and needs to be moved into the Ordinance in lieu of the original (copy of Land Use Map is attached as Exhibit A). Their last comment involves renaming the County's public works department at Objective 4D.1 to *Miami-Dade County Department of Solid Waste Management.* Village staff's responses were provided to the commenting agencies and are attached herein at "ORC Report".

RECOMMENDATION:

Approval is recommended.

Attachments:

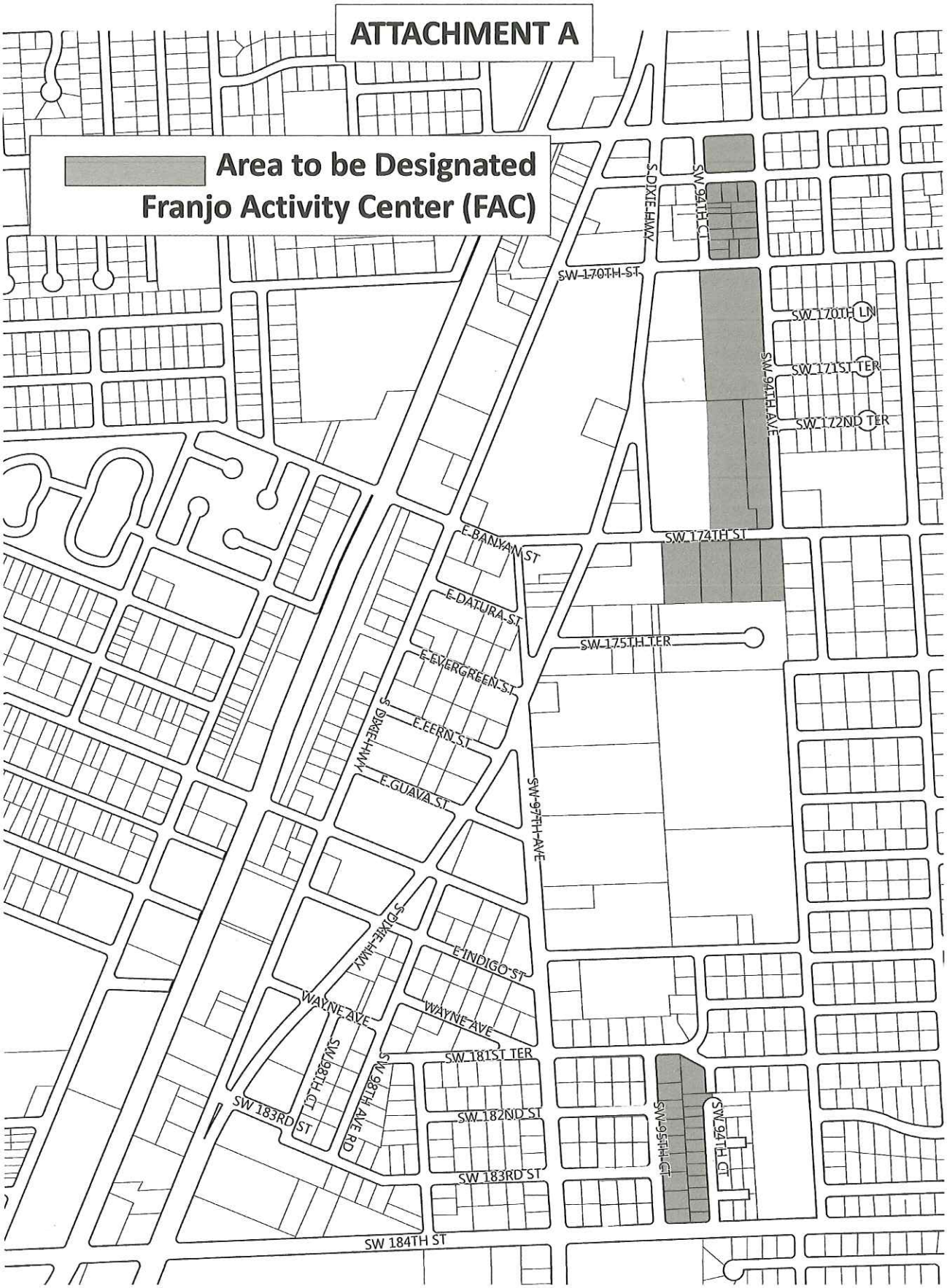
Exhibit A (Land Use Map)

Exhibit B (First Reading Report)

Darby Delsalle, AICP
Director of Planning & Zoning

REVISED LAND USE MAP

ATTACHMENT A



ORC REPORT

EXHIBIT B

To:	Honorable Mayor and Village Council	Date:	February 1, 2016
From:	Edward Silva, Village Manager	Re:	DRTF Land Use and FLUM Amendment – 1st Reading

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL MEDIUM, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

Since incorporation in 2002, the residents of Palmetto Bay have envisioned a thriving downtown district in the Village's southwest corner in and around South Dixie Highway. A major step towards achieving this goal was reached on December 14, 2015, when the Village adopted the Franjo Activity Center (FAC) land use designation and created the Downtown Urban Village zoning district. The achievement was the result of an effort initiated in the late spring of 2013, when the Village Manager convened the Downtown Redevelopment Task Force (DRTF). The membership of the DRTF consisted of over 40 residents and professionals from across the Village representing a full diversity of interest and expertise in the areas of land development including real estate, landscaping, architecture, engineering, banking, marketing, community events, private residents, business owners, restaurateurs, etc.

The DRTF's initial study area spanned approximately 330 acres in and around Franjo Road and the South Dixie Highway Island area. That first implementation of the FAC land use designation involved approximately 184 acres. It is now desired to capture certain portions of the original study that lay along the eastern edges of the newly approved FAC designated area. This request adds 17 acres to the total FAC area and involves and the inclusion of 272 residential units. The residential unit adjustment to the FAC are reflective of those units that were either already permitted by the existing land use designation of the lots involved, or their actual development status thereof. No commercial square footage is being added to the FAC land use category.

PROPOSED CHANGES:

The proposed ordinance seeks to similarly designate certain lots that lay on the eastern edges of those lands already designated FAC. Proposed changes also include the amendment of the FAC land use designation within the Land Use Element of the Comprehensive Plan (Comp Plan), that should include the residential units already permitted or constructed on those properties to be designated.

COMPREHENSIVE PLAN/FLUM AMENDMENTS:

The instrument to amend the Village's Comprehensive Plan and FLUM is an ordinance which requires two (2) Council Meetings and a Local Planning Agency (LPA) hearing. The LPA will be held the same date as the second council meeting of which both will be public hearings as required by law. Pursuant to section 163.3187, Florida Statutes, the Comprehensive Plan and FLUM amendments must be transmitted to the State of Florida's Department of Economic Opportunity (DEO) subsequent to passing the items on first reading. The second reading and LPA cannot be scheduled until the DEO issues their Objections, Recommendations and Comments (ORC) Report to the Village either authorizing the amendments or providing a statement of no objections. By state statute, the DEO has 30 days to respond to the transmittal. Should they fail to respond, the amendments are automatically deemed acceptable. Please note, however, the DEO's initial response within the 30 day window may be to merely set a future date for a subsequent final report.

ANALYSIS:

The following is a review of the request pursuant to the Village's Comprehensive Plan Amendment criteria found at Section 30-30.8(b) of the Land Development Code. The Background and the Proposed Changes Section, of this report are hereby incorporated by reference into this Analysis. The analysis below addresses both the Comprehensive Plan and the FLUM amendments.

Criteria (1) Whether the proposal is internally consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the 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 amendment. Each GOP is

provided with a brief analysis. The finding of those analysis's 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: See Background Section. The proposed land use amendment is in furtherance of the 40 member DRTF team and the three (3) comprehensive, the innovative studies that the Village Council relied upon that supported the initial creation and designation of the FAC. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: The density permitted by the proposed land use category allows for a more compact urban form where mixed uses can be provided for throughout the district with the integration of both horizontal and vertical forms. The included areas either have available infrastructure or are located in areas where it may be added.

Objective 1.3 <u>Public Facility Levels-of-Service</u>
Make sure suitable land is available for roads and infrastructure needed to support proposed development and redevelopment, and the expansion of necessary public facility capacity and services are concurrent with the impacts of development.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The proposed FAC land use category is predicated on existing or potentially available infrastructure within the area. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or

(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. It is believed infrastructure can accommodate or appropriately be provided to accommodate anticipated development.

Policy 1.4.4 Consistent with the provisions of the Interlocal Agreement between Palmetto Bay and the School Board, the Village will consider the individual and cumulative impacts of land use plan amendments and rezoning applications that increase residential density on existing and planned public elementary and secondary schools, and solicit input from the School Board on local school impacts in advance of the hearings for subject amendments or applications.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. Any future development or redevelopment will be evaluated at the time of site plan application.

Objective 2A.1 Transportation Level of Service

To the maximum extent controllable by the Village of Palmetto Bay, all roadways within the village shall operate at or above the roadway level of service standards contained in this Element.

Analysis: The propose FAC land use category is predicated on a roadway infrastructure that is provided for the Downtown Urban Village (DUV) zoning district lays wholly inside the FAC land use designation. The DUV road network and transit connectivity is anticipated to accommodate development within an acceptable LOS. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Objective 4A.1 Potable Water Level of Service

Coordinate effectively with the Village's water service provider, Miami-Dade County Water and Sewer Department (WASD) to ensure that

potable water service to the Village will meet or exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. Further, this amendment does not add any more residential units beyond:
(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. Any future development or redevelopment will be evaluated at the time of site plan application.

Objective 4B.1 Sanitary Sewer level of service
Coordinate effectively with the Village's wastewater service provider (WASD), to ensure that wastewater service to the Village will meet or exceed the adopted level-of-service standard thorough the planning period.

Analysis: See Objective 4A.1 above.

Objective 4C.1 Maintain Adopted Level-of-Service Standards
Coordinate with the Federal Emergency Management Agency (FEMA), South Florida Water Management District (SFWMD), and Miami-Dade County to ensure the Village's storm water management system meets or exceeds adopted LOS design standards over the planning period.

Analysis: See Objective 4A.1 above.

Policy 4C.2.1 Encourage future development into areas that are already served, or programmed to be served, by under-capacity storm water management facilities.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The downtown area is already served by potable water and sanitary sewer. Future improvements to that infrastructure may be required as the Village achieves full build-out of the anticipated development.

Objective 4D.1 Existing and Future Needs
Coordinate with Miami-Dade County Department of Public Works Waste Management (PWWM), the entity responsible for solid waste collection and disposal, to help ensure maintenance of a safe, dependable, and efficient solid waste collection and disposal system for Village of Palmetto Bay residents and businesses and in compliance with the adopted level of service.

Analysis: See Objective 4A.1 above.

Objective 11.1 Potable Water Level of Service
Coordinate effectively with the Village's water service provider Miami-Dade County Water and Sewer Department (WASD), to ensure that potable water service to the Village will meet to exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Objective 4A.1.

Finding: Consistent (for all of Criteria 1).

Criteria (2) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing Comprehensive Plan, and whether the changes support or work against the proposed amendment.

Analysis: See Background Section of this report. This is an extension of the DRTF's initiatives and the Village Council's actions to establish the FAC land use and the DUV zoning regulations. The request captures certain lots that lay along the eastern edge of the existing FAC designated lands. The amendment does not add any more residential units beyond:
(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.
No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (3) 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 neighboring property land use.

Analysis: See Criteria 1 and the Background Section. The amendment does not add any more residential units beyond:
(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.
No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (4) 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 change in land use would likely increase the value of the land as the district provides greater opportunity for redevelopment.

Finding: Consistent.

Criteria (5) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: See Criteria 1 and the Background Section. The proposed DUV zoning to be placed in concert with this FAC designation will rely upon the Urban Village and Neighborhood Village sectors which were designed as a transition from the more intense portions of the DUV core. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (6) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and interest of the Comprehensive Plan.

Analysis: See the Background Section, Criteria 1, 3, 4, and 5, and the Studies.

Finding: Consistent.

Criteria (7) Whether the proposed amendment meets the requirements of Section 163.3161, Florida Statutes, entitled "The Local Government Comprehensive Planning and Land Development Regulation Act."

Analysis: See this entire report. The Comprehensive Plan serves as a blueprint for future commercial and residential land uses, housing, and conservation, as well as cultural and recreational amenities. An important component of the comprehensive plan is identifying the new infrastructure and growth demands needed to support the future physical and economic development of the community. The proposed amendment supports that effort.

Finding: Consistent.

Criteria (8) Other matters which the Local Planning Agency [here the Village Council], in its legislative discretion, may deem appropriate.

Finding: Decision for the Village Council.

FISCAL/BUDGETARY IMPACT:

There is no fiscal or budgetary impact anticipated at this time. However, any future development will likely positively add to land values and increase ad valorem revenue.

RECOMMENDATION:

Approval is recommended.

Darby P. Delsalle, AICP
Planning and Zoning Director

ORDINANCE NO. _____

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL MEDIUM, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan for the Village of Palmetto Bay was originally adopted on August 1st, 2005, provided for a range of permitted uses and development intensities for certain lands within the Village which included the designations of Mixed Use Corridor and Neighborhood Mixed Use; and

WHEREAS, on December 14, 2015, the Mayor and Village Council, in partial fulfilled the vision of the Downtown Redevelopment Task Force (DRTF) vision, adopted the Franjo Activity Center (FAC) land use designation for the purpose of supporting the development of a downtown within the southwest quadrant of the Village; and

WHEREAS, the DRTF envisioned an area larger than that adopted by the Village Council on December 14, 2015; and

WHEREAS, the Mayor and Village Council now desire to incorporate additional lands into the FAC land use designation that lay along the edges of the adopted district; and

WHEREAS, the specific authority and requirements for municipalities to do Comprehensive Planning in Florida emanates from Chapter 163, Florida Statutes; and

WHEREAS, as the Comprehensive Plan, and amendments thereto are adopted via Ordinance; and

WHEREAS, after receiving input and participation by the public at first reading of the proposed amendment, the Village Council transmitted the proposed amendment to the Florida

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

Department of Economic Opportunity (DEO) and to all other agencies, as required under law, for their review pursuant to Section 163.3184, Florida Statutes; and

WHEREAS, the DEO reviewed the proposed FLUM and return its Objections, Recommendations and Comments (ORC) Report to the Village; and

WHEREAS, the Mayor and Village Council conducted a second duly noticed public hearing on the amendment as required under law following the receipt of approval by the DEO; 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, the Village Council have reviewed the criteria of 30-30.8(b) and find the ordinance in compliance with the applicable standards and the Comprehensive Plan; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to amend the Land Use Element of the Comprehensive Plan and the FLUM.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACTING IN ITS CAPACITY AS THE LOCAL PLANNING AGENCY 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. **Compliance with Criteria.** In evaluating an application for a Comprehensive Plan amendment, from Neighborhood Mixed Use and Mixed Use Corridor, the Palmetto Bay Village Council is applying the standard under 30-30.8(b), of the Village's Code.

Section 3. The Land Use Element of the Village's Comprehensive Plan is amended to read as follows:

1.0 FUTURE LAND USE ELEMENT

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

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"***" indicates portions of code excluded.

OF ITS UNIQUE AND BEAUTIFUL COASTAL ENVIRONMENTAL RESOURCES.

Objective 1.1 Future Land Use Map

Adoption and implementation of the Future Land Use Map (FLUM), including the land use amendments to individual parcels as referenced in the supporting Data, Inventory, and Analysis, and presented in Exhibit 1 and the element goals, objectives, and policies herein as the official and primary standard governing land use density and intensity in the Village of Palmetto Bay.

* * *

Policy 1.1.1: The following future land use categories contained on the Village's Future Land Use Map are identified, and the use and development standards for each defined, below:

* * *

Franjo Activity Center (FAC). This designation encourages development or redevelopment that seeks to facilitate multi-use and mixed-use projects that encourage mass transit, reduce the need for automobile travel, provide incentives for quality development, provide for the efficient use of land and infrastructure, provide for urban civic open space, and give definition to a pedestrian urban form. The Franjo Activity Center is intended to support the achievement of a residential to non-residential balance that increases the opportunities for transportation demand management alternatives including but not limited to walking and transit, reduced vehicle miles traveled, and reduced single use trips. The Franjo Activity Center shall serve as a significant, multifamily, employment, office and commercial center of the Village.

* * *

Total densities and intensities of development within the Franjo Activity Center shall be as follows:

- Residential Land Uses – ~~5,389~~ 5,661 dwelling units, of which 1,246 are to be held in reserve by the Village to be allocated by the Village at the time of site plan approval;

* * *

Section 4. The amended Future Land Use Map is incorporated by reference and attached hereto as Attachment A, and shall be included in the "2013-2025 Future Land Use Map."

Section 5. Transmittal. The Village Council, acting in its capacity as the Local Planning Agency, approves the above amendment, as further modified herein, to the FLUM,

which is attached to this ordinance. The Village Council, acting in its capacity as the Local Planning Agency, further recommends to the Village Council that it authorize the Village Clerk to transmit the attached amendments to the FLUM to the State of Florida Department of Economic Opportunity (DEO) and all other governmental bodies, agencies, or private individuals as required by State law.

Section 6. Severability. The provisions of this ordinance are declared to be severable, and if any sentence, section, clause or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the ordinance, but they shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Conflicts. The provisions of the Comprehensive Plan of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 8. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Comprehensive Plan of the Village of Palmetto Bay, Florida.

Section 9. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED and ENACTED this ____ day of _____, 2016.

First Reading: _____

Second Reading: _____

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

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

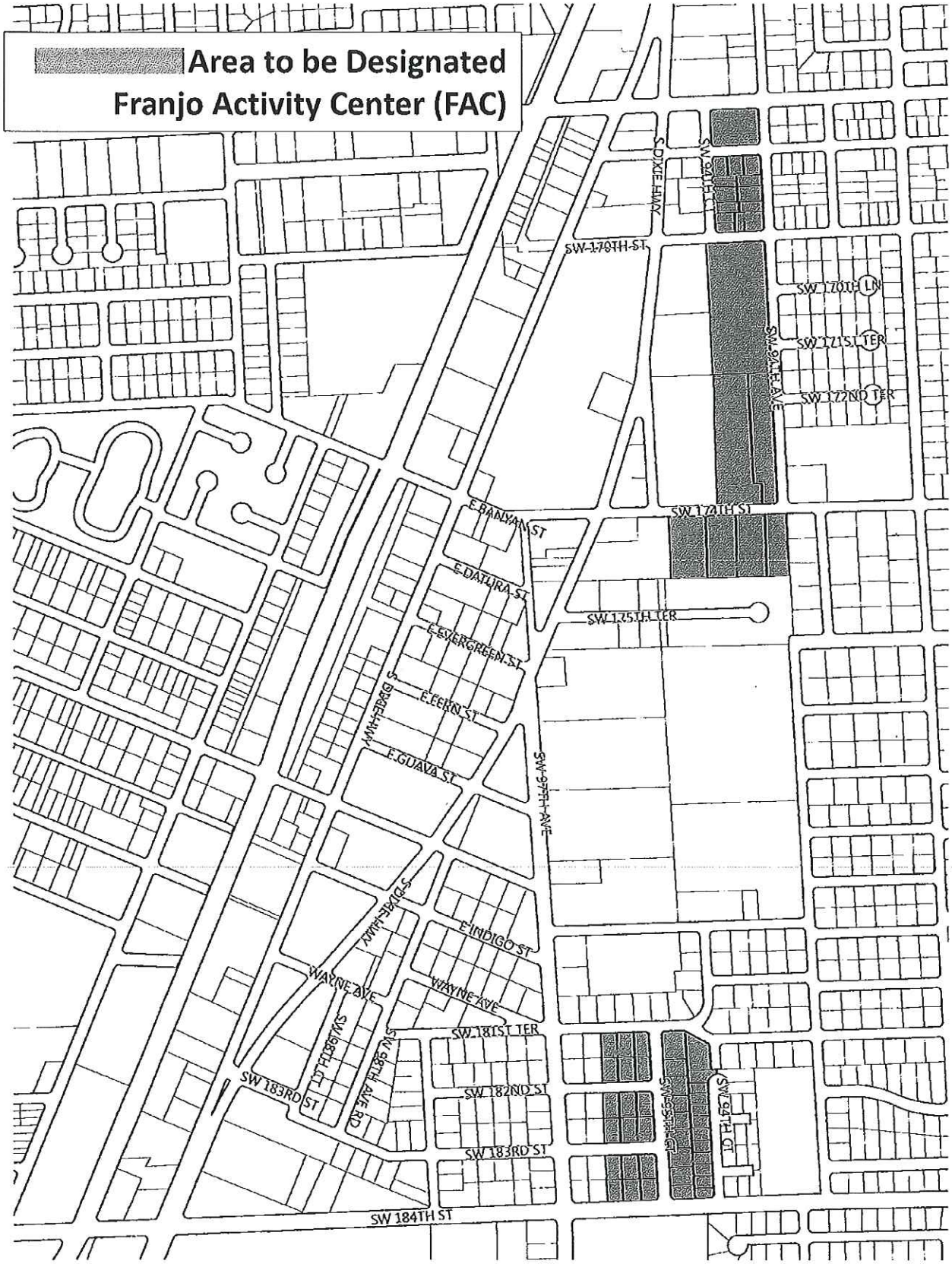
Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

ATTACHMENT A



| LOGOFF

1 **Application Details** | [Back to Applications List]

printer-friendly version

Miami-Dade County Public Schools

Concurrency Management System

MDCPS Application Number:	PH3316022300099	Local Government (LG):	Palmetto Bay
Date Application Received:	2/23/2016 8:56:13 AM	LG Application Number:	Palmetto Bay 16-1ESR
Type of Application:	Public Hearing	Sub Type:	Land Use
Applicant's Name:	DUV Edges		
Address/Location:	9705 E Hibiscus Street		
Master Folio Number:	3350320043120		
Additional Folio Number(s):			
Name of Subdivision:			
T-Plat number:			
PROPOSED # OF UNITS		Seats Required:	Elementary: 27 Middle: 15 Senior: 24
SINGLE-FAMILY DETACHED UNITS:	0		
SINGLE-FAMILY ATTACHED UNITS:	0		
MULTIFAMILY UNITS:	272		

CONCURRENCY SERVICE AREA SCHOOLS

CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
4381	DR HENRY E PERRINE ACADEMY OF THE ARTS	63	27	27	YES	Current CSA
6861	SOUTHWOOD MIDDLE	193	15	15	YES	Current CSA
7431	MIAMI PALMETTO SENIOR	209	24	24	YES	Current CSA

*An Impact reduction of 0.2282 included for charter and magnet schools (Schools of Choice).

MDCPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**

Copyright © 2007 Miami Dade County Public Schools.

Darby Delsalle

From:	Ray, Suzanne E. <Suzanne.E.Ray@dep.state.fl.us>
Sent:	Wednesday, March 23, 2016 12:44 PM
To:	Darby Delsalle; DCPexternalagencycomments
Subject:	Palmetto Bay 16-1ESR Proposed

To: Darby Delsalle, AICP, Director

Re: Palmetto Bay 16-1ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at Suzanne.e.ray@dep.state.fl.us or (850) 245-2172 for assistance or additional information. Please send all amendments, both proposed and adopted, to plan.review@dep.state.fl.us or

Florida Department of Environmental Protection
Office of Intergovernmental Programs, Plan Review
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000

Suzanne E Ray

Darby Delsalle

From: Darby Delsalle
Sent: Monday, March 21, 2016 12:12 PM
To: 'Manning, Terese'
Cc: Travis Kendall; Vanessa Bencomo; James Stansbury (james.stansbury@deo.myflorida.com); Adam Antony Biblo (adam.biblo@deo.myflorida.com)
Subject: RE: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

Ms. Manning,

I hope the day finds you well. The following is offered pursuant to our telephone conversation in order to clarify the FAC land use expansion application you are presently reviewing. The application reflects the number of permitted residential units within the FAC increasing by 272. However, the 272 number does not reflect an actual increase in units based upon that which is already built or may be permitted under the existing land use. Specifically, the properties involved already have a combined total of 213 existing units connected to Miami-Dade County's water supply system. That leaves 59 potential units which are already permitted by existing land use. The application before you merely transfers those existing development rights, whether constructed or potential, into the FAC land use designation, and incorporates those lands therein. Thus, there is a zero net gain of overall residential units. If you have any additional questions, please contact me.

Darby Delsalle, AICP
Director of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
T: 305-259-1234
F: 786-338-7432
www.palmettobay-fl.gov

From: Manning, Terese [mailto:tmanning@sfwmd.gov]
Sent: Monday, March 21, 2016 11:10 AM
To: Darby Delsalle
Cc: Travis Kendall; Vanessa Bencomo; James Stansbury (james.stansbury@deo.myflorida.com); Adam Antony Biblo (adam.biblo@deo.myflorida.com)
Subject: RE: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

Mr. Delsalle,
Thank you for sending me the information on the land use densities and unit counts. The information partially addresses our first comment on the Village's Proposed Comprehensive Plan Amendment #16-1ESR. The information provided shows that there will be an increase in the number of units a total of 272. Thus an analysis demonstrating sufficient water supply to serve the proposed amendment should be provided. Attached to this e-mail are three examples of how other local governments have submitted a water supply analysis to support their amendments. Please let me know if you need additional informtion.

Terry Manning, Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road, MSC 4222

West Palm Beach, FL 33406
Phone: 561-682-6779
Fax: 561-681-6264
E-Mail: tmanning@sfwmd.gov

From: Darby Delsalle [mailto:ddelsalle@palmettobay-fl.gov]
Sent: Wednesday, March 16, 2016 1:35 PM
To: Manning, Terese <tmanning@sfwmd.gov>
Cc: Travis Kendall <tkendall@palmettobay-fl.gov>; Vanessa Bencomo <vbencomo@palmettobay-fl.gov>
Subject: RE: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Ms. Manning,

Thank you for your response. As to the first comment, the application does not increase densities although it may appear to do so. The unit count is based on a combination of existing development and existing land use for the areas involved. The attached table may help to demonstrate the point. Some of the existing development of the effected properties exceeds their underlying land use designations. To avoid creating nonconformities or deprivation of existing rights, those existing units were made part of the unit count. For those lots either vacant or developed at densities less than the underlying land use, unit count was based on the maximum permitted density of that designation. The net effect is no real increase in potential density above that which already exists today.

With regard to the second comment, the Village has begun to prepare its water facilities plan and anticipate going to first reading in either May or June.

I hope my response helps clarify the matter. If you have any additional comments, please contact me.

Darby Delsalle, AICP
Director of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
T: 305-259-1234
F: 786-338-7432
www.palmettobay-fl.gov

From: Manning, Terese [mailto:tmanning@sfwmd.gov]
Sent: Tuesday, March 15, 2016 4:20 PM
To: Darby Delsalle
Cc: Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Moreno; James Stansbury (james.stansbury@deo.myflorida.com); Mark R. Woerner (mwoerner@miamidade.gov); Maria A. Valdes (MAVALD@miamidade.gov)
Subject: FW: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Mr. Delsalle:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from Village of Palmetto (Village). The amendment package would increase the area of the Franjo Activity Center by 17 acres and increase the number of allowable residential units by 272. The District offers the following recommendations for revising the proposed amendment package and requests that the Village address these recommendations prior to adopting the amendment:

- The amendment does not include an analysis demonstrating sufficient water supply to serve the proposed amendment. The proposed increase in density to residential land use designations and the number of allowable residential units may result in additional water demand. A potable water supply capacity analysis should be provided reflecting maximum allowable development for the existing and proposed land use designations.
- The Village is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on September 12, 2013. Therefore, the Village's Work Plan was to be adopted by March 12, 2015. The Village will need to include updated water demand and population projections for the identified planning period. The development anticipated to be included in the Franjo Activity Center area should also be included in the Work Plan. The Work Plan must also identify any water supply projects needed to meet projected water demands. Further information on updating Work Plans is available at: www.sfwmd.gov/work_plan_support

The District offers its technical assistance to the Village and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the Village's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District at the address below. Please contact me if you need assistance or additional information.

Sincerely,

Terry Manning, Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road, MSC 4222
West Palm Beach, FL 33406
Phone: 561-682-6779
Fax: 561-681-6264
E-Mail: tmanning@sfwmd.gov

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this link.

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Darby Delsalle

From: Darby Delsalle
Sent: Wednesday, March 16, 2016 1:35 PM
To: 'Manning, Terese'
Cc: Travis Kendall; Vanessa Bencomo (vbencomo@palmettobay-fl.gov)
Subject: RE: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package
Attachments: Copy of Area and Density Calculations Edges LU amendment.xlsx

Dear Ms. Manning,

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I hope my response helps clarify the matter. If you have any additional comments, please contact me.

Darby Delsalle, AICP
Director of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
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T: 305-259-1234
F: 786-338-7432
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From: Manning, Terese [mailto:tmanning@sfwmd.gov]
Sent: Tuesday, March 15, 2016 4:20 PM
To: Darby Delsalle
Cc: Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Moreno; James Stansbury (james.stansbury@deo.myflorida.com); Mark R. Woerner (mwoerner@miamidade.gov); Maria A. Valdes (MAVALD@miamidade.gov)
Subject: FW: Palmetto Bay, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

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- The Village is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on September 12, 2013. Therefore, the Village's Work Plan was to be adopted by March 12, 2015. The Village will need to include updated water demand and population projections for the identified planning period. The development anticipated to be included in the Franjo Activity Center area should also be included in the Work Plan. The Work Plan must also identify any water supply projects needed to meet projected water demands. Further information on updating Work Plans is available at: www.sfwmd.gov/work_plan_support

The District offers its technical assistance to the Village and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the Village's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District at the address below. Please contact me if you need assistance or additional information.

Sincerely,

Terry Manning, Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road, MSC 4222
West Palm Beach, FL 33406
Phone: 561-682-6779
Fax: 561-681-6264
E-Mail: tmanning@sfwmd.gov

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this link.

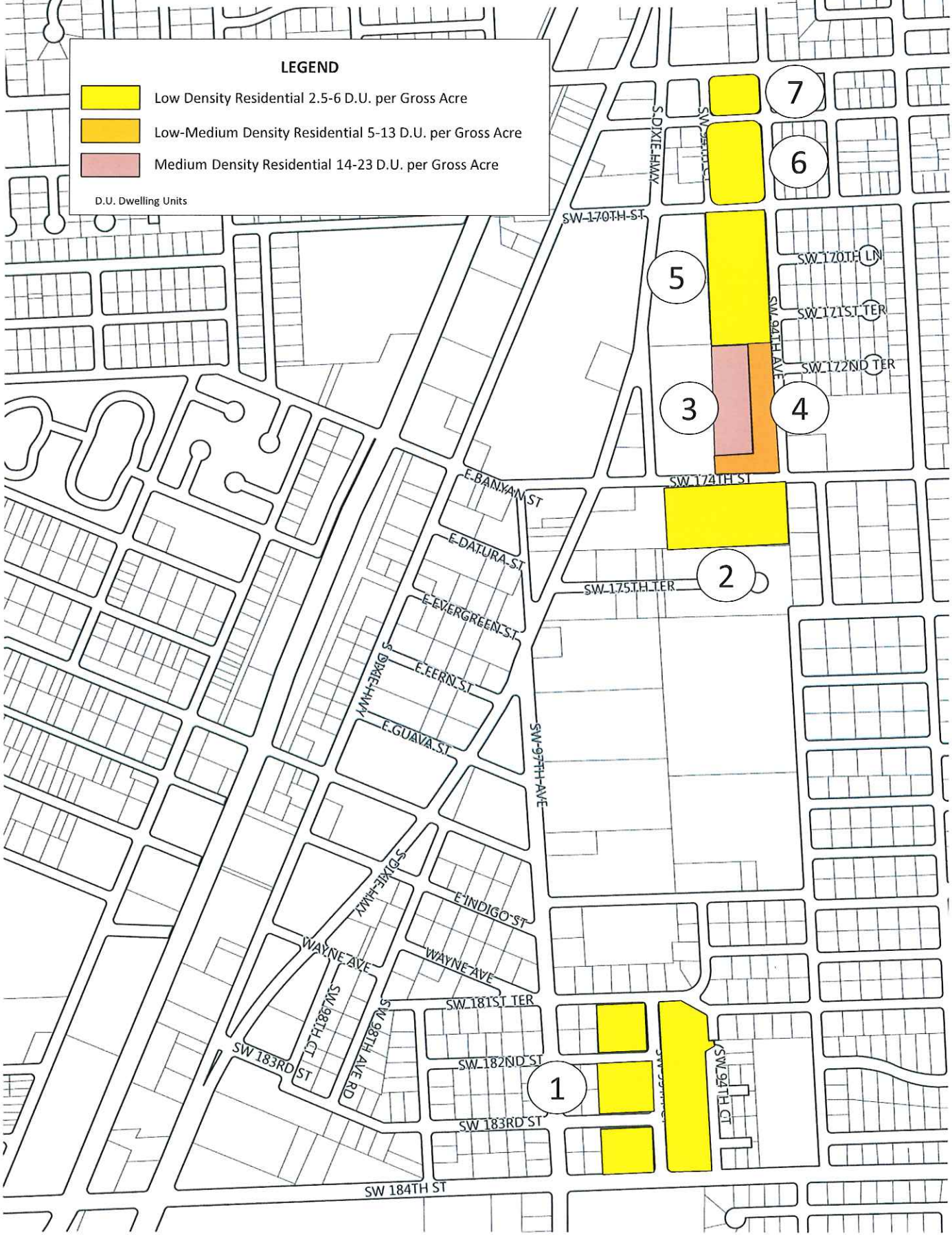
FAC Edges Amendment Density Calculation Table

Area #	Region Description	Gross Acres*	Land Use	LU Density	Actual Built Units**	Counted Units	Bases For Calculation	Notes
1	SE Corner	10.5	LR	63	39	63	Acres x Low Density	6 units per acre
2	AG property South	5	LR	30	3	30	Acres x Low Density	6 units per acre
3	Apartment Building	1.5	MDR	34.5	70	70	Existing Development	23 units per acre
4	Duplex's around Apt Bldg	1.5	LMDR	19.5	22	22	Acres x Low/Med	13 units per acre
5	Townhouse Development	4.5	LR	27	58	58	Existing Development	6 units per acre
6	Duplex Area North	2.5	LR	15	20	20	Existing Development	6 units per acre
7	AG property north	1.5	LR	9	1	9	Acres x Low Density	6 units per acre
	Totals	27		198	213	272		
			Current FAC Unit Count			5389		
			Proposed FAC Unit Count			5661		

* Gross Acrage is approximated.

** Actually Built Units is approximated given the portion some properties were previously counted.

FAC EDGES AMENDMENT EXISTING LAND USE



Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

March 17, 2016

The Honorable Eugene Flinn
Mayor, Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Dear Mayor Flinn:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Village of Palmetto Bay (Amendment No. 16-1ESR), which was received on February 17, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendments if adopted.

The Village is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Village. If other reviewing agencies provide comments, we recommend the Village consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

We appreciate the opportunity to work with the Village of Palmetto Bay on sustainability and community development issues. If you have any questions concerning this review, please contact Adam Antony Biblo, at (850) 717-8503, or by email at *Adam.Biblo@deo.myFlorida.com*.

Sincerely,

Taylor Teepell, Director
Division of Community Development

TT/aab

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Darby P. Delsalle, AICP, Director, Palmetto Bay Department of Planning and Zoning
Isabel Cosio Carballo, Executive Director, South Florida Regional Council

SUBMITTAL OF

ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

May 2011

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

[Continued on reverse]

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determing that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency to the ORC report from the State Land Planning Agency.

miamidade.gov

Department of Regulatory and Economic Resources
Planning Division, Metropolitan Planning Section
111 NW 1 Street • Suite 1250
Miami, Florida 33128-1902
305-375-2835 Fax: 305-375-2560
www.miamidade.gov/planning

March 11, 2016

Mr. Darby P. Delsalle, AICP, Director
Department of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Future Land Use Map Amendment designating approximately 27-Acres as the Franjo Activity Center; DEO No. Palmetto Bay 16-1ESR

Dear Mr. Delsalle:

The Miami-Dade County Department of Regulatory and Economic Resources (Department) has reviewed the proposed Future Land Use Map Amendment to the Village of Palmetto Bay Comprehensive Plan to designate approximately 27 Acres as the Franjo Activity Center. Our review is conducted to identify points of consistency or inconsistency with the goals, objectives, policies and relevant provisions of the Miami-Dade County Comprehensive Development Master Plan (CDMP), and whether the proposed amendments impact County public facilities and services.

This Department recently reviewed and commented on the land use amendment which established the "Franjo Activity Center" (FAC) [DEO No. 15-3 ESR; November 10, 2015], and on December 14, 2015, the Village adopted the FAC land use designation and created the Downtown Urban Village zoning district.

The subject application proposes to amend the Future Land Use Map to change the land use designation of 27 acres within the Village's downtown area from "Low Density Residential," "Low-Medium Density Residential" and "Medium Density Residential" to "Franjo Activity Center;" amend the Village's Land Use element of the comprehensive plan to add 27 acres (or 17-acres) to the total FAC area and the inclusion of 272 residential units; and adjust the number of units permitted within the FAC from 5,389 to 5,661 units. The Land Use Plan map of the Miami-Dade County CDMP depicts the subject areas as primarily "Low Density Residential" and "Medium Density Residential." The Low Density Residential designation allows densities from 2.5 to 6 dwelling units per acre (DU/Ac), and the Medium Density Residential designation allows residential densities from 13 to 25 DU/Ac.

Based on the information provided and the County CDMP's goals, objectives and policies, the proposed future land use amendment will not have significant impacts on County services and infrastructure. However, we offer the following comments:

1. The Village's Cover Letter states that the proposed amendment "...relates to certain lands within the southwest portion of the Village consisting of approximately 27 Acres." However, Item 12B, Page 2, states "[T]his request adds 17 acres to the total FAC area ..." The Village should clarify whether the proposed amendment area is 17 acres or 27 acres.

2. Please note that the residential lots located east of, and fronting, SW 95 Court (south of SW 181 Terrace) were included in the Franjo Activity Center when it was established; see DEO 15-3ESR.

3. Page 5, Objective 4D.1: The Miami Dade County Department of Public Works and Waste Management has been renamed as the "*Miami-Dade County Department of Solid Waste Management.*"

Thank you for the opportunity to comment on the Village's Future Land Use Map amendment. If you have any questions, please do not hesitate to contact me or Napoleon Somoza, Section Supervisor, at 305-375-2835.

Sincerely,

Mark R. Woerner, AICP
Assistant Director for Planning

MRW:NVS:smd

Cc: Ray Eubanks, Florida DEO

MEMORANDUM

AGENDA ITEM #III.D

DATE: MARCH 7, 2016

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LOCAL GOVERNMENT COMPREHENSIVE PLAN PROPOSED AND ADOPTED AMENDMENT CONSENT AGENDA

Pursuant to Section 163.3184, Florida Statues, Council review of amendments to local government comprehensive plans is limited to 1) adverse effects on regional resources and facilities identified in the *Strategic Regional Policy Plan for South Florida* (*SRPP*) and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the State Land Planning Agency within 30 calendar days of receipt of the amendment.

Council staff has not identified adverse effects to regional resources and facilities or extra-jurisdictional impacts that would result from the following map and text amendments.

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting	Governing Body Adoption Vote
Broward County 16-1ESR (received 02-01-16)	√	N/A	03/07/2016	01/26/2016	9-0
This proposed text amendment would change the density and intensity of approved land uses within the Miramar Regional Activity Center designation of the Broward County Land Use Plan. The Miramar RAC is located north of Bass Creek Road, between Palm Avenue and Flamingo Road. This amendment increases the number of dwelling units by 1,250 for a total of 8,710 and reduces 950,000 square feet of industrial.					

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting	Governing Body Adoption Vote
Broward County 15-8ESR (received 02-01-16)	N/A	√	03/07/2016	01/26/2016	9-0
This adopted amendment amends the Broward County Land Use Plan (BCLUP) map from 5.1 acres of Estate (1) Residential and 5.1 acres of Low (5) Residential to Irregular (7) Residential in the Town of Davie. It impacts 10.2 acres generally located on the southwest corner of Davie Road and Southwest 49th Court.					
Broward County 16-2ESR (received 02-08-16)	√	N/A	03/07/2016	01/26/2016	Unanimously
This proposed amendment requires a municipality to estimate its supply of affordable housing utilizing the data and methodology referenced within the "Administrative Rules Document: Broward County Land Use Plan."					
City of Doral 15-4ESR (received 02-08-16)	N/A	√	03/07/2016	01/27/2016	4-0
This adopted amendment amends the City of Doral's Comprehensive Plan Future Land Use element text for the Community Mixed Use (CMU) Land Use category to reduce the minimum site area from 15 acres to 7 acres. This allows retail and commercial service uses in single-use buildings and provide a 30% housing density bonus for the provision of 20% of total units as workforce housing.					
City of Fort Lauderdale 15-2ESR (received 02-22-16)	N/A	√	03/07/2016	01/20/2016	5-0
The adoption of this amendment increased the allowable number of residential units in the Downtown Regional Activity Center (RAC) by an additional 5,000 dwelling units, which resulted in the total number of allowable units to 16, 060 in the City's Land Use Plan and 13, 100 in the County's Land Use Plan. The City of Fort Lauderdale set aside 15% of the additional 5,000 dwelling units as affordable housing as part of Broward County Land Use Plan amendment.					
City of Hialeah 15-4ESR (received 02-05-16)	N/A	√	03/07/2016	01/12/2016	7-0
This adopted amendment revises the Comprehensive Plan Land Use Map to designate the boundaries of					

a new Transit Oriented Development District.					
Local Government and Plan Amendment Number	**Proposed**	**Adopted**	**Council Review Date**	**Local Government Transmittal or Adoption Public Hearing and Meeting**	**Governing Body Adoption Vote**
City of Hialeah 16-1ESR (received 02-05-16)	√	N/A	03/07/2016	01/12/2016	5-2
This proposed text amendment is related to the Neighborhood Business District Overlay and Special Corridor Gateways in Future Land Use Element of the Comprehensive Plan. The amendment seeks to expand the scope of the Neighborhood Business District Overlay to include industrial areas, supplement existent intensity standards, ensure that the properties in said District will be developed as mixed use, and provide enhanced development and redevelopment incentives for properties located in special, highly visible "Corridor Gateways" within the Neighborhood Business District Overlay.					
City of Homestead 15-1ESR (received 02-01-16)	N/A	√	03/07/2016	01/20/2016	6-0
This adopted amendment enables the development of a single-family residential project. It consists of two land use changes (1) 19.8 acres from Heavy Commercial Use (HCU) to Medium Residential Use (MRU) and (2) 34.3 acres from Light Commercial Use (LCU) to MRU. The site is located within the southernmost portion of the City limits and takes advantage of existing urban infrastructure.					
City of Lauderdale Lakes 15-1ESR (received 02-11-16)	√	N/A	03/07/2016	01/26/16	5-0
The proposed amendment updated the City's Water Supply Facilities Work Plan that identifies and plans for the water supply sources and facilities needed to serve existing and new development with the local government's jurisdiction. The South Florida Water Management District offered some recommendations for revising the proposed amendment package and requested that the City address these recommendations prior to adopting the amendment.					
Village of Palmetto Bay 15-3ESR (received 02-16-16)	N/A	√	03/07/2016	12/14/2015	5-0
This adopted amendment to the Village of Palmetto's Bay's Comprehensive Plan and Future Land Use Map (FLUM) relates to certain lands within the southwest portion of the Village consisting of approximately 182.5 acres. The amendment is intended to facilitate and encourage the development of a vibrant multimodal downtown district referred to as Franjo Activity Center, adjacent to the Miami-					

Dade County South Dade Express bus lanes.					
Local Government and Plan Amendment Number	**Proposed**	**Adopted**	**Council Review Date**	**Local Government Transmittal or Adoption Public Hearing and Meeting**	**Governing Body Adoption Vote**
Village of Palmetto Bay 16-1ESR (received 02-16-16)	√	N/A	03/07/2016	02/01/2016	*TBP
This proposed large-scale amendment of the Future Land Use Map (FLUM) changes the land use designation of certain lands within the downtown area of the Village of Palmetto Bay from low density residential, low medium residential, and medium residential to Franjo Activity Center (FAC) and amends the Village's Comprehensive Plan's land use category adjusting the number of units permitted within the FAC.					
Village of Palmetto Bay 15-2ER (received 02-18-16)	N/A	√	03/07/2016	01/04/2016	5-0
This adopted amendment to the Village of Palmetto Bay's Comprehensive Plan relates to a policy in support of the Coastal High Hazard Area map. It amends the Coastal Management Element by adding Policy 5.4.5 to provide language adopting the State of Florida Coastal High Hazard Area Map. The amendment was pursued at the request of DEO in fulfillment of the Evaluation and Appraisal Report (EAR) based amendments.					
City of Sunny Isles Beach 16- 1ESR (received 02-08-16)	√	N/A	03/07/2016	01/21/2016	5-0
The proposed amendment updates the City's Water Supply Facilities Work Plan that identifies and plans for the water supply sources and facilities needed to serve existing and new development with the local government's jurisdiction.					
City of Sunny Isles Beach 16-2ER (received 02-08-16)	√	N/A	03/07/2016	01/21/2016	5-0
The City prepared an Evaluation and Appraisal Report of its Comprehensive Plan in order to update baseline data and analysis, and identify additional amendments that may be needed to address community-specific needs and challenges. This amendment consists of twelve applications for amendments to the City's Comprehensive Plan.					

