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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Amending Park Fees –  
Ordinance for 2<sup>nd</sup> Reading

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**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING CHAPTER 20, ARTICLES 1 AND 2, OF THE VILLAGE'S CODE OF ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**UPDATE SINCE FIRST READING:**

This item was heard at first reading on October 19, 2015 and was approved without any changes. The remainder of this report was as it was submitted at the first reading.

**BACKGROUND AND ANALYSIS:**

On September 10, 2007, the Village of Palmetto Bay enacted Ordinance No. 07-26 and adopted the uniform fee schedule for its parks and recreational facilities. Two years later, on February 2, 2009, the fee schedule was updated with the adoption of Ordinance No. 09-04. This latter ordinance was later amended on June 4, 2012, for the purpose of incorporating the user fees for the newly-constructed Edward and Arlene Feller Amphitheater and Community Room at Ludovici Park.

User fees allow the Village to defray part of the operational costs associated with various specialty programs offered to the community at large and certain uses of Village facilities. The fee schedule includes rental rates for the ballfields, community building/recreation rooms, picnic areas, pavilions, and gazebos, rentals for leagues and youth organizations, user rates for the skate park, and the rights for commercial filming, including photography shoots.

In light of the fact that user fees in Palmetto Bay have remained steady for 6 years, the Village recently completed a comparison study of the fees charged by other similar municipalities to assess how competitive Village rates are for similar services. The study, a copy of which will be made available to the Council if requested, indicated that Village rates were on average well below those charged in other cities. Consequently, an increase in the current fee levels is recommended as proposed on the attached ordinance, to match market rates for comparable parks and recreation services.

**FISCAL/BUDGETARY IMPACT:**

The projected revenue resulting from the proposed increase has been included in the Adopted FY 2015-16 Budget.

**RECOMMENDATION:**

Approval is recommended upon Council review.

ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; AMENDING CHAPTER 20, ARTICLES 1 AND 2, OF THE VILLAGE'S CODE OF ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay is desirous of amending Chapter 20, Articles 1 and 2, in order to appropriate update information and provide modifications to the uniform fee schedule and other items concerning rules and regulations; and

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

Section 1. Chapter 20, Articles 1 and 2, are hereby modified as follows:

Chapter 20 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 20-1. - Applicability.

This chapter shall be applicable to all park users including leagues, youth organizations, school groups, private groups, party rentals, picnic rentals, pavilion/gazebo rentals, and field rentals. Each user shall complete a park rental agreement form that includes all rules and regulations.

Sec. 20-2. - Fees.

Fees shall include area of park being utilized, time of use, dates of use, equipment/materials needed, and/or number of participants in group:

Field Rental Reservations ( <del>does not include field prep: no lines</del> )				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
<u>2 (no prep)</u>	<u>\$40.00</u>	<u>\$2.80</u>	\$30.00	<u>\$72.80</u>
<u>2 w/lights (no prep)</u>	<u>\$60.00</u>	<u>\$4.20</u>	\$30.00	<u>\$94.20</u>
<u>Each additional hour add</u>	<u>\$25.00</u>	<u>\$1.75</u>	N/A	<u>\$26.75</u>
<u>Field Rental w/Prep add</u>	<u>\$20.00</u>	<u>\$1.40</u>	N/A	<u>\$21.40</u>

<b>Open Field Rental Reservations (does not include field prep: no lines)</b>				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
2	<del>\$30.00</del> <u>\$40.00</u>	<del>\$2.45</del> <u>\$2.80</u>	<del>\$15.00</del> <u>N/A</u>	<del>\$52.45</del> <u>\$42.80</u>

<b>Weekday (Non-Camp) Hourly Recreation Room Rental</b>				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
1	<del>\$30.00</del> <u>\$35.00</u>	<del>\$2.10</del> <u>\$2.45</u>	N/A	<del>\$32.10</del> <u>\$37.45</u>

<b>Recreation Building Rental Reservations</b>				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
<u>Weekday (non-Camp) Hourly</u>	<u>\$35.00</u>	<u>\$2.45</u>	<u>\$100.00</u>	<u>\$137.45</u>
<u>Minimum 3 hrs.</u>	<u>\$110.00</u>	<u>\$7.70</u>	<u>\$100.00</u>	<u>\$217.70</u>
<u>Each additional hour</u>	<u>\$60.00</u>	<u>\$4.20</u>	N/A	<u>\$64.20</u>
<u>Tables (6 – 6ft tables) and Chairs (50)</u>	<u>\$30.00</u>	<u>\$2.10</u>	<u>N/A</u>	<u>\$32.10</u>

<b>Open Picnic Area Reservations (Hourly rates are not available)</b>				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
9:00 am – <del>6</del> 5:00 pm	<del>\$105.00</del> <u>\$150.00</u>	<del>\$7.35</del> <u>\$10.50</u>	<del>\$60.00</del> <u>\$100.00</u>	<del>\$172.35</del> <u>\$260.50</u>

<b>Bandshell Gazebo/Pavilions Reservations</b>				
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee
<u>4 hours</u>	<u>\$185.00</u>	<u>\$12.95</u>	<u>\$100.00</u>	<u>\$297.95</u>
<u>Each additional hour</u>	<u>\$60.00</u>	<u>\$4.20</u>	<u>N/A</u>	<u>\$64.20</u>