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting	Governing Body Adoption Vote
City of Sunrise 16-CIE1 (received 02-23-16)	N/A	√	03/07/2016	01/26/2016	5-0
This adopted amendment contains the Five-Year Schedule of Capital Improvements and the annual update of the Capital Improvements Element for FY 2015/16 to FY 2019/20.					

* TBP – To Be Provided

Recommendation

Find the proposed and adopted plan amendments from the local governments listed in the table above generally consistent with the *Strategic Regional Policy Plan for South Florida.*

Approve this report for transmittal to the local governments with a copy to the State Land Planning Agency.

COUNCIL MEETING AGENDA
Monday, March 7, 2016 – 10:30 a.m.

FDOT DISTRICT 6 - AUDITORIUM
1000 N.W. 111 AVENUE
MIAMI, FL

I. Pledge of Allegiance and Roll Call

II. Approval of Council Agenda

III. Action Items

A. Minutes of Previous Meeting
B. Financial Report
C. Intergovernmental Coordination and Review Report
D. Consent: Comprehensive Plan Amendment Reviews
- Broward County 15-8ESR
- Broward County 16-1ESR
- Broward County 16-2ESR
- City of Doral 15-4ESR
- City of Fort Lauderdale 15-2ESR
- City of Hialeah 15-4ESR
- City of Hialeah 16-1ESR
- City of Homestead 15-1ESR
- City of Lauderdale Lakes 15-1ESR
- Village of Palmetto Bay 15-2ER
- Village of Palmetto Bay 15-3ESR
- Village of Palmetto Bay 16-1ESR
- City of Sunny Isles Beach 16-1ESR
- City of Sunny Isles Beach 16-2ER
- City of Sunrise 16-CIE1

IV. Discussion Items

A. Executive Committee Report
B. Executive Director's Report
C. Legal Counsel Report
D. Ex Officio Reports

V. Program Reports and Activities

A. Presentation
1) "Saltwater Intrusion and its Potential Impact on South Florida's Water Supply" Guest Speaker: Peter J. Kwiatkowski, P.G, Manager of the Resource Evaluation Section, Water Supply Bureau of the South Florida Water Management District

B. Revolving Loan Fund Reports
   1) SFRPC Revolving Loan Funds Status Report
C. Development of Regional Impact Status Report
D. Southeast Florida Clean Cities Program Update

VI. Announcements and Attachments

A. Correspondence and Attendance Form
B. Upcoming Meetings
   1) April 4th, 10:30 a.m. (SFRC Offices, Hollywood)
   2) May 2nd, 10:30 a.m. (MENC, Key Largo)
   3) June 6th, 10:30 a.m. (SFRC Offices, Hollywood)

VII. Councilmember Comments

VIII. Adjournment

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the Agency at least 5 days before the hearing by contacting the South Florida Regional Planning Council at one of the following: (1) 3440 Hollywood Blvd, Suite 140, Hollywood, Florida 33021; (2) Phone 954-985-4416; (3) Fax 954-985-4417; or (4) sfadmin@sfrpc.com. If you are hearing or speech impaired, please contact the Agency using the Florida Relay Service, 1 (800) 955-8771 (TTY/VCO), 1 (800) 955-8770 (Voice), 1 (800) 955-8773 (Spanish).

Agenda packets for upcoming Council meetings will be available at the Council's website, http://sfregionalcouncil.org/resources/agenda/ ten days prior to the meeting.

If you would like to be added to the e-mail list to receive the link to the agenda, please e-mail the Council at sfadmin@sfrpc.com.

For those not able to attend in person, please dial 1-888-670-3525, Code 2488435943#

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

JIM BOXOLD
SECRETARY

February 25, 2016

Darby P.Delsalle, AICP
Planning and Zoning Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: Comments for the Village of Palmetto Bay Franjo Activity Center Amendment to the Comprehensive Plan (Palmetto Bay 16-1ESR)

Dear Mr. Delsalle:

The Florida Department of Transportation, District Six, completed a review of the proposed amendment to the City's Comprehensive Plan regarding the additional acreage designated as Franjo Activity Center. The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed amendment would not significantly impact transportation resources and facilities of state importance.

Please contact me at 305-470-5445 if you have any questions concerning our response.

Sincerely,

Kenneth Jeffries
Transportation Planner

Cc: Harold Desdunes, P.E., Florida Department of Transportation, District 6
Carl Filer, P.E., Florida Department of Transportation, District 6
Lisa Colmenares, AICP, Florida Department of Transportation, District 6
Ray Eubanks, Department of Economic Opportunity

VILLAGE OF PALMETTO BAY

February 11, 2016

D. Ray Eubanks
Florida Department of Economic Opportunity
Division of Community Planning
The Caldwell Building
107 E Madison Street
Tallahassee, FL 32399-4120

Re: Future Land Use Map Amendment designating 27± acres as Franjo Activity Center.

Mr. Eubanks:

Pursuant to Florida Statute 163.3184, please find enclosed the proposed amendment to the Village of Palmetto Bay's Comprehensive Plan and Future Land Use Map (FLUM) as it relates to certain lands within the southwest portion of the Village consisting of approximately 27 Acres. The amendment is pursued at the Village's initiative to facilitate and encourage the development of a vibrant multimodal downtown district adjacent to the Miami-Dade County's, South Dade Express bus lanes. The submittal was approved upon first reading of the Village Council on February 1, 2016. The proposed amendment is subject to the expedited state review process. Copies of the amendment and supporting report have been forwarded to South Florida Regional Planning Council, Florida Department of Transportation, South Florida Water Management District, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Education, Miami-Dade County Public Schools, and those municipal jurisdictions adjacent to the Village of Palmetto Bay (Town of Cutler Bay, Village of Pinecrest, Coral Gables and Miami-Dade County).

If you have any questions, please feel free to contact me.

Sincerely,

Darby P. Delsalle, AICP, Director
Department of Planning and Zoning

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Tel: (305) 259-1234 ♦ www.palmettobay-fl.gov

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Building & Planning Department
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Tallahassee, Florida 32399

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Turlington Building, Suite 1514
325 West Gains Street
Tallahassee, Florida 32399

Florida Department of Environmental Protection
3900 Commonwealth Boulevard M.S. 47
Tallahassee, Florida 32399

Ivan Rodriquez
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 525
33132

Village of Palmetto Bay

To:	Mayor and Village Council	Date:	February 1, 2016
From:	Edward Silva Village Manager	Re:	DRTF Land Use and FLUM Amendment

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL MEDIUM, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

A. BACKGROUND

Since incorporation in 2002, the residents of Palmetto Bay have envisioned a thriving downtown district in the Village's southwest corner in and around South Dixie Highway. A major step towards achieving this goal was reached on December 14, 2015, when the Village adopted the Franjo Activity Center (FAC) land use designation and created the Downtown Urban Village zoning district. The achievement was the result of an effort initiated in the late Spring of 2013, when the Village Manager convened the Downtown Redevelopment Task Force (DRTF). The membership of the DRTF consisted of over 40 residents and professionals from across the Village representing a full diversity of interest and expertise in the areas of land development including real estate, landscaping, architecture, engineering, banking, marketing, community events, private residents, business owners, restaurateurs, etc.

The DRTF's initial study area spanned approximately 330 acres in and around Franjo Road and the South Dixie Highway Island area. That first implementation of the FAC land use

designation involved approximately 184 acres. It is now desired to capture certain portions of the original study that lay along the eastern edges of the newly approved FAC designated area. This request adds 17 acres to the total FAC area and involves and the inclusion of 272 residential units. The residential unit adjustment to the FAC are reflective of those units that were either already permitted by the existing land use designation of the lots involved, or their actual development status thereof. No commercial square footage is being added to the FAC land use category.

B. PROPOSED CHANGES

The proposed ordinance seeks to similarly designate certain lots that lay on the eastern edges of those lands already designated FAC; and to amend the FAC land use designation within the Land Use Element of the Comprehensive Plan (Comp Plan), to include the residential units already permitted or constructed on those properties to be so designated.

C. COMPREHENSIVE PLAN/FLUM AMENDMENTS – PROCEDURALLY

The instrument to amend the Village's Comprehensive Plan and FLUM is an ordinance which requires two (2) Council Meetings and a Local Planning Agency (LPA) hearing. The LPA will be held the same date as the second council meeting of which both will be public hearings as required by law. Pursuant to section 163.3187, Florida Statutes, the Comprehensive Plan and FLUM amendments must be transmitted to the State of Florida's Department of Economic Opportunity (DEO) subsequent to passing the items on first reading. The second reading and LPA cannot be scheduled until the DEO issues their Objections, Recommendations and Comments (ORC) Report to the Village either authorizing the amendments or providing a statement of no objections. By state statute, the DEO has 30 days to respond to the transmittal. Should they fail to respond, the amendments are automatically deemed acceptable. Please note, however, the DEO's initial response within the 30 day window may be to merely set a future date for a subsequent final report.

D. ANALYSIS

The following is a review of the request pursuant to the Village's Comprehensive Plan Amendment criteria found at Section 30-30.8(b) of the Land Development Code. The Background and the Proposed Changes Section, of this report are hereby incorporated by reference into this Analysis. The analysis below addresses both the Comprehensive Plan and the FLUM amendments.

Criteria (1) Whether the proposal is internally consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the 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 amendment. Each GOP is

provided with a brief analysis. The finding of those analysis's 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: See Background Section. The proposed land use amendment is in furtherance of the 40 member DRTF team and the three (3) comprehensive, the innovative studies that the Village Council relied upon that supported the initial creation and designation of the FAC. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: The density permitted by the proposed land use category allows for a more compact urban form where mixed uses can be provided for throughout the district with the integration of both horizontal and vertical forms. The included areas either have available infrastructure or are located in areas where it may be added.

Objective 1.3 <u>Public Facility Levels-of-Service</u>
Make sure suitable land is available for roads and infrastructure needed to support proposed development and redevelopment, and the expansion of necessary public facility capacity and services are concurrent with the impacts of development.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The proposed FAC land use category is predicated on existing or potentially available infrastructure within the area. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. It is believed infrastructure can accommodate or appropriately be provided to accommodate anticipated development.

Policy 1.4.4 Consistent with the provisions of the Interlocal Agreement between Palmetto Bay and the School Board, the Village will consider the individual and cumulative impacts of land use plan amendments and rezoning applications that increase residential density on existing and planned public elementary and secondary schools, and solicit input from the School Board on local school impacts in advance of the hearings for subject amendments or applications.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. Any future development or redevelopment will be evaluated at the time of site plan application.

Objective 2A.1 Transportation Level of Service

To the maximum extent controllable by the Village of Palmetto Bay, all roadways within the village shall operate at or above the roadway level of service standards contained in this Element.

Analysis: The propose FAC land use category is predicated on a roadway infrastructure that is provided for the Downtown Urban Village (DUV) zoning district lays wholly inside the FAC land use designation. The DUV road network and transit connectivity is anticipated to accommodate development within an acceptable LOS. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Objective 4A.1 Potable Water Level of Service

Coordinate effectively with the Village's water service provider, Miami-Dade County Water and Sewer Department (WASD) to ensure that potable water service to the Village will meet or exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. Any future development or redevelopment will be evaluated at the time of site plan application.

Objective 4B.1 Sanitary Sewer level of service

Coordinate effectively with the Village's wastewater service provider (WASD), to ensure that wastewater service to the Village will meet or exceed the adopted level-of-service standard thorough the planning period.

Analysis: See Objective 4A.1 above.

Objective 4C.1 Maintain Adopted Level-of-Service Standards

Coordinate with the Federal Emergency Management Agency (FEMA), South Florida Water Management District (SFWMD), and Miami-Dade County to ensure the Village's storm water management system meets or exceeds adopted LOS design standards over the planning period.

Analysis: See Objective 4A.1 above.

Policy 4C.2.1 Encourage future development into areas that are already served, or programmed to be served, by under-capacity storm water management facilities.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The downtown area is already served by potable water and sanitary sewer. Future improvements to that infrastructure may be required as the Village achieves full build-out of the anticipated development.

Objective 4D.1 Existing and Future Needs

Coordinate with Miami-Dade County Department of Public Works Waste Management (PWWM), the entity responsible for solid waste collection and disposal, to help ensure maintenance of a safe, dependable, and efficient solid waste collection and disposal system for Village of Palmetto Bay residents and businesses and in compliance with the adopted level of service.

Analysis: See Objective 4A.1 above.

Objective 11.1 Potable Water Level of Service

Coordinate effectively with the Village's water service provider Miami-Dade County Water and Sewer Department (WASD), to ensure that potable water service to the Village will meet to exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Objective 4A.1.

Finding: Consistent (for all of Criteria 1).

Criteria (2) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing Comprehensive Plan, and whether the changes support or work against the proposed amendment.

Analysis: See Background Section of this report. This is an extension of the DRTF's initiatives and the Village Council's actions to establish the FAC land use and the DUV zoning regulations. The request captures certain lots that lay along the eastern edge of the existing FAC designated lands. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (3) 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 neighboring property land use.

Analysis: See Criteria 1 and the Background Section. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (4) 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 change in land use would likely increase the value of the land as the district provides greater opportunity for redevelopment.

Finding: Consistent.

Criteria (5) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: See Criteria 1 and the Background Section. The proposed DUV zoning to be placed in concert with this FAC designation will rely upon the Urban Village and Neighborhood Village sectors which were designed as a transition from the more intense portions of the DUV core. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

Finding: Consistent.

Criteria (6) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and interest of the Comprehensive Plan.

Analysis: See the Background Section, Criteria 1, 3, 4, and 5, and the Studies.

Finding: Consistent.

Criteria (7) Whether the proposed amendment meets the requirements of Section 163.3161, Florida Statutes, entitled "The Local Government Comprehensive Planning and Land Development Regulation Act."

Analysis: See this entire report. The Comprehensive Plan serves as a blueprint for future commercial and residential land uses, housing, and conservation, as well as cultural and recreational amenities. An important component of the comprehensive plan is identifying the new infrastructure and growth demands needed to support the future physical and economic development of the community. The proposed amendment supports that effort.

Finding: Consistent.

Criteria (8) Other matters which the Local Planning Agency [here the Village Council], in its legislative discretion, may deem appropriate.

Finding: Decision for the Village Council.

E. FISCAL/BUDGETARY IMPACT

There is no fiscal or budgetary impact anticipated at this time. However, any future development will likely positively add to land values and increase ad valorem revenue.

F. RECOMMENDATION

Staff recommends approval.

Darby P. Delsalle, AICP
Planning and Zoning Director

ORDINANCE NO. _____

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL ~~MEDIUM~~, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan for the Village of Palmetto Bay was originally adopted on August 1st, 2005, provided for a range of permitted uses and development intensities for certain lands within the Village which included the designations of Mixed Use Corridor and Neighborhood Mixed Use; and

WHEREAS, on December 14, 2015, the Mayor and Village Council, in partial fulfilled the vision of the Downtown Redevelopment Task Force (DRTF) vision, adopted the Franjo Activity Center (FAC) land use designation for the purpose of supporting the development of a downtown within the southwest quadrant of the Village; and

WHEREAS, the DRTF envisioned an area larger than that adopted by the Village Council on December 14, 2015; and

WHEREAS, the Mayor and Village Council now desire to incorporate additional lands into the FAC land use designation that lay along the edges of the adopted district; and

WHEREAS, the specific authority and requirements for municipalities to do Comprehensive Planning in Florida emanates from Chapter 163, Florida Statutes; and

WHEREAS, as the Comprehensive Plan, and amendments thereto are adopted via Ordinance; and

WHEREAS, after receiving input and participation by the public at first reading of the proposed amendment, the Village Council transmitted the proposed amendment to the Florida

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

Department of Economic Opportunity (DEO) and to all other agencies, as required under law, for their review pursuant to Section 163.3184, Florida Statutes; and

WHEREAS, the DEO reviewed the proposed FLUM and return its Objections, Recommendations and Comments (ORC) Report to the Village; and

WHEREAS, the Mayor and Village Council conducted a second duly noticed public hearing on the amendment as required under law following the receipt of approval by the DEO; 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, the Village Council have reviewed the criteria of 30-30.8(b) and find the ordinance in compliance with the applicable standards and the Comprehensive Plan; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to amend the Land Use Element of the Comprehensive Plan and the FLUM.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACTING IN ITS CAPACITY AS THE LOCAL PLANNING AGENCY 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. Compliance with Criteria. In evaluating an application for a Comprehensive Plan amendment, from Neighborhood Mixed Use and Mixed Use Corridor, the Palmetto Bay Village Council is applying the standard under 30-30.8(b), of the Village's Code.

Section 3. The Land Use Element of the Village's Comprehensive Plan is amended to read as follows:

1.0 FUTURE LAND USE ELEMENT

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.

Objective 1.1 Future Land Use Map

Adoption and implementation of the Future Land Use Map (FLUM), including the land use amendments to individual parcels as referenced in the supporting Data, Inventory, and Analysis, and presented in Exhibit 1 and the element goals, objectives, and policies herein as the official and primary standard governing land use density and intensity in the Village of Palmetto Bay.

* * *

Policy 1.1.1: The following future land use categories contained on the Village's Future Land Use Map are identified, and the use and development standards for each defined, below:

* * *

Franjo Activity Center (FAC). This designation encourages development or redevelopment that seeks to facilitate multi-use and mixed-use projects that encourage mass transit, reduce the need for automobile travel, provide incentives for quality development, provide for the efficient use of land and infrastructure, provide for urban civic open space, and give definition to a pedestrian urban form. The Franjo Activity Center is intended to support the achievement of a residential to non-residential balance that increases the opportunities for transportation demand management alternatives including but not limited to walking and transit, reduced vehicle miles traveled, and reduced single use trips. The Franjo Activity Center shall serve as a significant, multifamily, employment, office and commercial center of the Village.

* * *

Total densities and intensities of development within the Franjo Activity Center shall be as follows:

- Residential Land Uses – ~~5,389~~ 5,661 dwelling units, of which 1,246 are to be held in reserve by the Village to be allocated by the Village at the time of site plan approval;

* * *

Section 4. The amended Future Land Use Map is incorporated by reference and attached hereto as Attachment A, and shall be included in the "2013-2025 Future Land Use Map."

Section 5. Transmittal. The Village Council, acting in its capacity as the Local Planning Agency, approves the above amendment, as further modified herein, to the FLUM, which is attached to this ordinance. The Village Council, acting in its capacity as the Local Planning Agency, further recommends to the Village Council that it authorize the Village Clerk to transmit the

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attached amendments to the FLUM to the State of Florida Department of Economic Opportunity (DEO) and all other governmental bodies, agencies, or private individuals as required by State law.

Section 6. Severability. The provisions of this ordinance are declared to be severable, and if any sentence, section, clause or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the ordinance, but they shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Conflicts. The provisions of the Comprehensive Plan of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 8. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Comprehensive Plan of the Village of Palmetto Bay, Florida.

Section 9. Effective Date. This ordinance shall upon enactment.

PASSED and ENACTED this ____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Attest: _____ _____

Meighan 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

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Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

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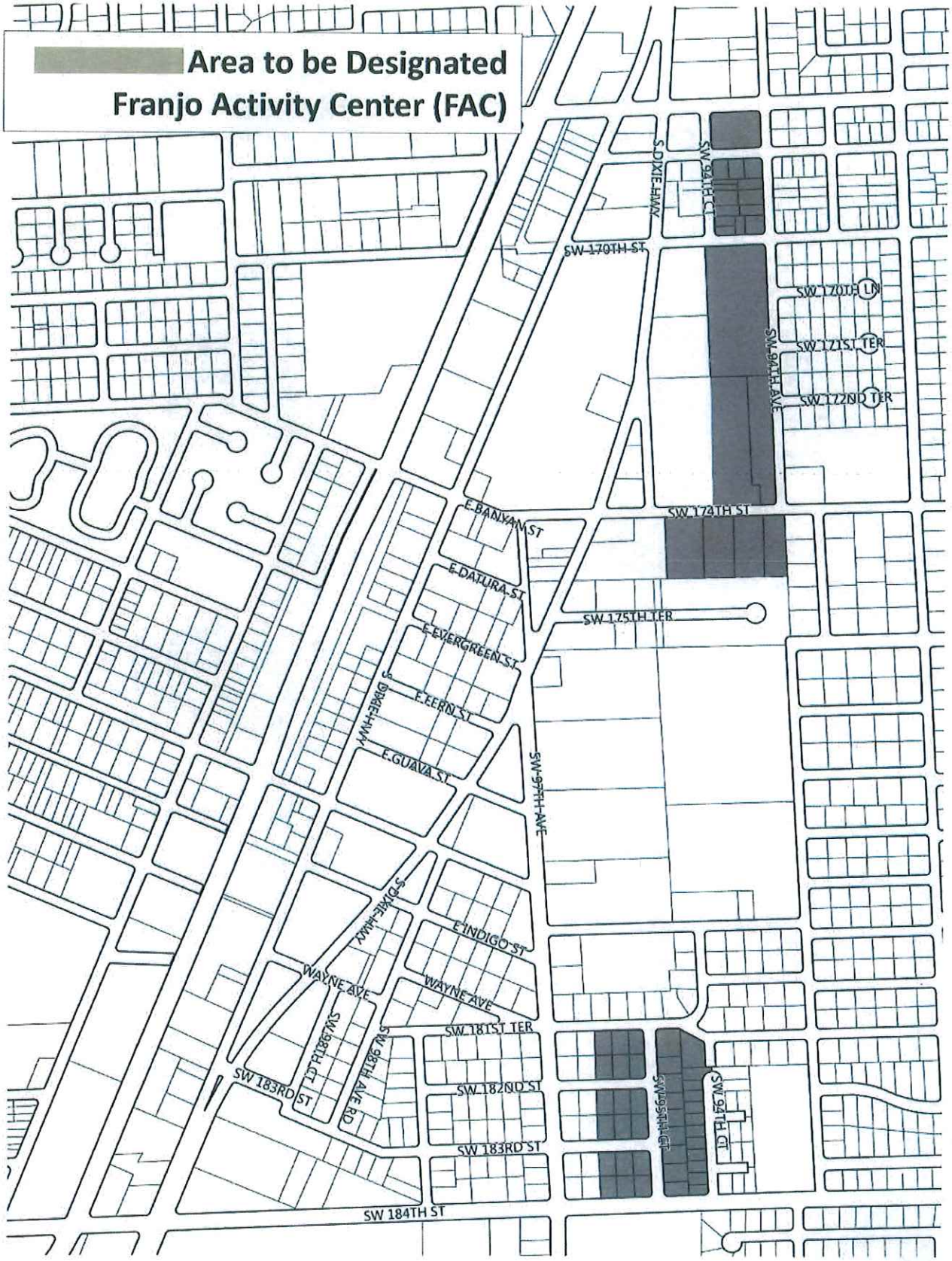
ATTACHMENT A



PROPOSED
ORDINANCE

ORDINANCE NO. _____

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, RELATING TO A LARGE SCALE AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) CONSISTENT WITH 163.3161 AND 163.3184, FLORIDA STATUTES; CHANGING THE LAND USE DESIGNATION OF CERTAIN LANDS WITHIN THE DOWNTOWN AREA OF THE VILLAGE OF PALMETTO BAY, AS FURTHER DESCRIBED AT ATTACHMENT A, FROM LOW DENSITY RESIDENTIAL, LOW MEDIUM RESIDENTIAL, AND MEDIUM RESIDENTIAL MEDIUM, TO FRANJO ACTIVITY CENTER (FAC); AND AMENDING THE VILLAGE'S COMPREHENSIVE PLAN'S LAND USE CATEGORY, FAC; ADJUSTING THE NUMBER OF UNITS PERMITTED WITHIN THE FAC FROM 5,389 TO 5,661; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan for the Village of Palmetto Bay was originally adopted on August 1st, 2005, provided for a range of permitted uses and development intensities for certain lands within the Village which included the designations of Mixed Use Corridor and Neighborhood Mixed Use; and

WHEREAS, on December 14, 2015, the Mayor and Village Council, in partial fulfilled the vision of the Downtown Redevelopment Task Force (DRTF) vision, adopted the Franjo Activity Center (FAC) land use designation for the purpose of supporting the development of a downtown within the southwest quadrant of the Village; and

WHEREAS, the DRTF envisioned an area larger than that adopted by the Village Council on December 14, 2015; and

WHEREAS, the Mayor and Village Council now desire to incorporate additional lands into the FAC land use designation that lay along the edges of the adopted district; and

WHEREAS, the specific authority and requirements for municipalities to do Comprehensive Planning in Florida emanates from Chapter 163, Florida Statutes; and

WHEREAS, as the Comprehensive Plan, and amendments thereto are adopted via Ordinance; and

WHEREAS, after receiving input and participation by the public at first reading of the proposed amendment, the Village Council transmitted the proposed amendment to the Florida

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Department of Economic Opportunity (DEO) and to all other agencies, as required under law, for their review pursuant to Section 163.3184, Florida Statutes; and

WHEREAS, the DEO reviewed the proposed FLUM and return its Objections, Recommendations and Comments (ORC) Report to the Village; and

WHEREAS, the Mayor and Village Council conducted a second duly noticed public hearing on the amendment as required under law following the receipt of approval by the DEO; 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, the Village Council have reviewed the criteria of 30-30.8(b) and find the ordinance in compliance with the applicable standards and the Comprehensive Plan; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to amend the Land Use Element of the Comprehensive Plan and the FLUM.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACTING IN ITS CAPACITY AS THE LOCAL PLANNING AGENCY OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

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Section 2. **Compliance with Criteria.** In evaluating an application for a Comprehensive Plan amendment, from Neighborhood Mixed Use and Mixed Use Corridor, the Palmetto Bay Village Council is applying the standard under 30-30.8(b), of the Village's Code.

Section 3. The Land Use Element of the Village's Comprehensive Plan is amended to read as follows:

1.0 FUTURE LAND USE ELEMENT

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

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OF ITS UNIQUE AND BEAUTIFUL COASTAL ENVIRONMENTAL RESOURCES.

Objective 1.1 Future Land Use Map

Adoption and implementation of the Future Land Use Map (FLUM), including the land use amendments to individual parcels as referenced in the supporting Data, Inventory, and Analysis, and presented in Exhibit 1 and the element goals, objectives, and policies herein as the official and primary standard governing land use density and intensity in the Village of Palmetto Bay.

* * *

Policy 1.1.1: The following future land use categories contained on the Village's Future Land Use Map are identified, and the use and development standards for each defined, below:

* * *

Franjo Activity Center (FAC). This designation encourages development or redevelopment that seeks to facilitate multi-use and mixed-use projects that encourage mass transit, reduce the need for automobile travel, provide incentives for quality development, provide for the efficient use of land and infrastructure, provide for urban civic open space, and give definition to a pedestrian urban form. The Franjo Activity Center is intended to support the achievement of a residential to non-residential balance that increases the opportunities for transportation demand management alternatives including but not limited to walking and transit, reduced vehicle miles traveled, and reduced single use trips. The Franjo Activity Center shall serve as a significant, multifamily, employment, office and commercial center of the Village.

* * *

Total densities and intensities of development within the Franjo Activity Center shall be as follows:

- Residential Land Uses – ~~5,389~~ 5,661 dwelling units, of which 1,246 are to be held in reserve by the Village to be allocated by the Village at the time of site plan approval;

* * *

Section 4. The amended Future Land Use Map is incorporated by reference and attached hereto as Attachment A, and shall be included in the "2013-2025 Future Land Use Map."

Section 5. Transmittal. The Village Council, acting in its capacity as the Local Planning Agency, approves the above amendment, as further modified herein, to the FLUM,

Additions shown by underlining and deletions shown by ~~overstriking~~.
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which is attached to this ordinance. The Village Council, acting in its capacity as the Local Planning Agency, further recommends to the Village Council that it authorize the Village Clerk to transmit the attached amendments to the FLUM to the State of Florida Department of Economic Opportunity (DEO) and all other governmental bodies, agencies, or private individuals as required by State law.

Section 6. Severability. The provisions of this ordinance are declared to be severable, and if any sentence, section, clause or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the ordinance, but they shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 7. Conflicts. The provisions of the Comprehensive Plan of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 8. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Comprehensive Plan of the Village of Palmetto Bay, Florida.

Section 9. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED and ENACTED this ____ day of _____, 2016.

First Reading: _____

Second Reading: _____

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 _____

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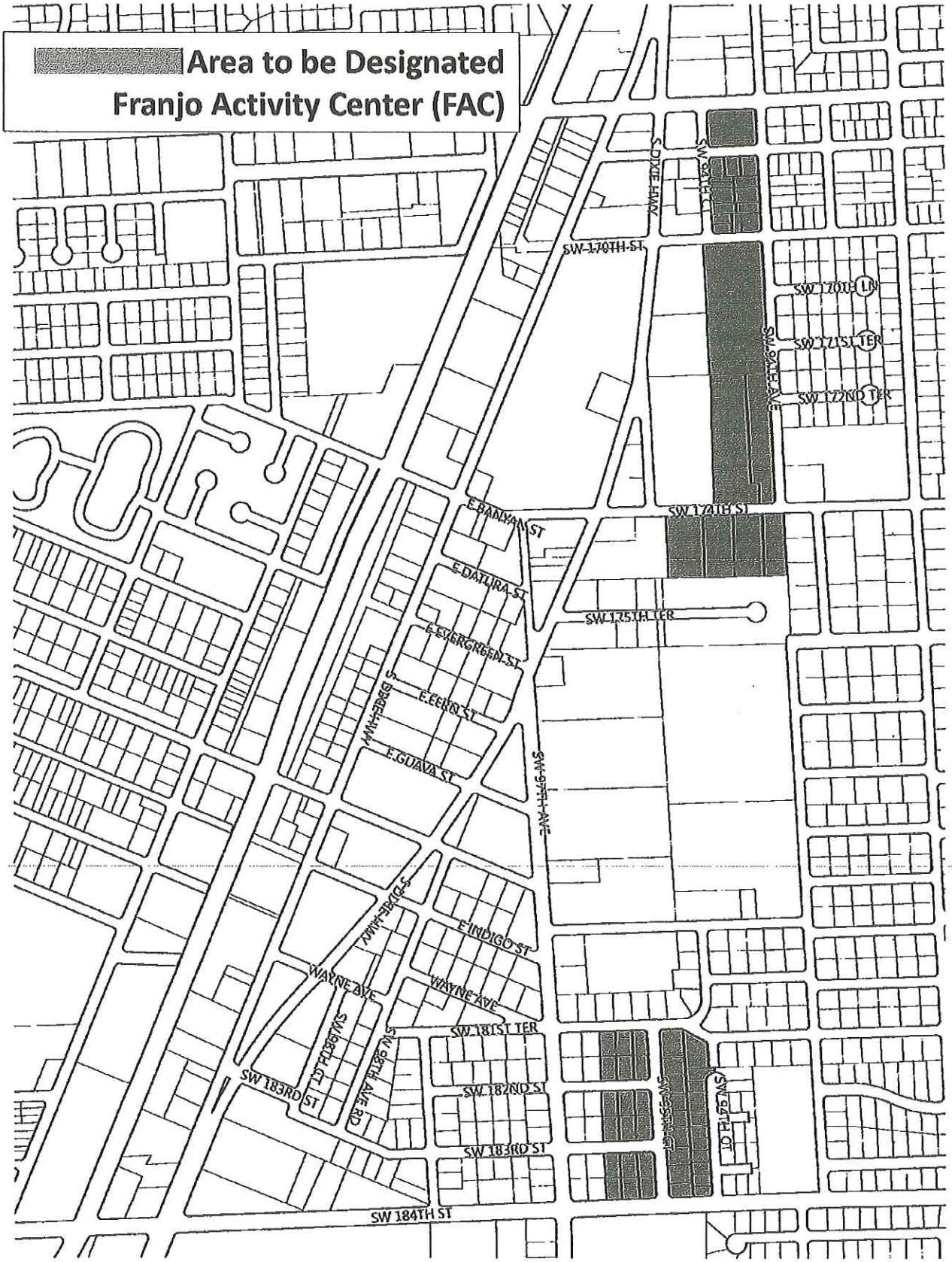
ATTACHMENT A



ITEM 13B

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	DUV Edges Rezoning & Amendment - 2nd Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-50.23, ENTITLED "DOWNTOWN URBAN VILLAGE", TO INCLUDE THE AMENDED PAGES AT ATTACHMENT A; AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THOSE LANDS EFFECTED AS DESCRIBED AT ATTACHMENT B, FROM AG, AGRICULTURAL DISTRICT; R-1, SINGLE FAMILY DISTRICT; R-2; TWO FAMILY RESIDENTIAL, R-3M APARTMENT DISTRICT; R-4L, LIMITED APARTMENT DISTRICT; AND I, INTERIM DISTRICT; TO DOWNTOWN URBAN VILLAGE DISTRICT; IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

UPDATE SINCE FIRST READING:

This item was passed and approved without modification at First Reading on February 1, 2016. The Report and Ordinance stands as it was submitted for First Reading (First Reading Report is attached as Exhibit A). Subsequent to the hearing, the land use companion items were transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their required review. That review is now complete and this item is eligible for final consideration. There were no changes made since the First Reading that occurred on February 1, 2016.

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A (First Reading Report)

Darby Delsalle, AICP
Director of Planning & Zoning

EXHIBIT A

To:	Honorable Mayor and Village Council	Date:	February 1, 2016
From:	Edward Silva, Village Manager	Re:	DUV Amendment and Rezoning of Downtown – 1st Reading

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-50.23, ENTITLED "DOWNTOWN URBAN VILLAGE", TO INCLUDE THE AMENDED PAGES AT ATTACHMENT A; AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THOSE LANDS EFFECTED AS DESCRIBED AT ATTACHMENT B, FROM AG, AGRICULTURAL DISTRICT; R-1, SINGLE FAMILY DISTRICT; R-2; TWO FAMILY RESIDENTIAL, R-3M APARTMENT DISTRICT; R-4L, LIMITED APARTMENT DISTRICT; AND I, INTERIM DISTRICT; TO DOWNTOWN URBAN VILLAGE DISTRICT; IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

BACKGROUND:

Since incorporation in 2002, the residents of Palmetto Bay have envisioned a thriving downtown district in the Village's southwest corner in and around South Dixie Highway. A major step towards achieving this goal was reached on December 14, 2015, when the Village adopted the Downtown Urban Village (DUV) zoning district and the Franjo Activity Center (FAC) land use designation. The achievement was the result of an effort initiated in the late spring of 2013, when the Village Manager convened the Downtown Redevelopment Task Force (DRTF). The membership of the DRTF consisted of over 40 residents and professionals from across the Village representing a full diversity of interest and expertise in the areas of land development including real estate, landscaping, architecture, engineering, banking, marketing, community events, private residents, business owners, restaurateurs, etc.

The DRTF's initial study area spanned approximately 330 acres in and around Franjo Road and the South Dixie Highway Island area. Those first two phases of implementation of the DUV zoning designation involved approximately 184 acres (the second phase was adopted on January 4, 2016). It is now desired to capture certain portions of the original study that lay along the eastern edges of the newly approved DUV zoned areas. This request adds 17 acres to the total DUV area. The sectors to be applied to the areas will be Neighborhood

Village and Urban Village and will have a base density of 14 units per acre. Descriptions of the two (2) sector is provided below.

Urban Village. This sector is immediately south of the Downtown Village sector, includes properties on the east and west sides of Franjo Road, and serves as a transition from the Downtown Village sector to the Neighborhood Village sector. The sector provides for a broad range of building typologies that includes row-houses, stacked apartments, and single family homes. Maximum permitted heights are based on building typology and range from five (5) stories to three (3) stories. As with Downtown Village (DV) and Downtown General (DG) sectors, the UV sector is incentive based allowing heights to reach eight (8) stories for flex block and six (6) stories for flex building typologies. Base maximum residential density is 24 units per acre. The range of permitted uses begins to narrow from that permitted within the DV and DG sectors. Generally, developable block size is reduced.

Neighborhood Village. This sector is the least intense of the four (4) within the DUV district. Much of it is nestled within the traditional residential areas of the downtown with portions located along the southwestern areas of the DUV district. Its character is primarily residential with maximum heights that range between three (3) and four (4) stories depending on building typology. Base maximum residential density is 14 units per acre. Flexible Block building typology is not permitted. Residential is the primary use permitted within the sector with limited retail/service uses at its peripheries.

PROPOSED CHANGES:

The proposed ordinance seeks to expand the new DUV zoning provisions onto certain lands as described above in this report. The DUV design standards themselves are not being altered. Adoption of the ordinance will have the effect of adjusting the sector boundaries within the DUV land development regulations including street typologies and permitted base densities. No other portions of the regulations are to be modified. The proposed ordinance also changes the Official Zoning map of those specified lands to the DUV district designation. The actual proposed changes to the DUV land development regulations are as follows:

1. The *Village of Palmetto Bay Illustrative Vision Plan* is being updated to reflect the expanded DUV boundaries.
2. At *Section 2.02, Sector Plan, Figure 2* is being updated to reflect the sectors within the expanded DUV boundaries.
3. At *Section 2.03, New Streets Plan, Figure 3* is being updated to reflect any new street within the expanded DUV boundaries.
4. At *Section 2.06, Residential Density Plan, Figure 6* is being updated to reflect the base residential densities within the expanded DUV boundaries.
5. At *Section 3.01C, Sector Summary UV,* is being updated to reflect the UV sector areas within expanded DUV boundaries.
6. At *Section 3.01D, Sector Summary NV,* is being updated to reflect the NV sector areas within expanded DUV boundaries.
7. At *Section 5.01, Street Type Plan, Figure 63* is being updated to reflect the street typologies within the expanded DUV boundaries.

ANALYSIS:

The following is a review of the request pursuant to the zoning amendment criteria found at Section 30-30.7(b) of the Land Development Code. The Background Section and the Proposed Changes Section of this report is hereby incorporated by reference into this analysis. The Studies attached at Exhibits A, B and C are hereby incorporated into all portions of this analysis. The analysis below addresses both the downtown zoning regulations and the rezoning amendments.

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 as relating to the proposed amendment. Each GOP is provided with a brief analysis. The finding of those analysis's 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: See Background Section. The proposed downtown zoning provisions are in furtherance of the 40 member DRTF team and the three (3) comprehensive, the innovative studies that the Village Council relied upon that supported the initial creation and designation of the FAC. The Neighborhood Village and Urban Village sectors will apply to the rezone lands, as they were designed to be a transition from the higher intensity sectors of the DUV. Base density is set at 14 units per acre consistent with those areas intended to be lesser in intensity.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: The density permitted by the proposed zoning allows for a more compact urban form where mixed uses can be provided for throughout the district with the integration of both horizontal and vertical forms. The included areas either have available infrastructure or are located in areas where it may be added.

Objective 1.2 <u>Land Development Code</u>

Maintain, and revise as necessary, an effective Land Development Code (LDC), which clearly implements the goal, objectives and policies of this Element, and the adopted Comprehensive Plan as a whole, and regulates development quality and impacts.

Analysis: See Background Section. The proposed amendment is consistent with the efforts initiated by the DRTF and as previously adopted by the Village Council.

Objective 1.3 <u>Public Facility Levels-of-Service</u>
Make sure suitable land is available for roads and infrastructure needed to support proposed development and redevelopment, and the expansion of necessary public facility capacity and services concurrent with the impacts of development.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The proposed DUV zoning is predicated on existing or potentially available infrastructure within the area. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. It is believed infrastructure can accommodate or appropriately be provided to accommodate anticipated development.

Policy 1.4.4 Consistent with the provisions of the Interlocal Agreement between Palmetto Bay and the School Board, the Village will consider the individual and cumulative impacts of land use plan amendments and rezoning applications that increase residential density on existing and planned public elementary and secondary schools, and solicit input from the School Board on local school impacts in advance of the hearings for subject amendments or applications.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The proposed DUV zoning is predicated on existing or potentially available infrastructure within the area. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. It is believed infrastructure can accommodate or appropriately be provided to accommodate anticipated development.

Objective 2A.1 Transportation Level of Service

To the maximum extent controllable by the Village of Palmetto Bay, all roadways within the Village shall operate at or above the roadway level of service standards contained in this Element.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The proposed DUV zoning is predicated on existing or potentially available infrastructure within the area. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. It is believed infrastructure can accommodate or appropriately be provided to accommodate anticipated development.

Objective 4A.1 Potable Water Level of Service

Coordinate effectively with the Village's water service provider, Miami-Dade County Water and Sewer Department (WASD) to ensure that potable water service to the Village will meet or exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. Further, this amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. Any future development or redevelopment will be evaluated at the time of site plan application.

Objective 4B.1 Sanitary Sewer level of service

Coordinate effectively with the Village's wastewater service provider (WASD), to ensure that wastewater service to the Village will meet or exceed the adopted level-of-service standard thorough the planning period.

Analysis: See Objective 4A.1 above.

Objective 4C.1 Maintain Adopted Level-of-Service Standards

Coordinate with the Federal Emergency Management Agency (FEMA), South Florida Water Management District (SFWMD), and Miami-Dade

County to ensure the Village's storm water management system meets or exceeds adopted LOS design standards over the planning period.

Analysis: See Objective 4A.1 above.

Policy 4C.2.1 Encourage future development into areas that are already served, or programmed to be served, by under-capacity storm water management facilities.

Analysis: See Goal 1, Policy 1.1.8 and the Background Section of this report. The downtown area is already served by potable water and sanitary sewer. Future improvements to that infrastructure may be required as the Village achieves full build-out of the anticipated development.

Objective 4D.1 Existing and Future Needs
Coordinate with Miami-Dade County Department of Public Works Waste Management (PWWM), the entity responsible for solid waste collection and disposal, to help ensure maintenance of a safe, dependable, and efficient solid waste collection and disposal system for the Village of Palmetto Bay residents and businesses and in compliance with the adopted level of service.

Analysis: See Objective 4A.1 above.

Objective 11.1 Potable Water Level of Service
Coordinate effectively with the Village's water service provider Miami-Dade County Water and Sewer Department (WASD), to ensure that potable water service to the Village will meet to exceed the adopted level-of-service (LOS) standard throughout the planning period.

Analysis: See Objective 4A.1.

Policy 11.2.1 Encourage future development and redevelopment in areas that are already served, or programmed to be served, by WASD potable water facilities.

Analysis: See Objective 4A.1 above.

Finding: Consistent.

Criteria (2) Whether the proposal is in conformance with all applicable requirements of Chapter 30.

Analysis: See Background Section of this report. This is an extension of the DRTF's initiatives and the Village Council's actions to establish the FAC land use and

the DUV zoning regulations. The request captures certain lots that lay along the eastern edge of the existing DUV zoned lands. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category. As such, no portion of the proposed code is in conflict with 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: See Background Section of this report. This is an extension of the DRTF's initiatives and the Village Council's actions to establish the FAC land use and the DUV zoning regulations. The request captures certain lots that lay along the eastern edge of the existing FAC designated lands. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

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, 2 and 3, and the Background Section of this report. The amendment does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

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: See Criteria 1 and the Background Section of this report.

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 1. In general, the proposed zoning provision will not impact the above communities in question as the area is largely residential in nature. The provisions do fulfill certain GOP's of the Comprehensive Plan with regard to landscaping on-site and within the rights-of-ways. Other provisions provide for open space.

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 Criteria 1 through 4 of this analysis and the Background Section of this report. The downtown district is located along the southwestern edge of the Village. The overall layout of the downtown district is designed to divert unintended impacts that may occur away from the interior portions of the Village. Its standards are tailored to reflect market realities within a sustainable framework of infrastructure to support commercial, office, and retail development, and market rate housing. It is believed the net effect will be an increase in overall property values. This outcome will likely result in a shift of the share of real estate tax burden away from the Village's, single family residential communities' current 80% contribution ratio.

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 Criteria 1 and the Background Section. The proposed DUV zoning to be placed in concert with this FAC designation will rely upon the Urban Village and Neighborhood Village sectors which were designed as a

transition from the more intense portions of the DUV core. The change does not add any more residential units beyond:

(1) those already permitted by the current land use of the properties involved; and/or
(2) the number of residential unit that exist in their current development state.

No commercial square footage is being added to the FAC land use category.

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 Criteria 1, 2, 3, 4, 7, and 8, and the Background Section of this report. Based on the above reviews, the request is in harmony 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:
Ad valorem revenue generated by the anticipated development is provided for in the Lampert Market Study.

RECOMMENDATION:
Approval is recommended.

Darby P. Delsalle, AICP
Planning and Zoning Director

PROPOSED
ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-50.23, ENTITLED "DOWNTOWN URBAN VILLAGE", TO INCLUDE THE AMENDED PAGES AT ATTACHMENT A; AND AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING OF THOSE LANDS EFFECTED AS DESCRIBED AT ATTACHMENT B, FROM AG, AGRICULTURAL DISTRICT; R-1, SINGLE FAMILY DISTRICT; R-2; TWO FAMILY RESIDENTIAL, R-3M APARTMENT DISTRICT; R-4L, LIMITED APARTMENT DISTRICT; AND I, INTERIM DISTRICT; TO DOWNTOWN URBAN VILLAGE DISTRICT; IN PALMETTO BAY, FLORIDA; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on December 14, 2015, the Mayor and Village Council, in partial fulfilled the vision of the Downtown Redevelopment Task Force (DRTF) vision, adopted the Downtown Urban Village (DUV) zoning regulations for the purpose of supporting the development of a downtown within the southwest quadrant of the Village; and

WHEREAS, the DRTF envisioned an area larger than that adopted by the Village Council on December 14, 2015; and

WHEREAS, the Mayor and Village Council now desire to incorporate additional lands into the DUV land use designation that lay along the edges of the adopted district; and

WHEREAS, pursuant to Chapter 166, *Florida Statutes*, new zoning provisions, and a change of zoning, otherwise known as a district boundary change, of more than 10 acres, requires a public hearing on second reading, and a Local Planning Agency public hearing prior to approval of the rezoning by 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 zoning code and/or zoning map amendment, 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 enact land development regulations for lands within the downtown area as provided at Attachment A, and to rezone the certain lands within Village's downtown area accordingly, as further described at Attachment B.

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 downtown zoning land development regulations and rezoning consistent with Code Section 30-30.7(b) of the Code of Ordinances.

Section 2. Compliance with FS Chapter 166. The Village Council, in compliance with Chapter 166, *Florida Statutes,* after the first reading and Local Planning Agency hearing, approved the request to rezone.

Section 3. Amendment of Downtown Urban Village Regulations. Section 30-50.23 is amended within the Village's Code of Ordinances to read as provided at Attachment A of this ordinance.

Section 4. Codification. It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Rezoning. That all lands as described and so designated at Attachment B of this ordinance are rezoned accordingly and be shall reflected on the Village of Palmetto Bay's Official Zoning Map.

Section 6. Conflicting Provisions. The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect. It is the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 8. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED and ENACTED this ____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Attest: _____ _____

Meighan 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ATTACHMENT A

DUV AMENDMENT

Village of Palmetto Bay Illustrative Vision Plan

Rowhouse typologies are introduced, with the ability to provide a mixed-use component to the district but remain compatible with higher intensity residential typologies like Stacked Apartment buildings. Single-Family houses may be developed as a more urban typology like sideyard and courtyard houses, which maintain the street edge and continue to respect the public realm.

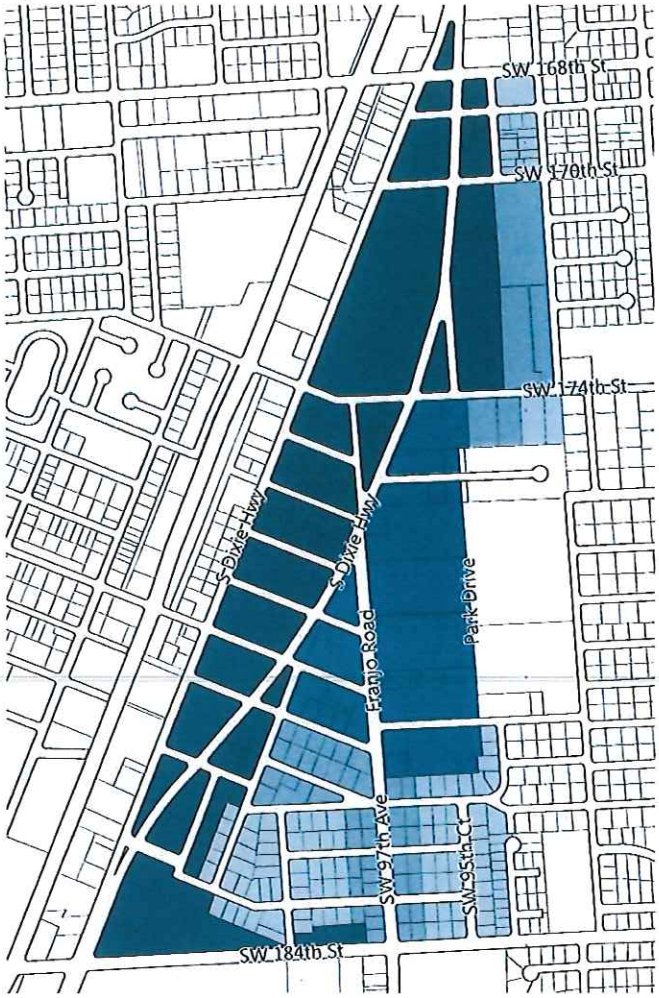
Landscaping should be consistent with the neighborhood scale of the district with shade trees planted in landscape islands or planting strips and some shallow-depth landscaping in any setbacks separating building entrances and frontage features from the public sidewalks.

Parking is permitted both on-site and off-site within the NV Sector.

Key

(DV)	Downtown Village	
(DG)	Downtown General	
(UV)	Urban Village	
(NV)	Neighborhood Village	

Figure 2 Sector Plan



Section 2.05 Street Hierarchy Plan

The Street Hierarchy, Figure 5, plan illustrates the types of streets, both existing and new, to be constructed/redeveloped within the Village of Palmetto Bay. Streets designed according to the standards within these regulations contain many new character elements that will contribute to the improved street network and ped/bike character of the Downtown Urban Village (DUV).

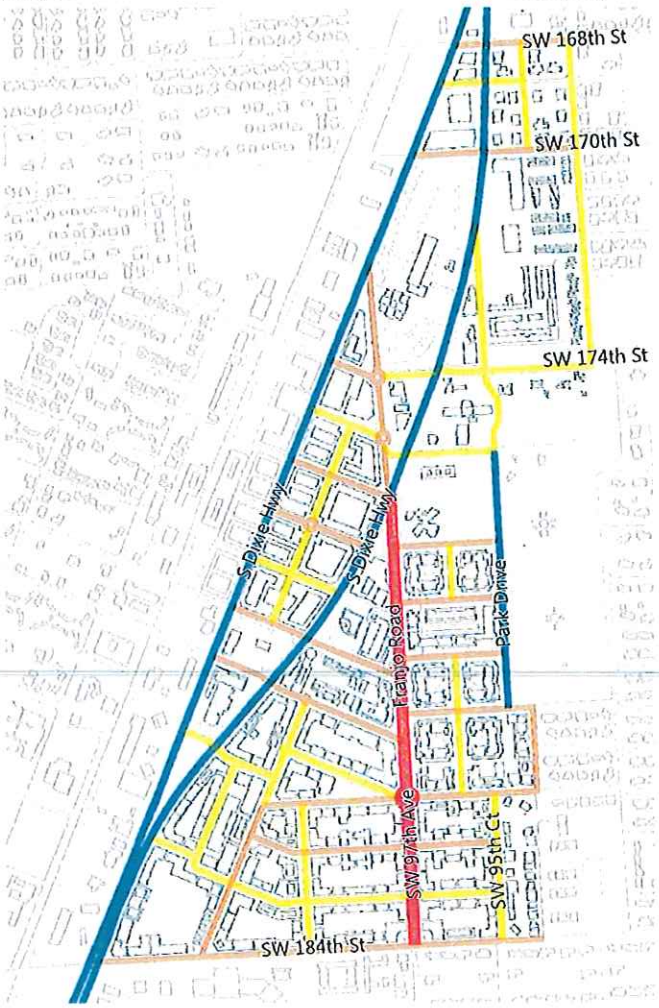
For all street types, a build-to line shall be established consistent with the street type that is identified in Figure 62 and the corresponding standards illustrated in Sec.5.01 A-E. For the stoop and porch frontage types in Sec.4.05 D-E, within the Urban Village (UV) and Neighborhood Village (NV) sectors, the setbacks shall be 10 feet.

The following streets and corresponding Figure 5, outline the hierarchy of streets from top priority down. This hierarchy of streets is important for development where frontage and access shall be considered.

Key

Priority 'A' Street
A Street
Priority 'B' Street
B Street

Figure 5 Street Hierarchy Plan



Section 2.06 Residential Density Plan

The Residential Density Plan, Figure 6, illustrates the range of densities that shall be permitted on the parcels within the Downtown Urban Village (DUV). All densities shall be based on the gross lot area, meaning that parcels shall be extended to the center line of the street for the purpose of calculating the lot area.

A. **Minimum Average Unit Size:** In total, a mixture of unit sizes and types shall be provided in all residential components of development. The number of units in a multi-family building to be constructed in the Downtown Urban Village (DUV) shall meet the minimum average required unit size of 750 sq.ft. minimum. This will encourage development of mainly one (1), two (2) and three (3) bedroom residential units. The minimum unit size for any residential units that shall be permitted within the DUV is 625 sq.ft. min.

Key

24 du/ac max. base density (gross)
14 du/ac max. base density (gross)

Maximum Base Density: Maximum base density refers to the number of initial residential units permitted per acre before adding available reserve residential units and/or TDR residential units.

Table 2 **Minimum Area of Multi-Family Units**

Multi-Family Units	Area (min.)
Studio	625 sq.ft.
1 Bedroom	650 sq.ft.
2 Bedroom	850 sq.ft.
3 Bedroom	1,100 sq.ft.

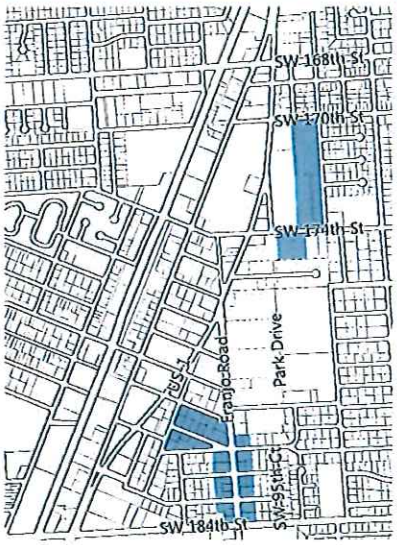
Figure 6 **Residential Density Plan**

C. Urban Village (UV)*

Sector Summary

UV

Urban Village



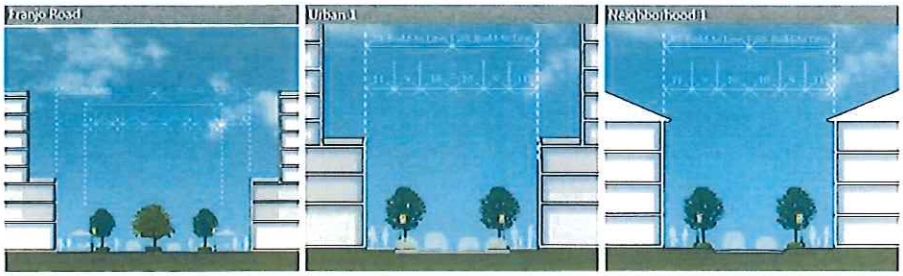
Building Types	Lot Size W x D	Residential Density*	Building Height	Uses by Story		Private Open Space
Flexible Block	160'x160'	24 du/ac	3 stories (min.) 5 stories (max.) 8 stories (with bonus)	1st 2nd+	C-R/O/R C-R/O/R	15% of site
Flex Building	80'x100'	24 du/ac	3 stories (min.) 5 stories (max.) 6 stories (with bonus)	1st 2nd+	C-R/O/R C-R/O/R	15% of site
Row-house	80'-125'x100'	24 du/ac	2 stories (min.) 3 stories (max.)	1st 2nd+	C-R/O/R R	400 sq.ft. per unit
Stacked Apartment Building	80'-200'x 100'	24 du/ac	2 stories (min.) 4 stories (max.)	1st 2nd+	R R	10% of site
Single-Family House	45'-100'x100'	24 du/ac	3 stories (max.)	1st 2nd+	R R	10% of site

***Maximum Base Density:** Maximum base density refers to the number of initial residential units permitted per acre before adding available reserve and/or TDR units.

Streets and Building Placement

Street Type	ROW	Build-To Line Primary	Build-To Line Secondary	Sidewalk	Bike Lanes	Uses (at Street)	Glazing (at Street)
Franjo Road (FR)	70'	50' (from centerline of road, up to 2 stories)	65' (from centerline of road, >2 stories)	20'	Yes	C-R	70% (min)
Urban 1 (TS-U1)	50' or 60'	30' (from centerline of road)	45' (from centerline of road)	10'	N/A	C-R O R	70% min. (C-R/O only)
Neighborhood 1 (TS-N1)	50' or 60'	30' (from centerline of road)	45' (from centerline of road)	10'	N/A	R	N/A

Key: Commercial-Retail: C-R Office: O Residential: R



(*) Notwithstanding any provision of this code amendment or the Downtown Urban Village Ordinance, any land, development applications or permit requests regarding properties within the Neighborhood Village or Urban Village, which are currently (as of January 4, 2016, which is the date of passage of this amendment on second reading) constructed as single family residences shall be analyzed and approved or permitted under the rules applicable to R-1 zoning district at the time of application or permit request.

D. Neighborhood Village (NV)*

Sector Summary

NV

Neighborhood Village

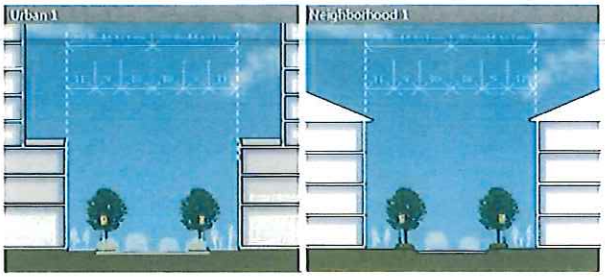
Building Types	Lot Size W x D	Residential Density*	Building Height	Uses by Story		Private Open Space
Flex Building	80'x100'	24 du/ac	3 stories (min.) 5 stories (max.) 6 stories (with bonus)	1st 2nd+	C-R/O/R O/R	15% of site
Row-house	80'-125'x100'	24 du/ac	2 stories (min.) 3 stories (max.)	1st 2nd+	C-R/O/R R	400 sq.ft. per unit
Stacked Apartment Building	80'-200'x 100'	24 du/ac	2 stories (min.) 4 stories (max.)	1st 2nd+	R R	10% of site
Single-Family House	45'-100'x100'	24 du/ac	3 stories (max.)	1st 2nd+	R R	10% of site

*Maximum Base Density: Maximum base density refers to the number of initial residential units permitted per acre before adding available reserve and/or TDR units.

Streets and Building Placement

Street Type	ROW	Build-To Line Primary	Build-To Line Secondary	Sidewalk	Bike Lanes	Uses (at Street)	Glazing (at Street)
Urban 1 (TS-U1)	50' or 60'	30' (from centerline of road)	45' (from centerline of road)	10'	N/A	C-R O R	70% min. (C-R/O only)
Neigh-borhood 1 (TS-N1)	50' or 60'	30' (from centerline of road)	45' (from centerline of road)	10'	N/A	R	N/A

Key: Commercial-Retail: C-R Office: O Residential: R



(*) Notwithstanding any provision of this code amendment or the Downtown Urban Village Ordinance, any land, development applications or permit requests regarding properties within the Neighborhood Village or Urban Village, which are currently (as of January 4, 2016, which is the date of passage of this amendment on second reading) constructed as single family residences shall be analyzed and approved or permitted under the rules applicable to R-1 zoning district at the time of application or permit request.

30-50.23.5 Street Connectivity Standards

Section 5.01 Purpose

This section identifies the standards, by which all streets both new and existing, shall be met with regards to the dedication, construction and/or redevelopment by both the Village of Palmetto Bay and its individual property owners, in addition to any other public entities/stakeholders.

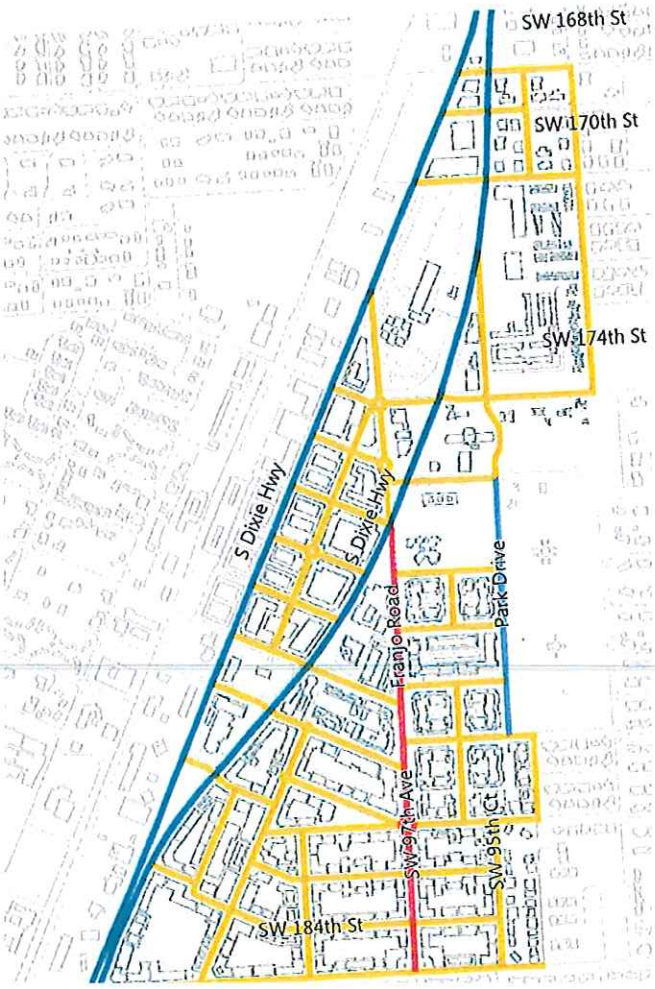
All construction of new and redevelopment of exisiting right-of-ways shall be the responsibility of the individual property owners and are intended to support the Village of Palmetto Bay's future vision for a highly connected, multi-modal, ped/bike-friendly, network of streets within the Downtown Urban Village (DUV). Property owners shall be responsible for the portion of the right-of-way on all sides of development, considered street frontage.

The intention of this section is to provide the tools necessary for property owners and potential developers to determine the type of street and the elements within the right of way necessary to achieve the Village of Palmetto Bay's vision for the Downtown Urban Village (DUV). The size, location and treatment of the elements that compose the right of way shall determine the relevant build-to line, in which property owners and developers shall base plans for their parcels and apply all parameters of development.

Key

(FR)	Franjo Road
(US1)	US-1
(P)	Park Drive
(TS)	Typical Street

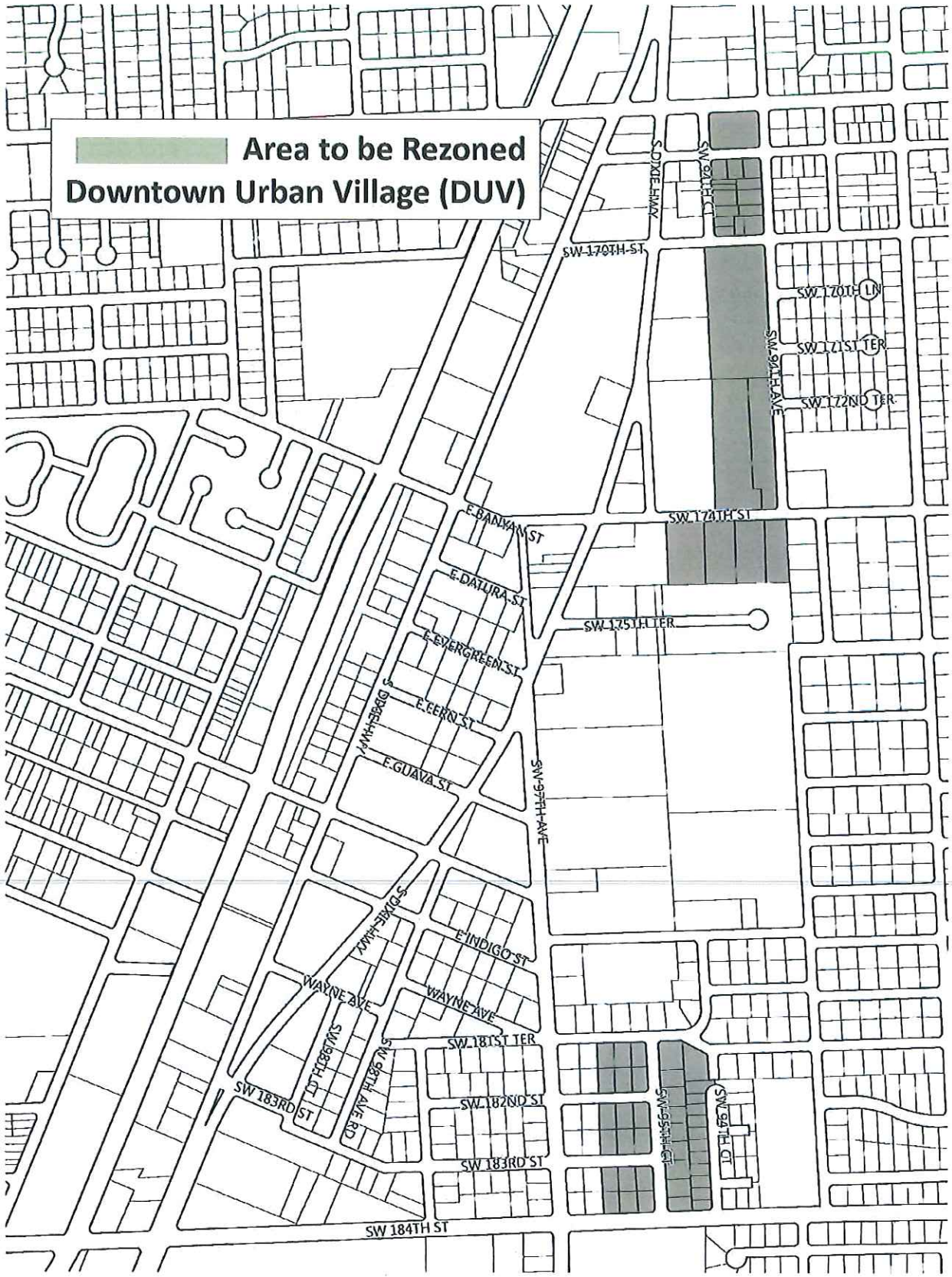
Figure 62 Street Type Plan



ATTACHMENT B

DUV REZONING MAP

ATTACHMENT B



ITEM 13C

To: Honorable Mayor and Village Council

Date: May 2, 2016

From: Edward Silva, Village Manager

Re: VMU Land Use – 2nd Reading

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.

UPDATE SINCE FIRST READING:

This item was passed and approved without modification at First Reading on March 7, 2016. The Report and Ordinance stands as it was submitted for First Reading (First Reading Report is attached as Exhibit A). Subsequent to the hearing, the item was transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their required review. The DEO approved the item on April 15, 2016 with two technical comments recommended for incorporation into the Ordinance. The proposed recommended modifications are provided below as reflected by the double underlining and double strikes:

Policy 1.1.3 The Palmetto Bay Village Center is an ~~(approximately 39 acres) has been designated on the FLUM as "Village Mixed Use" land use. The entire~~ 80.0 acre site ~~is~~ located northeast of the intersection of SW 184th Street and Old Cutler Road and is subject to the Master Plan accepted by the Village Council in October 2004.~~,~~ Approximately 39 acres of that land is designated "Village Mixed Use" which may include the following maximum development potential:

- Multifamily residential, including but not limited to Apartment Building, Rowhouse/Townhouse, and/or Senior Living Facilities ~~Facility –~~ up to 400 ~~300~~ units
- ~~Multifamily Residential – up to 100 units~~
- Commercial – incidental and supporting uses
- Office – up to 315,000 square feet (including ancillary uses).

- Any increase in commercial square footage or residential units approved by Transfer of Development rights pursuant to applicable Code shall not exceed maximum permitted land use density by more than 25%.

None of the above uses shall create substantial adverse impacts on the Biscayne National Park or Biscayne Bay.

The South Florida Water Management District requested we complete our water facility plan and that plan is currently underway and anticipated to be heard during First Reading at the Regular Council Meeting scheduled for June 6, 2016. No other comments were received. The responses received from Village staff were provided to the commenting agencies and are attached to the "ORC Report".

RECOMMENDATION:
Approval is recommended.

Attachments:
Exhibit A – (First Reading Report)

Darby Delsalle, AICP
Director of Planning and Zoning

ORC REPORT

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

April 15, 2016

The Honorable Eugene Flinn
Mayor, Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Dear Mayor Flinn:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Village of Palmetto Bay (Amendment No. 16-2ESR), which was received on March 18, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendments if adopted.

We are, however, offering two technical assistance comments consistent with Section 163.3168(3), F.S. The Agency's technical assistance comments will not form the basis of a challenge but are offered to strengthen the Village's comprehensive plan and ensure compliance with the provisions of the Community Planning Act.

The amendment proposes revisions to Policy 1.1.3 of the Land Use Element of the Village's comprehensive plan. The first technical assistance comment pertains to the omission of limits on the maximum quantity of development rights that may be transferred into the Village Mixed-Use future land use category as is proposed in the revised policy.

In response, proposed Policy 1.1.3 of the Land Use Element should be revised further to make the policy more meaningful and predictable. As proposed, the policy allows for receiving additional density and intensity transfers within lands designated "Village Mixed-Use." The additional development rights would be transferred from other land uses not designated "Village Mixed-Use." This renders the receiving land use without a measurable maximum density/intensity. One approach would be to limit the overall amount of development rights that could be transferred into the Village Mixed-Use land use category. This limitation may occur within this same policy or be adopted within another appropriate policy of the comprehensive plan.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The second technical assistance pertains to an apparent discrepancy of the acreage of land within Village Mixed-Use future land use category, as described in the proposed revised Policy 1.1.3: one portion of the Policy refers to an area of approximately 39 acres whereas another refers to an 80-acre site.

In response, the Village could consider revising Policy 1.1.3 to explain the relationship of the 39-acre Palmetto Bay Village Center to the Village Mixed-Use future land use category, including clarifying the reference to an 80-acre site.

The Village is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Village. If other reviewing agencies provide comments, we recommend the Village consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held and the amendment adopted within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

We appreciate the opportunity to work with the Village of Palmetto Bay on planning and sustainable development issues. If you have any questions concerning this review, please contact Adam Antony Biblo, at (850) 717-8503, or by email at *Adam.Biblo@deo.myFlorida.com*.

Sincerely,

Taylor Teepell, Director
Division of Community Development

TT/aab

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Darby P. Delsalle, AICP, Director, Palmetto Bay Department of Planning and Zoning
Isabel Cosio Carballo, Executive Director, South Florida Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Darby Delsalle

From:	Ray, Suzanne E. <Suzanne.E.Ray@dep.state.fl.us>
Sent:	Thursday, April 14, 2016 1:29 PM
To:	Darby Delsalle; DCPexternalagencycomments
Subject:	Palmetto Bay 16-2ESR Proposed

To: Darby Delsalle, Director

Re: Palmetto Bay 16-2ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at Suzanne.e.ray@dep.state.fl.us or (850) 717-9037 for assistance or additional information. Please send all amendments, both proposed and adopted, to plan.review@dep.state.fl.us or

Florida Department of Environmental Protection
Office of Intergovernmental Programs, Plan Review
2600 Blair Stone Rd. MS 47
Tallahassee, Florida 32399-2400

Suzanne E Ray

Darby Delsalle

From: Darby Delsalle
Sent: Tuesday, April 12, 2016 1:21 PM
To: Darby Delsalle
Subject: FW: Village of Palmetto Bay, DEO #16-2ESR Comments on Proposed Comprehensive Plan Amendment Package

Darby Delsalle, AICP
Director of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
T: 305-259-1234
F: 786-338-7432
www.palmettobay-fl.gov

From: Darby Delsalle
Sent: Tuesday, April 12, 2016 1:20 PM
To: 'Manning, Terese'
Cc: Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Moreno; James Stansbury (james.stansbury@deo.myflorida.com); Mark R. Woerner (mwoerner@miamidade.gov); darby.p.delsalle@hotmail.com
Subject: RE: Village of Palmetto Bay, DEO #16-2ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Ms. Manning,

Thank you for your response. The Village is moving forward with the Water Facility Element. The item is expected to go to first reading either May 2nd or June 11th. We will transmit that amendment as soon as that hearing is complete. Once again thank you.

Darby Delsalle, AICP
Director of Planning and Zoning
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
T: 305-259-1234
F: 786-338-7432
www.palmettobay-fl.gov

From: Manning, Terese [mailto:tmanning@sfwmd.gov]
Sent: Monday, April 11, 2016 2:55 PM
To: Darby Delsalle
Cc: Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Isabel Cosio Carballo (isabelc@sfrpc.com); Isabel Moreno; James Stansbury (james.stansbury@deo.myflorida.com); Mark R. Woerner (mwoerner@miamidade.gov)
Subject: Village of Palmetto Bay, DEO #16-2ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Mr. Delsalle:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from Village of Palmetto Bay (Village). The amendment package would revise two Future Land Use Element policies related to the Village Center area. There appear to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Village is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on September 12, 2013. Therefore, the Village's Work Plan was to be adopted by March 12, 2015. The Village will need to include updated water demand and population projections for the identified planning period. The development anticipated to be included in the Franjo Activity Center area should also be included in the Work Plan. The Work Plan must also identify any water supply projects needed to meet projected water demands. Further information on updating Work Plans is available at: www.sfwmd.gov/work_plan_support.

The District offers its technical assistance to the Village and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the Village's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District at the address below. Please contact me if you need assistance or additional information.

Sincerely,

Terry Manning, Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road, MSC 4222
West Palm Beach, FL 33406
Phone: 561-682-6779
Fax: 561-681-6264
E-Mail: tmanning@sfwmd.gov

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking on this link.

Darby Delsalle

From: Edward Silva
Sent: Tuesday, April 05, 2016 3:26 PM
To: Darby Delsalle
Subject: FW: SFRC Meeting April 4,2016 Agenda #III.D Adoptd/Propsd SLPA#: Broward County 16-4ESR; Monroe County 15-01ACSC; Hialeah 15-5ER; Islamorada 16-2ACSC; North Bay Village 16-1ESR; Palmetto Bay 16-2ESR; Hialeah Gardens 15-1ER
Attachments: AGENDA - COUNCIL _2_.pdf; AgendaApr16_IIID.pdf; AgendaApr16_IIID (Addendum).pdf

Respectfully,

Edward Silva
Village Manager
Village of Palmetto Bay
305-259-1234
Palmetto Bay

Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Kathe Lerch [mailto:klerch@sfrpc.com]
Sent: Monday, April 04, 2016 1:46 PM
To: Kathe Lerch; cleonkreps@nbvillage.com; alex@belldavid.com; adeleon@nbvillage.com; Eugene Flinn; Darby Delsalle; Ron Williams; deb.gillis@islamorada.fl.us; maria.aguilar@islamorada.fl.us; cheryl.cioffari@islamorada.fl.us; luisgonzalez@hialeahfl.gov; dstorch@hialeahfl.gov; jmartinez@hialeahfl.gov; boccdis3@monroecounty-fl.gov; dlove@ksfla.com; hurley-christine@monroecounty-fl.gov; mkiar@broward.org; dvonstetina@broward.org; bblakeboy@broward.org; cchambers@broward.org; JSESODIA@broward.org; mfeliciano@broward.org; ydelacruz@cityofhialeahgardens.com; mgonzalez@cityofhialeahgardens.com; jerry@belldavid.com
Cc: 'lawrence.venture@homestead.af.mil'; 'tmanning@sfwmd.gov'; 'Lois.bush@dot.state.fl.us'; 'tracy.suber@fldoe.org'; 'FWCConservationPlanningServices@myfwc.com'; 'gerry.oreilly@dot.state.fl.us'; 'Deena.Woodward@DOS.MyFlorida.com'; 'compplans@freshfromflorida.com'; Biblo, Adam A; 'DCPexternalagencycomments@deo.myflorida.com'
Subject: SFRC Meeting April 4,2016 Agenda #III.D Adoptd/Propsd SLPA#: Broward County 16-4ESR; Monroe County 15-01ACSC; Hialeah 15-5ER; Islamorada 16-2ACSC; North Bay Village 16-1ESR; Palmetto Bay 16-2ESR; Hialeah Gardens 15-1ER

At the April 4, 2016 Council Meeting, the South Florida Regional Council approved the attached reports, finding the proposed and adopted amendments to be generally consistent with the *Strategic Regional Policy Plan* for South Florida.

Should you have any questions, contact Isabel Cosio Carballo, Executive Director, at (954) 985-4416 or isabelc@sfrpc.com.

Broward County SFRC Agenda #III.D, SLPA #16-4ESR;
Mayor CC
Martin David Kiar Barbara Blake Boy/Cynthia Chambers/Deanne D. Von Stetina/ Jo Sesodia/ Maribel Feliciano
mkiar@broward.org;dvonstetina@broward.org; bblakeboy@broward.org; cchambers@broward.org; JSESODIA@broward.org; mfeliciano@broward.org;

Monroe County SFRC Agenda #III.D, #15-1ACSC;
Mayor CC
Heather Carruthers Christine Hurley/ Debbie Love
boccdis3@monroecounty-fl.gov; dlove@ksfla.com; hurley-christine@monroecounty-fl.gov;

City of Hialeah SFRC Agenda #III.D, SLPA #15-5ER;
Mayor CC
Carlos Hernandez Deborah Storch/Jonathan Martinez
luisgonzalez@hialeahfl.gov; dstorch@hialeahfl.gov; jmartinez@hialeahfl.gov;

Islamorada, Village of Islands SFRC Agenda #III.D SLPA #16-2ACSC;
Mayor CC
Deb Gillis Maria Aguilar/Cheryl Cioffari
deb.gillis@islamorada.fl.us; maria.aguilar@islamorada.fl.us; cheryl.cioffari@islamorada.fl.us;

North Bay Village SFRC Agenda #III.D, SLPA #16-1ESR;
Mayor CC
Connie Leon-Kreps Alex A. David/Ana Deleon
cleonkreps@nbvillage.com; alex@belldavid.com; adeleon@nbvillage.com;

Village of Palmetto Bay SFRC Agenda #III.D SLPA #16-2ESR;
Mayor CC
Eugene Flinn Darby Delsalle/Ron Williams
eflinn@palmettobay-fl.gov; ddelsalle@palmettobay-fl.gov; rwilliams@palmettobay-fl.gov;

City of Hialeah Gardens SFRC Agenda #III.C, SLPA #15-1ER;
Mayor CC
Yioset De La Cruz Mirtha Gonzalez/Jerry Bell
ydelacruz@cityofhialeahgardens.com;; mgonzalez@cityofhialeahgardens.com;jerry@belldavid;

Kathe Lerch
Administrative Assistant
South Florida Regional Council
3440 Hollywood Blvd., Suite 140
Hollywood, FL 33021
954-985-4416

MEMORANDUM

AGENDA ITEM #III.D

DATE: APRIL 4, 2016

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LOCAL GOVERNMENT COMPREHENSIVE PLAN PROPOSED AND ADOPTED AMENDMENT CONSENT AGENDA

Pursuant to Section 163.3184, Florida Statues, Council review of amendments to local government comprehensive plans is limited to 1) adverse effects on regional resources and facilities identified in the *Strategic Regional Policy Plan for South Florida* (*SRPP*) and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the State Land Planning Agency within 30 calendar days of receipt of the amendment.

Council staff has not identified adverse effects to regional resources and facilities or extra-jurisdictional impacts that would result from the following map and text amendments.

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting	Governing Body Adoption Vote
Broward County 16-4ESR (received 03-11-16)	√	N/A	04/02/2016	03/08/2016	9-0
The proposed Broward County Land Use Plan (BCLUP) text amendment (PCT 16-2) seeks to address future housing demand and enhance the mixed-use, urban character of the "Pembroke Pines Local Activity Center (LAC) by adding 476 dwelling units and 60,000 square feet of commercial uses. The LAC is generally bound on the north by Pines Boulevard, on the east by Palm Avenue and on the south by Washington Street. These additional uses complement existing uses in the City and will help meet growing demand for housing.					

South Florida Regional Council
3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021
954.985.4416 Phone, 954.985-4417 FAX
www.sfregionalcouncil.org

Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting	Governing Body Adoption Vote
Monroe County 15-1ACSC (received 03-09-16)	N/A	√	04/02/2016	12/10/2014	5-0
The adopted resolution amends the Future Land Use Map (FLUM) for four specific parcels of land from Industrial to Commercial and from Mixed Use/Commercial Fishing and Industrial to Mixed Use/Commercial. This amendment provides limitations on development and specific restrictions and incorporates the recommendations of the ORC report. A Comprehensive Plan text amendment will establish a subarea policy for the Big Coppitt portion of the property, restricting any residential use on the subject property to only affordable housing.					
City of Hialeah 15-5ER (received 03-09-16)	N/A	√	04/04/2016	09/22/2015	7-0
The City of Hialeah has adopted a text amendment to its Comprehensive Plan, to include a new Health Element. This Element incorporates public health considerations and provides for a well-planned, livable and safe urban environment therefore improving the welfare of residents of the City of Hialeah. The adopted text amendment includes an updated capital improvement schedule as recommended by DEO.					
Islamorada, Village of Islands 16-2ACSC (received 03-03-16)	√	N/A	04/04/2016	02/25/2016	4-1
The proposed amendment seeks to amend the Village's Future Land Use Map from Residential Conservation to Residential Low for property located at 100 Sapodilla Drive on Lower Matecumbe Key. RC allows one dwelling unit per four acres and RL allows one dwelling units per two acres. The Florida Department of Economic Opportunity (DEO) has expressed concern about the change in designation because the amendment does not include relevant data and analysis demonstrating need or address the approximately 288 allocations remaining under building permit system or the 1000 plus vacant lots. DEO recommends the amendment be revised to include a site specific Future Land Use Map Change (FLUM) that limits the development to the number of ROGO exempt units that are being considered for transfer. Council staff is available to assist with the recommended changes.					
North Bay Village 16-1ESR (received 03-09-16)	√	N/A	04/04/2016	02/23/2016	5-0
This proposed amendment amends the Comprehensive Plan Elements, Future Land Use Map and updates the Water Supply Facilities Work Plan. These text amendments will be used in the creation of an economic redevelopment strategy for the expansion of businesses in the Village. Future Land Use Map					

Amendments are included.					
Local Government and Plan Amendment Number	**Proposed**	**Adopted**	**Council Review Date**	**Local Government Transmittal or Adoption Public Hearing and Meeting**	**Governing Body Adoption Vote**
Village of Palmetto Bay 16-2ESR (received 03-18-16)	√	N/A	04/04/2016	03/07/2016	*TBP
The proposed text amendment seeks to change the Village of Palmetto Bay's Comprehensive Plan's Future Land Category Village's Mixed Use (VMU) designation. The VMU designation would classify all permitted residential uses as multifamily and make land properties eligible for transfer of development rights in order to conserve natural areas.					

*TBP – To Be Provided

Recommendation

Find the proposed and adopted plan amendments from the local governments listed in the table above generally consistent with the *Strategic Regional Policy Plan for South Florida.*

Approve this report for transmittal to the local governments with a copy to the State Land Planning Agency.

The adopted resolutions amended changes to the Future Land Use Map from Residential Low to Mixed-Used/Commercial and from Industrial to Commercial for 4 parcels in Rockland Key.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

JIM BOXOLD
SECRETARY

March 28, 2016

Darby P.Delsalle, AICP
Planning and Zoning Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: Comments for the Village of Palmetto Bay Village Mixed-Use Amendment to the Comprehensive Plan #16-2ESR

Dear Mr. Delsalle:

The Florida Department of Transportation, District Six, completed a review of the proposed amendment to the City's Comprehensive Plan regarding the Village Mixed-Use land use designation. The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed amendment would not significantly impact transportation resources and facilities of state importance.

Please contact me at 305-470-5445 if you have any questions concerning our response.

Sincerely,

Kenneth Jeffries
Transportation Planner

Cc: Harold Desdunes, P.E., Florida Department of Transportation, District 6
Dat Huynh, P.E., Florida Department of Transportation, District 6
Lisa Colmenares, AICP, Florida Department of Transportation, District 6
Ray Eubanks, Department of Economic Opportunity

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

March 18, 2016

Mr. Darby F. Delsalle, Director
Village of Palmetto Bay Department of
Planning and Zoning
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Dear Mr. Delsalle:

Thank you for submitting the City of Palmetto Bay's proposed comprehensive plan amendments submitted for our review pursuant to the Expedited State Review process. The reference number for this amendment package is **Palmetto Bay 16-2ESR.**

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the State Land Planning Agency's Comment Letter no later than **April 17, 2016**.

If you have any questions please contact Anita Franklin, Senior Plan Processor at (850) 717-8486 or James Stansbury, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850) 717-8512.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/af

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

M E M O R A N D U M

TO: Suzanne Ray, DEP
Deena Woodward, DOS
Tracy Suber, DOE
Terry Manning, South Florida WMD
Isabel Cosio Carballo, South Florida RPC
Ken Jeffries, FDOT6
Miami-Dade County

DATE: March 17, 2016

SUBJECT: EXPEDITED STATE REVIEW PROCESS

COMMENTS FOR PROPOSED COMPREHENSIVE PLAN AMENDMENT

LOCAL GOVERNMENT/ STATE LAND PLANNING AGENCY AMENDMENT #:

Palmetto Bay 16-2ESR

STATE LAND PLANNING AGENCY CONTACT PERSON/PHONE NUMBER:

James Stansbury/850-717-8512

The referenced proposed comprehensive plan amendment is being reviewed pursuant the Expedited State Review Process according to the provisions of Section 163.3184(3), Florida Statutes. Please review the proposed documents for consistency with applicable provisions of Chapter 163, Florida Statutes.

Please note that your comments must be sent directly to and received by the above referenced local government within 30 days of receipt of the proposed amendment package. A copy of any comments shall be sent directly to the local government and ALSO to the State Land Planning Agency to the attention of Ray Eubanks, Administrator, Plan Review and Processing at the Department E-mail address: DCPexternalagencycomments@deo.myflorida.com

Please use the above referenced State Land Planning Agency AMENDMENT NUMBER on all correspondence related to this amendment.

Note: Review Agencies - The local government has indicated that they have mailed the proposed amendment *directly to your agency*. See attached transmittal letter. *Be sure to contact the local government if you have not received the amendment.* Also, letter to the local government from State Land Planning Agency acknowledging receipt of amendment is attached.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

VILLAGE OF PALMETTO BAY

RECEIVED
Bureau of Community Planning

MAR 18 2016

Div. of Community Development
Dept. of Economic Opportunity

March 15, 2016

D. Ray Eubanks
Florida Department of Economic Opportunity
Division of Community Planning
The Caldwell Building
107 E Madison Street
Tallahassee, FL 32399-4120

Re: Future Land Element Amendment Modifying Permitted Residential Uses.

Mr. Eubanks:

Pursuant to Florida Statute 163.3184, please find enclosed the proposed amendment to the Village of Palmetto Bay's Comprehensive Plan's Future Land Element as it relates to Village Mixed Use designation. The amendment is pursued at the Village's initiative as part of a broader initiative which seeks to conserve certain natural areas. The submittal was approved upon first reading of the Village Council on March 7, 2016. The proposed amendment is subject to the expedited state review process. Copies of the amendment and supporting report have been forwarded to South Florida Regional Planning Council, Florida Department of Transportation, South Florida Water Management District, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Education, Miami-Dade County Public Schools, and those municipal jurisdictions adjacent to the Village of Palmetto Bay (Town of Cutler Bay, Village of Pinecrest, Coral Gables and Miami-Dade County).

If you have any questions, please feel free to contact me.

Sincerely,

Darby P. Delsalle, AICP, Director
Department of Planning and Zoning

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Tel: (305) 259-1234 ♦ www.palmettobay-fl.gov

James F. Murley
Executive Director
South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, FL 33021

Kenneth Jeffries
Transportation Planner
Intermodal Systems Development
Florida Department of Transportation, District 6
Adam Leigh Cann Building
1000 NW 111th Avenue, Room 6111-A
Miami, Florida 33172

Armando L. Vilaboy
South Florida Water Management District
Intergovernmental Representative
9001 NW 58th Street
Miami, FL 33178

Kathryn Lyon
Town of Cutler Bay
Community Development
10720 Caribbean Blvd., Suite 110
Cutler Bay, Florida 33189

Stephen Olmsted
Village of Pinecrest
Building & Planning Department
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Ramon Trias
City of Coral Gables
Planning and Zoning Division
427 Biltmore Way, Suite 201
Coral Gables, FL 33134

Eric Silva
Miami-Dade County
Development Services Division
Stephen P. Clark Center
111 NW 1st Street, 11th floor
Miami, Florida 33128

Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

Florida Department of Education
Office of the Commissioner
Turlington Building, Suite 1514
325 West Gains Street
Tallahassee, Florida 32399

Florida Department of Environmental Protection
3900 Commonwealth Boulevard M.S. 47
Tallahassee, Florida 32399

Ivan Rodriquez
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 525
33132

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

The Caldwell Building | 107 E. Madison Street | Tallahassee, Florida 32399

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Mr. Darby F. Delsalle, Director
Village of Palmetto Bay Department of
Planning and Zoning
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

331578560 6 C027

VILLAGE OF PALMETTO BAY

March 15, 2016

D. Ray Eubanks
Florida Department of Economic Opportunity
Division of Community Planning
The Caldwell Building
107 E Madison Street
Tallahassee, FL 32399-4120

Re: Future Land Element Amendment Modifying Permitted Residential Uses.

Mr. Eubanks:

Pursuant to Florida Statute 163.3184, please find enclosed the proposed amendment to the Village of Palmetto Bay's Comprehensive Plan's Future Land Element as it relates to Village Mixed Use designation. The amendment is pursued at the Village's initiative as part of a broader initiative which seeks to conserve certain natural areas. The submittal was approved upon first reading of the Village Council on March 7, 2016. The proposed amendment is subject to the expedited state review process. Copies of the amendment and supporting report have been forwarded to South Florida Regional Planning Council, Florida Department of Transportation, South Florida Water Management District, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Education, Miami-Dade County Public Schools, and those municipal jurisdictions adjacent to the Village of Palmetto Bay (Town of Cutler Bay, Village of Pinecrest, Coral Gables and Miami-Dade County).

If you have any questions, please feel free to contact me.

Sincerely,

Darby P. Delsalle, AICP, Director
Department of Planning and Zoning

9705 East Hibiscus Street, Palmetto Bay, FL 33157
Tel: (305) 259-1234 ♦ www.palmettobay-fl.gov

James F. Murley
Executive Director
South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, FL 33021

Kenneth Jeffries
Transportation Planner
Intermodal Systems Development
Florida Department of Transportation, District 6
Adam Leigh Cann Building
1000 NW 111th Avenue, Room 6111-A
Miami, Florida 33172

Armando L. Vilaboy
South Florida Water Management District
Intergovernmental Representative
9001 NW 58th Street
Miami, FL 33178

Kathryn Lyon
Town of Cutler Bay
Community Development
10720 Caribbean Blvd., Suite 110
Cutler Bay, Florida 33189

Stephen Olmsted
Village of Pinecrest
Building & Planning Department
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Ramon Trias
City of Coral Gables
Planning and Zoning Division
427 Biltmore Way, Suite 201
Coral Gables, FL 33134

Eric Silva
Miami-Dade County
Development Services Division
Stephen P. Clark Center
111 NW 1st Street, 11th floor
Miami, Florida 33128

Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

Florida Department of Education
Office of the Commissioner
Turlington Building, Suite 1514
325 West Gains Street
Tallahassee, Florida 32399

Florida Department of Environmental Protection
3900 Commonwealth Boulevard M.S. 47
Tallahassee, Florida 32399

Ivan Rodriquez
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Room 525
33132

PROPOSED
ORDINANCE

EXHIBIT A

Village of Palmetto Bay

To:	Mayor and Village Council	Date:	March 7, 2016
From:	Edward Silva, Village Manager	Re:	VMU Land Use First Reading

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.

BACKGROUND

The specific lands subject to this request are those located on the property commonly known as the "Village Center" and bear the land use designation of Village Mixed-Use (VMU). This particular request, however, is part of larger initiative by the Village of Palmetto Bay to secure certain surplus lands within the larger Village Center site that would serve to expand park lands within the Village of Palmetto Bay, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the Village. As part of the property owner's request to transfer the development rights (TDR) of 22± acres of land adjacent to Old Cutler Road, the Village will receive 40± acres of land that will serve the objectives identified above. To achieve that aim, the Village of Palmetto Bay is requesting a modification to the VMU land use provsions which would have the effect of classifying all of the permitted residential uses on the VMU portion of the property as "Multifamily", and ensure that the property is eligible to participate in the TDR program.

COMPREHENSIVE PLAN AMENDMENTS – PROCEDURALLY

This request is part of a companion ordinance that also modifies the under lying zoning provision of the same name, and a Resolution which authorizes the TDR of 85 units onto the VMU site. This amendment includes a change to the list of permitted units on lands that

exceed 10 acres and is therefore considered a large-scale request. As such, and consistent with the Village's Code requirements and state law, public hearings must be held for both first and second reading of the proposed ordinance. At the first public hearing, the Village Council shall take action to deny or approve the proposed ordinances, or approve it with modifications or conditions for purposes of transmittal to Florida Department of Economic Opportunity (DEO) Pursuant to Section 163.3161, Florida Statutes. If denied by the DEO, the Village may resubmit the application as provided under Section 30-30.2, of the Village's Code. If approved for purposes of transmittal, the Village shall thereafter provide the necessary administrative support for the DEO's review process required under Section 163.3161, et seq., Florida Statutes, and the Village's ordinance would go into effect upon adoption at the second public hearing. The TDR resolution is to be presented at the same meeting the two ordinances are to be heard for first reading. Staff recommends tabling this item so that it may be considered in tandem with the two ordinances. However, staff recommends the Village first act on the TDR resolution item prior to rendering a final decision on both ordinances.

ANALYSIS

The following is a review of the request pursuant to the Village's Comprehensive Amendment criteria found at Section 30-30.8(b) of the Land Development Code. The Background Section of this report is hereby incorporated by reference into this analysis.

Criteria (1) Whether the proposal is internally consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: The following Goals, Objectives and Policies (GOP) were identified as relating to this request. Each GOP is provided with a brief analysis. A final finding 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: See Background Section of this report. This request is part of a larger initiative that seeks to secure certain surplus lands within the larger Village Center site that would serve to expand park lands within the Village of Palmetto Bay, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the Village. By securing the surplus land at the Village Center, these objectives become achievable.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: See Goal 1 above and the Background Section of this report. The proposed amendment removes any development potential from the front 22± acres of the larger Village Center property that fronts Old Cutler Road. Further, this application, taken in the context of the broader initiative, provides for increased parkland, environmental protection, and the need to find a location for a fire rescue facility in the southeast quadrant of the Village.

Policy 1.5.4 Protect and enhance the lush flora and fauna of the Village through strong community landscaping guidelines, land development regulations, and code enforcement.

Analysis: See Goal 1 above and the Background Section of this report. This application is part of a broader initiative which seeks to add park land to the Village thus having the effect of protecting the lush flora and fauna of the Village. As part of a separate application, the Village will acquire over 40 acres of land, much of which is still in its original natural state.

Policy 1.7.9 Existing mature vegetation and distinctive trees should be retained and protected in developments.

Analysis: See Policy 1.5.4 above.

Policy 2A.1.1 The Village of Palmetto Bay recognizes the Urban Development Boundary (UDB) designated by Miami-Dade County and the Urban Infill Area UIA[1] within its municipal limits. Pursuant thereto, the minimum acceptable peak-period LOS for all State and County roads within the UDB shall be the following:

1. All development applications within the Urban Infill Area Transportation Concurrency Exception Area are exempt from transportation concurrency requirements; however the following level of service thresholds are established for reviewing projects within the UIA TCEA: (1) Where no public mass transit service exists, roadways shall operate at or above Level of Service E (100% of capacity), (2) Where mass transit service having headways of 20 minutes or less is provided within a half-mile distance, roadways shall operate at Level of Service of 120% of capacity (3) Where extraordinary transit service, such as express bus

[1] The UIA is defined as that area east and south of the State Road 826 (the Palmetto expressway) and 77th Avenue (including those portions of theoretical SW 77 Avenue.

service exists, parallel roadways within a half-mile shall operate at no greater than 150% of their capacity; and

Analysis: See Background Section of this report. The proposed amendment does not increase density above that already permitted within the Land Use Element of the Village's Comprehensive Plan.

Obj. 4A.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD), for potable water service within the Village of Palmetto Bay is:

a. Regional Treatment. System shall operate with a rated capacity that is no less than 2% above the maximum daily flow for preceding year.
b. User LOS. Maintain capacity to produce and deliver 200 gallons, per capita, per day.
c. Water Quality. Meet all Federal, State and County primary potable water standards.
d. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Analysis: Please see Policy 2A.1.1 above.

Policy 4B.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD) for sanitary sewer service within the Village of Palmetto Bay is 100 gallons, per capita, per day.

Analysis: Please see Policy 2A.1.1 above.

Policy 4B.2.1: Encourage future development into areas that are already served, or programmed to be served, by Miami-Dade County WASD sanitary sewer facilities.

Analysis: The property is served by a sanitary sewer gravity line.

Policy 4C.1.1 The storm water management LOS standards for Village of Palmetto Bay are: Water Quality Standard. Stormwater facilities shall be designed to meet the design and performance standards established in Ch. 62-302.500 and 25.025, F.A.C., with treatment of first one (1) inch of rainfall runoff Water Quality Standard. Where two or more standards impact a specific development, the most restrictive standard shall apply:

a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.
b. Treatment of the runoff from the first one (1) inch of rainfall onsite or the first 0.5 inch of runoff; whichever is greater.

Analysis: Please see Policy 2A.1.1 above. This element is reflective of improvements that would need to be performed at the time the property is the subject of a development order request. As such, any future development of the property will require full compliance with this element at the time of site plan review or permitting.

Policy 4D.1.1 The adopted level-of-service standards maintained by the Miami-Dade County Department of Solid Waste Management for solid waste services within the Village of Palmetto Bay is 9.9 pound, per capita, per day and to maintain solid waste disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements or contracts along with anticipated non-committed waste flows for a period of five (5) years in accordance with Miami-Dade County's Comprehensive Development Master Plan.

Analysis: Please see Policy 2A.1.1 above. The Village of Palmetto Bay generates approximately 41,000 tons of solid waste annually which equals a rate of approximately 9.3 pounds, per-capita, per day. This accounts for only approximately 1.5% of total waste generated. As of 2003, the South Dade Landfill has a capacity of 9.148 million tons with a life expectancy through 2032. Actually impact to LOS of any site plan shall occur at site plan review or building permitting.

Objective 6.5 Protection of Natural Resources
Conserve and protect the remaining natural systems of the Village of Palmetto Bay, in recognition of the inherent values of these areas left in their natural state.

Analysis: See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 6.5.8 Existing mature vegetation and distinctive trees should be retained and protected in developments that homes are shaded from direct sunlight, which then reduces the energy demand from air conditioning units and other appliances. This also contributes to a reduction in the area's carbon footprint since less energy is used to keep the houses cool in the development.

Analysis See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 6.7.6 Existing mature vegetation and distinctive trees should be retained and protected in developments.

Analysis See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 7.1.2 Through the maintenance and expansion of existing park facilities and the acquisition and/or development of new parks and open space, achieve a Level of Service (LOS) Standard of 5.0 acres by 2025.

Analysis: See Goal 1 and Policy 1.5.4 above, and Background Section of this report. This request is part of a larger initiative that will result in adding approximately 40± acres of parkland to the Village.

Objective 10.1 Work with Miami-Dade County Public Schools towards the Reduction of the overcrowding which currently exists in Miami-Dade County Public Schools, while striving to attain and optimum level of service pursuant to Objective 2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.

Analysis: Please see Policy 2A.1.1 above and the Background Section of this report. The application does not increase density above that already permitted by the current land use designation. Actual school concurrency will be measured at the time of site plan application is made for residential units.

Policy 11.1.1 The adopted level-of-service standard established by WASD for potable water service within the Village:

a. Regional Treatment. System shall operate with rated capacity that is no less than two (2) percent above the maximum daily flow for preceding year.

b. User LOS. Maintain capacity to produce and deliver 155 gallons/per capita/per day.

c. Water Quality. Meet all federal, state, and county primary potable water standards.

d. Countywide Storage. Storage capacity for finished water shall equal no less than 15 percent of countywide average daily demand.

Analysis: Please see Policy 2A.1.1 above and the Background Section of this report. The property is connected to Miami-Dade County water via a 6 inch line. As of 2002, the County wide water system had a maximum capacity of 454.8 million gallons per day (MGD) with peak water demand reported at 391.3 MGD. Of that capacity, The Village of Palmetto Bay draws approximately 3.69 MGD (based upon a population of approximately 24,000 residents) or just less than one percent (.0087) of available capacity. At that rate, per capita daily consumption is 153 gallons. At an average household size of 3.01, maximum potential number of residents resulting from the proposed amendments is 123.41

(2 units per acre x 20.5 acres = 41 homes). Given the relatively small size of the development, it is unlikely the addition of the residents will result in exceeding two (2) percent of maximum flow.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (2) Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing Comprehensive Plan, and whether the changes support or work against the proposed amendment.

Analysis: This request, taken in the context of the larger initiative identified in the Background Section of this report, provides the Village of Palmetto Bay the opportunity to expand the amount of park lands within its jurisdiction, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the Village. The request does not increase the overall density of the property beyond that already permitted by the existing land use provision.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (3) 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 neighboring property land use.

Analysis: See Criteria 1 and 2 above and the Background Section of this report. The proposal does not change the overall density of the Village Center property. As part of a larger initiative, the request works to ensure the front 22± acres of land adjacent to Old Cutler Road remains undeveloped, provided however, that land is deeded to the Village of Palmetto Bay.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (4) 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 Criteria 3 above and the Background Section of this report. Preservation of the front 22± acres will ensure a continued buffer is maintained along Old Cutler Road protecting the single family homes on the west side from the Village Center on the east.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (5) Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

Analysis: Please see Criteria 1 through 4 and the Background Section of the report. The request does not increase the overall density of the property beyond that already permitted by the existing land use provision. The request, as part of a larger initiative, will result in the preservation of a natural landscape buffer to those lands west of property in question.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (6) Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan.

Analysis: Please see Criteria 1 through 4 and the Background Section of the report.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (7) Whether the proposed amendment meets the requirements of Section 163.3161, Florida Statutes, entitled "The Local Government Comprehensive Planning and Land Development Regulation Act."

Analysis: Recent changes to Florida land use laws leveraged greater authority in the review and processing of large-scale land use amendments (those greater than 10 acres). Submission, review and proposed implementation of the requests pertaining to the Comprehensive are consistent with those provisions. The proposed large-scale amendment to amend the VMU land use category meets the requirements of Section 163.3161, Florida Statutes, as amended.

Finding: Consistent.

Criteria (8) Other matters which the Local Planning Agency [here 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. Any future programming of acquired lands shall be considered through the regular budgetary process.

RECOMMENDATION

Staff recommends conditionally approval provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Darby Delsalle, AICP
Director of Planning and Zoning

ORDINANCE NO. _____

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.

WHEREAS, in 2008, the Mayor and Village Council created the Land Use Designation Village Mixed Use (VMU), which provided for a range of permitted uses and development intensities for certain lands within the Village; and

WHEREAS, the newly created VMU district provided for up to 400 residential units of which 300 were identified as "Senior Living Facility" and 100 were identified as "Multifamily Residential"; and

WHEREAS, Senior Living Facility is not clearly defined as to the nature of the development pattern be it single family or multifamily residential; and

WHEREAS, for clarity of desired development form, the Policy 1.1.3 of the Comprehensive Plan is to be amended to reflect a total of up to 400 permitted multifamily residential uses of which 300 may be allocated for a senior living facility; and

WHEREAS, for purposes of consistency throughout the Village's Comprehensive Plan a note is added to reflect the VMU land use designation's eligibility to participate in Transfer of Development Rights program as provided for at Policy 1.1.14; and

WHEREAS, this ordinance is being considered as part of a broader Transfer of Development Rights initiative that seeks to conserve certain lands surrounding the VMU zoned property, as more specifically addressed pursuant to Resolution No. _____.

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 recommended approval the proposed ordinance; and

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

WHEREAS, in light of the above, Village of Palmetto Bay desires to sponsor an amendment to Land Use Element of the Village's Comprehensive Plan which would amend Policy 1.1.3 as described herein.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND 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. The Land Use Element of the Village's Comprehensive Plan is amended to read as follows:

1.0 FUTURE LAND USE ELEMENT

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.**

Objective 1.1 **Future Land Use Map**
Adoption and implementation of the Future Land Use Map (FLUM), including the land use amendments to individual parcels as referenced in the supporting Data, Inventory, and Analysis, and presented in Exhibit 1 and the element goals, objectives, and policies herein as the official and primary standard governing land use density and intensity in the Village of Palmetto Bay.

* * *

Policy 1.1.3 The Palmetto Bay Village Center (approximately 39 acres) has been designated on the FLUM as "Village Mixed-Use" land use. The entire 80.0 acre site is located northeast of the intersection of SW 184th Street and Old Cutler Road and is subject to the Master Plan accepted by the Village Council in October 2004, which may include the following maximum development potential:

- Multifamily residential, including but not limited to Apartment Building, Rowhouse/Townhouse, and/or Senior Living Facilities ~~Facility~~ – up to 400 ~~300~~ units
- ~~Multifamily Residential – up to 100 units~~

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

- Commercial – incidental and supporting uses
- Office – up to 315,000 square feet (including ancillary uses).
- Any increase in commercial square footage or residential units approved by Transfer of Development rights pursuant to applicable Code.

None of the above uses shall create substantial adverse impacts on the Biscayne National Park or Biscayne Bay.

* * *

Section 3. **Conflicting Provisions.** The provisions of the Comprehensive Plan of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. **Severability.** The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. **Codification.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Comprehensive Plan of the Village of Palmetto Bay, Florida.

Section 6. **Effective Date.** This ordinance shall only take effect once the conditions of companion Resolution No. _____ have been fulfilled.

PASSED and ENACTED this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

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:

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

_____

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 _____

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

ITEM 13D

To:	Honorable Mayor and Village Council	Date:	May 2, 2016
From:	Edward Silva, Village Manager	Re:	VMU Zoning – 2nd Reading

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.

UPDATE SINCE FIRST READING:

This item was passed and approved without modification at First Reading on March 7, 2016. The Report and Ordinance stands as it was submitted for First Reading (First Reading Report is attached as Exhibit A). Subsequent to the hearing, the land use companion item to this ordinance was transmitted to the State of Florida's Department of Economic Opportunity (DEO) for their required review. The DEO conditionally approved that item on April 15, 2016. There are no proposed changes to this Ordinance since the First Reading that occurred on March 7, 2016.

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A – (First Reading Report)

Darby Delsalle, AICP
Director of Planning and Zoning

EXHIBIT A

Village of Palmetto Bay

To:	Honorable Mayor and Village Council	Date:	March 7, 2016
From:	Edward Silva, Village Manager	Re:	VMU Zoning First Reading

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.

BACKGROUND

The specific lands subject to this request are those located on the property commonly known as the "Village Center" and bear the zoning designation of Village Mixed-Use (VMU). This particular request, however, is part of larger initiative by the Village of Palmetto Bay to secure certain surplus lands within the larger Village Center site that would serve to expand park lands within the Village of Palmetto Bay, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the Village. As part of the property owner's request to transfer the development rights (TDR) of 22± acres of land adjacent to Old Cutler Road, the Village will receive approximately 40± acres of land that will serve the objectives identified above. To achieve that aim, the Village of Palmetto Bay is requesting a modification to the VMU zoning provisions which would have the effect of classifying all of the permitted residential uses on the VMU portion of the property as "Multifamily", and ensure that the property is eligible to participate in the TDR program. The amendment also establishes one height standard for all building within the VMU at 85 feet, which is the current maximum permitted height for certain strutures; and it corrects certain citation errors that occurred during the last time the provisions were codified.

ZONING AND COMPREHENSIVE PLAN INTER-RELATIONSHIP – PROCEDURALLY

This request is part of a companion ordinance that also modifies the under lying land use provisions of the same name, and a Resolution which authorizes the TDR of 85 units onto

the VMU site. Because the amendment includes a change of the list of permitted units on lands that exceed 10 acres, and is part of a comprehensive plan amendment, it is therefore considered a large-scale request. As such, and consistent with the Village's Code requirements and state law, public hearings must be held for both first and second reading of the proposed ordinance. At the first public hearing, the Village Council shall take action to deny or approve the proposed ordinances, or approve it with modifications or conditions. The decision regarding the companion comprehensive plan item must then be transmitted to Florida Department of Economic Opportunity (DEO) Pursuant to Section 163.3161, Florida Statutes. Second reading of the zoning ordinance cannot be held until the DEO completes its review. If denied by the DEO, the Village may resubmit the application as provided under Section 30-30.2, of the Village's Code. If approved for purposes of transmittal, the Village shall thereafter provide the necessary administrative support for the DEO's review process required under Section 163.3161, et seq., Florida Statutes, and both of the Village's ordinances would go into effect upon adoption at the second public hearing. The TDR resolution is to be presented at the same meeting the two ordinances are to be heard for first reading. Staff recommends tabling this item so that it may be considered in tandem with the two ordinances. However, staff recommends the Village first act on the TDR resolution item prior to rendering a final decision on both ordinances.

ANALYSIS

The following is a review of the request pursuant to the Village's Comprehensive Amendment criteria found at Section 30-30.7(b) of the Land Development Code. The Background Section of this report is 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: The following Goals, Objectives and Policies (GOP) were identified as relating to this request. Each GOP is provided with a brief analysis. A final finding 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 visionaty 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: See Background Section of this report. This request is part of a larger initiative that seeks to secure certain surplus lands within the larger Village Center site that would serve to expand park lands within the Village of Palmetto Bay, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the

Village. By securing the surplus land at the Village Center, these objectives become achievable.

Policy 1.1.8 Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: See Goal 1 above and the Background Section of this report. The proposed amendment removes any development potential from the front 22± acres of the larger Village Center property that fronts Old Cutler Road. Further, this application, taken in the context of the broader initiative, provides for increased parkland, environmental protection, and the need to find a location for a fire rescue facility in the southeast quadrant of the Village.

Policy 1.5.4 Protect and enhance the lush flora and fauna of the Village through strong community landscaping guidelines, land development regulations, and code enforcement.

Analysis: See Goal 1 above and the Background Section of this report. This proposed ordinance is part of a broader initiative which seeks to add park land to the Village thus having the effect of protecting the lush flora and fauna of the Village. As part of a separate application, the Village will acquire approximately 40± acres of land, much of which is still in its original natural state.

Policy 1.7.9 Existing mature vegetation and distinctive trees should be retained and protected in developments.

Analysis: See Policy 1.5.4 above.

Policy 2A.1.1 The Village of Palmetto Bay recognizes the Urban Development Boundary (UDB) designated by Miami-Dade County and the Urban Infill Area UIA[1] within its municipal limits. Pursuant thereto, the minimum acceptable peak-period LOS for all State and County roads within the UDB shall be the following:

1. All development applications within the Urban Infill Area Transportation Concurrency Exception Area are exempt from transportation concurrency requirements; however the following level of service thresholds are established for reviewing projects within the UIA TCEA: (1) Where no public mass transit service exists, roadways shall operate at or above Level of Service E (100% of capacity), (2) Where mass transit service having headways of 20

[1] The UIA is defined as that area east and south of the State Road 826 (the Palmetto expressway) and 77th Avenue (including those portions of theoretical SW 77 Avenue.

minutes or less is provided within a half-mile distance, roadways shall operate at Level of Service of 120% of capacity (3) Where extraordinary transit service, such as express bus service exists, parallel roadways within a half-mile shall operate at no greater than 150% of their capacity; and

Analysis: See Background Section of this report. The proposed amendment does not increase density above that already permitted within the Land Use Element of the Village's Comprehensive Plan. Level of service impacts will be evaluated at the time of site plan review.

Obj. 4A.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD), for potable water service within the Village of Palmetto Bay is:

a. Regional Treatment. System shall operate with a rated capacity that is no less than 2% above the maximum daily flow for preceding year.
b. User LOS. Maintain capacity to produce and deliver 200 gallons, per capita, per day.
c. Water Quality. Meet all Federal, State and County primary potable water standards.
d. Countywide Storage. Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Analysis: Please see Policy 2A.1.1 above.

Policy 4B.1.1: The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD) for sanitary sewer service within the Village of Palmetto Bay is 100 gallons, per capita, per day.

Analysis: Please see Policy 2A.1.1 above.

Policy 4B.2.1: Encourage future development into areas that are already served, or programmed to be served, by Miami-Dade County WASD sanitary sewer facilities.

Analysis: The property is served by a sanitary sewer gravity line.

Policy 4C.1.1 The storm water management LOS standards for Village of Palmetto Bay are: Water Quality Standard. Stormwater facilities shall be designed to meet the design and performance standards established in Ch. 62-302.500 and 25.025, F.A.C., with treatment of first one (1) inch of rainfall runoff Water Quality Standard. Where two or more standards impact a specific development, the most restrictive standard shall apply:

a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.

b. Treatment of the runoff from the first one (1) inch of rainfall onsite or the first 0.5 inch of runoff, whichever is greater.

Analysis: Please see Policy 2A.1.1 above. This element is reflective of improvements that would need to be performed at the time the property is the subject of a development order request. As such, any future development of the property will require full compliance with this element at the time of site plan review or building permitting.

Policy 4D.1.1 The adopted level-of-service standards maintained by the Miami-Dade County Department of Solid Waste Management for solid waste services within the Village of Palmetto Bay is 9.9 pound, per capita, per day and to maintain solid waste disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements or contracts along with anticipated non-committed waste flows for a period of five (5) years in accordance with Miami-Dade County's Comprehensive Development Master Plan.

Analysis: Please see Policy 2A.1.1 above. The Village of Palmetto Bay generates approximately 41,000 tons of solid waste annually which equals a rate of approximately 9.3 pounds, per-capita, per day. This accounts for only approximately 1.5% of total waste generated. As of 2003, the South Dade Landfill has a capacity of 9.148 million tons with a life expectancy through 2032. Actually impact to LOS of any site plan shall occur at site plan review or building permitting.

Objective 6.5 Protection of Natural Resources
Conserve and protect the remaining natural systems of the Village of Palmetto Bay, in recognition of the inherent values of these areas left in their natural state.

Analysis: See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 6.5.8 Existing mature vegetation and distinctive trees should be retained and protected in developments that homes are shaded from direct sunlight, which then reduces the energy demand from air conditioning units and other appliances. This also contributes to a reduction in the area's carbon footprint since less energy is used to keep the houses cool in the development.

Analysis See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 6.7.6 Existing mature vegetation and distinctive trees should be retained and protected in developments.

Analysis See Goal 1 and Policy 1.5.4 above, and Background Section of this report.

Policy 7.1.2 Through the maintenance and expansion of existing park facilities and the acquisition and/or development of new parks and open space, achieve a Level of Service (LOS) Standard of 5.0 acres by 2025.

Analysis: See Goal 1 and Policy 1.5.4 above, and Background Section of this report. This request is part of a larger initiative that will result in adding approximately 40± acres of parkland to the Village.

Objective 10.1 Work with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in Miami-Dade County Public Schools, while striving to attain and optimum level of service pursuant to Objective 2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.

Analysis: Please see Policy 2A.1.1 above and the Background Section of this report. The proposed ordinance does not increase density above that already permitted by the current land use designation. Actual school concurrency will be measured at the time of site plan application is made for residential units.

Policy 11.1.1 The adopted level-of-service standard established by WASD for potable water service within the Village:

a. Regional Treatment. System shall operate with rated capacity that is no less than two (2) percent above the maximum daily flow for preceding year.

b. User LOS. Maintain capacity to produce and deliver 155 gallons/per capita/per day.

c. Water Quality. Meet all federal, state, and county primary potable water standards.

d. Countywide Storage. Storage capacity for finished water shall equal no less than 15 percent of countywide average daily demand.

Analysis: Please see Policy 2A.1.1 above and the Background Section of this report. The property is connected to Miami-Dade County water via a 6 inch line. As of 2002, the County wide water system had a maximum capacity of 454.8 million gallons per day (MGD) with peak water demand reported at 391.3 MGD. Of that capacity, The Village of Palmetto Bay draws approximately 3.69 MGD (based upon a population of approximately 24,000 residents) or just less than one percent (.0087) of available capacity. At that rate, per capita daily consumption is 153

gallons. At an average household size of 3.01, maximum potential number of residents resulting from the proposed amendments is 123.41 (2 units per acre x 20.5 acres = 41 homes). Given the relatively small size of the development, it is unlikely the addition of the residents will result in exceeding two (2) percent of maximum flow.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Criteria (2) Whether the proposal is in conformance with all applicable requirements of Chapter 30.

Analysis: See Criteria 1 and the Background Section of this report. The proposed amendment does not conflict with the other 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: Please see Criteria 1 and the Background Section of the report. This request, taken in the context of the larger initiative identified in the Background Section of this report, provides the Village of Palmetto Bay the opportunity to expand the amount of park lands within its jurisdiction, preserve unique pineland and wetland resources, secure permanent parking facilities for the Village's adjacent library, and provide a site for a future fire station in the southeast quadrant of the Village. The request does not increase the overall density of the property beyond that already permitted by the existing land use provision.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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 above and the Background Section of this report. The proposal does not change the overall density of the Village Center property. As part of a larger initiative, the request works to ensure the front 22± acres of land adjacent to Old Cutler Road remains undeveloped, provided however, that land is deeded to the Village of Palmetto Bay.

Findings: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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: See Criteria 1, 3, 4, and the Background Section of this report. The proposal does not add any additional units than that which may be grantable under existing law.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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: Analysis: See Criteria 1, 3, 4, and the Background Section of this report. The proposal does not add any additional units than that which may be grantable under existing law.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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 Criteria 1, 3, and 4, and the Background Section of this report. Preservation of the front 22± acres will ensure a continued buffer is maintained along Old Cutler Road protecting the single family homes on the west side from the Village Center on the east.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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: Please see Criteria 1 through 4 and the Background Section of the report. The request does not increase the overall density of the property beyond that already permitted by the existing land use provision. The request, as part of a larger initiative, will result in the preservation of a natural landscape buffer to those lands west of property in question.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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 Criteria 1 through 4, and the Background Section of this report.

Finding: Conditionally consistent provided the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

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. Any future programming of acquired lands shall be considered through the regular budgetary process.

RECOMMENDATION

Staff recommends conditionally approval provided all of the conditions of the Resolution No. _____ is fulfilled and the 40± acres of surplus land within the Village Center's larger property is deeded to the Village of Palmetto Bay.

Darby Delsalle, AICP
Director of Planning and Zoning

ORDINANCE

VILLAGE CENTER ZONING AMENDMENT

ORDINANCE NO. _____

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.

WHEREAS, on June 6, 2008, the Mayor and Village Council created the zoning district Village Mixed Use (VMU), which provided for permitted uses and development standards thereto; and

WHEREAS, in creating the VMU, certain multifamily residential uses were narrowly defined as Senior Living Facility and rowhouses/townhouses; and

WHEREAS, it is now desired to simply identify the permitted residential uses within the VMU as multifamily residential with the ability to construct senior living or townhomes; and

WHEREAS, the VMU also provided for varying heights based on the type of residential construction ranging from 75 feet to 85 feet; and

WHEREAS, it is now desired to provide a consistent height of 85 feet for multifamily buildings within the VMU; and

WHEREAS, this ordinance is being considered as part of a broader Transfer of Development Rights initiative that seeks to conserve certain lands surrounding the VMU zoned property, as more specifically addressed pursuant to Resolution No. _____.

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 recommended approval the proposed ordinance; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to amend Division 30-50.19.

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

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

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

Section 2. Chapter 30, of the Village's Land Development Code, at Section 30-50.19 is amended to read as follows:

DIVISION 30-50
ZONING DISTRICTS

* * *

Sec. 30-50.19. Village Mixed Use District, VMU.

* * *

(b) No provision in this section 30-50.~~20~~19 shall be applicable to any property lying outside the boundaries of the Village Mixed-Use District ("VMU").

(c) *Definitions.* Terms used throughout this zoning district, under section 30-50.~~20~~19 shall take their commonly accepted meaning unless otherwise defined in other Village Code provisions. Terms requiring interpretation specific to this zoning district are as follows:

Apartment building: A building which is used or intended to be used as a multi-family dwelling unit; as a home or residence for three or more families living in separate apartments, in which the yard areas, hallways, stairways, balconies and other common areas and facilities are shared by families living in the apartment units.

* * *

Residential building type: One of the following multifamily residential building types shall be permitted in the VMU District: Apartment Building, Rowhouses/Townhouses or Senior Housing (as hereinafter defined).

* * *

(d) *Uses.* Uses are allowed in the VMU District as provided for in this subsection. However, these uses shall not be deemed or construed to prohibit a continuation of any structure, use or occupancy in the VMU that were existing as of the date of the effective date of this division.

(1) *Permitted uses: Village Mixed Use District.*

a. *Residential uses.* Multifamily residential, up to 400 units which may include apartment buildings, rowhouses/townhouses, and Senior Living Facilities as provided by F.S. § 760.29. Residential uses are permitted ~~in the VMU as provided below~~ in accordance with the village's adopted comprehensive plan and the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants recorded May 1, 1989 at Official

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Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, and the Amended Declaration of Restrictive Covenants in Lieu of Unity of Title recorded Official Resources Book 27101 at Pages 2672-2678 of the public Records of Miami-Dade County, Florida.

~~i. Multi-family residential rowhouses/townhouses up to 100 units.~~

~~ii. Senior housing, intended to comply with F.S. § 760.29, in the form of multi-family condominiums or apartments up to 300 residential units~~

* * *

(e) *General requirements.* These requirements shall not be deemed or construed to prohibit a continuation or restoration after casualty of any structure, use or occupancy in the VMU District that was existing as of the date of the effective date of this section.

(1) *Buildings.*

a. *Heights.* All height restrictions herein are deemed as consistent with the intent of the previously enacted Village of Palmetto Bay Comprehensive Plan which established parameters for this VMU District. Furthermore, all height restrictions must remain in conformity with any existing deed restrictions, declarations, or covenants in effect as to any lands within the VMU District. ~~Multi-family rowhouse/townhouse units shall not exceed 70 feet above grade in height. Multi-family senior housing facilities shall not exceed 85 feet above grade in height. Nonresidential~~ All buildings shall be no higher than 85 feet above grade in height. This shall not preclude, above such height restrictions, bonuses granted by a Transfer of Development Right, antennae, elevator and roof equipment, stairway roof access and railings or similar safety barrier, as long as said structures are not visible from the property line of the VMU District at Old Cutler Road.

* * *

e. *Density.* Overall density for all residential units on the property, including senior housing facilities, shall be a minimum of 3.0 and a maximum of 14.0 dwelling units per gross acre, all as consistent with the comprehensive plan of the village. Residential density calculations pursuant to the preceding sentence shall be calculated based upon the entire land area zoned VMU, regardless of any non-residential development within the VMU. Additional units may be developed in accordance with an approved Transfer of Development Rights.

* * *

(i) *Nonconforming structures, uses, and occupancies.* Nothing contained in this section 30-50.~~20~~19 shall be deemed or construed to prohibit a continuation or restoration after casualty of a legal nonconforming structure, use or occupancy in the VMU District that was existing as of the effective date of this division.

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(j) *Review procedure/administrative site plan review.* All applications for development approval within the VMU District that are not otherwise permitted as nonconforming uses or structures shall comply with the requirements of section 30-30.5 and this section and with the site plan review criteria contained therein. Developments shall be processed and approved administratively or by village council action, as applicable, as follows:

(1) *Administrative site plan review.*

a. The department shall review plans, including all materials required under section 30-30.5 for completeness and compliance with the provisions of sections 30-30.5 and 30-50.~~20~~19, and for compliance with the site plan review criteria provided therein, including but not limited to traffic analysis.

Section 3. **Companion TDR Resolution.** The provisions of the ordinance are offered and approved contingent upon the owner(s) of those lands zoned VMU fulfill all conditions of the companion TDR Resolution No _____.

Section 4. **Conflicting Provisions.** The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. **Severability.** The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. **Codification.** It is the intention of the Village Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. **Effective Date.** This ordinance shall only take effect once the conditions of companion Resolution No. _____ have been fulfilled.

PASSED and ENACTED this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Attest: _____ _____

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"***" indicates portions of code excluded.

Meighan 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

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

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