<b>Basketball Court Rental Palmetto Bay Park</b>				
Total Hours	Rental Fee	Tax	Deposit	Total Fee
<u>2 hours</u>	<u>\$40.00</u>	<u>\$2.80</u>	<u>\$30.00</u>	<u>\$72.80</u>
<u>Each additional hour</u>	<u>\$25.00</u>	<u>\$1.76</u>	<u>N/A</u>	<u>\$26.75</u>
Lights – Add to rental amount	<u>\$30.00</u>	<u>\$2.10</u>	<u>N/A/</u>	<u>\$32.10</u>

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<u>Summer Camp Program</u>			
<u>Description</u>	<u>Weekly Fee</u>	<u>Tax</u>	<u>Total Fee</u>
<u>Weekly</u>	<u>\$135.00</u>	<u>\$9.45</u>	<u>\$144.45</u>

<u>Tennis and Racquetball Court Rental/Programs</u>			
<u>Description</u>	<u>Fee</u>	<u>Tax</u>	<u>Total Fee</u>
<u>Before 5pm- per hour/per person</u>	<u>\$2.50-\$5.00</u>	<u>\$.18-\$.35</u>	<u>\$2.68-\$5.35</u>
<u>After 5pm- per hour/per person</u>	<u>\$3.50-\$8.00</u>	<u>\$.25-\$.56</u>	<u>\$3.75-\$8.56</u>
<u>Tennis Private Lessons</u> <u>One (1) Hour</u>	<u>\$60.00</u>	<u>\$4.20</u>	<u>\$64.20</u>
<u>Tennis Private Lesson</u> <u>Half (1/2) Hour</u>	<u>\$35.00</u>	<u>\$2.45</u>	<u>\$37.45</u>
<u>Tennis Group Lesson</u> <u>One (1) Hour</u>	<u>\$20.00</u>	<u>\$1.40</u>	<u>\$21.40</u>
<u>Tennis Group Lesson</u> <u>One and a Half (1 1/2) Hours</u>	<u>\$30.00</u>	<u>\$2.10</u>	<u>\$32.10</u>

<u>Tennis Summer Camp Program</u>			
<u>Description</u>	<u>Weekly Fee</u>	<u>Tax</u>	<u>Total Fee</u>
<u>Half Day 9:00am to 12Noon</u>	<u>\$115.00</u>	<u>\$8.05</u>	<u>\$123.05</u>
<u>Full Day 9:00am to 3:00pm</u>	<u>\$175.00</u>	<u>\$12.25</u>	<u>\$187.25</u>
<u>Extended Day 9:00am to 6:00pm</u>	<u>\$225.00</u>	<u>\$15.75</u>	<u>\$240.75</u>

**League or Club Fee**

A fee of ~~\$15.00~~ \$17.50 per registered participant per season and official registration documents from each league/club organization will be required, as well as the signed user agreement will be required prior to initial use of the park. A "league" or "club" shall be defined as an organized group, whether for profit or a non-for-profit organization that performs or conducts specific programming from a Palmetto Bay Park. All league users shall execute a village park user agreement.

**Field Rental Fee**

All groups, that are not defined as a "league" or a club, whether a church, school, or other organization, will be charged an hourly, field rental fee, based on the adopted fee schedule, based upon the amount of hours and space needed. All field rental users shall execute a field rental agreement.

1 Tournaments

2 All Village of Palmetto Bay tournament fees will be established by the village manager on an  
 3 individual basis in accordance with operating costs. (e.g. insurance, softballs, umpires, etc.) All  
 4 tournament vendors participating in Palmetto Bay tournaments must be pre-approved by the village  
 5 and vendors will be required to pay a daily fee of \$75.00. No items competing with village  
 6 concessions will be sold.

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 8 Film Location Fee

Video/Commercials/Movies/Film	<del>\$400.00</del> <del>\$450.00</del> + tax
Commercial Photography/Photo Shoot	<del>\$200.00</del> <del>\$250.00</del> + tax
Personal Photography/Photo Shoot	<del>\$75.00</del> <del>\$80.00</del> + tax

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10 Palmetto Bay Skate Pavilion

Skating Per Session Admissions Fee	Weekdays 4:00 pm to 9:00 pm Saturday 10:00 am to 2:30 pm Saturday 3:30 pm to 8:00 pm Sunday 12:00 pm to 6:00 pm	\$5.00 including tax
Helmet	Sale	\$15.00 + tax
Elbow, knee, wrist pads	Sale	\$15.00 + tax
Drinks	Sale	\$1.50 + tax
Weekly pass	7 sessions	\$20.00, including tax
Monthly pass	40 sessions	\$100.00, including tax

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12 Users of the skate park may purchase per the "per session" admission fee, or alternatively may  
 13 purchase either a weekly or monthly pass to the skate park. The weekly pass shall entitle unlimited  
 14 use, during the designated hours listed above, to the holder of the pass, for a seven session period.  
 15 The monthly pass shall entitle the holder unlimited use, during the designated hours listed above,  
 16 during a 30 session period.

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18 Edward and Arlene Feller Community Room and  
 19 Amphitheater at Ludovici Park Fees

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21 Community Room:

Accommodates up to 50 people; includes use of light-food/beverage prep area. All community room rentals are subject to prior written approval from village manager.	
Weekdays 8:00 a.m. to 5:00 p.m.	\$75.00 per hour, with a minimum three-hour rental requirement
Daily rate: 8:00 a.m. to 5:00 p.m.	\$375.00
Nights 5:00 p.m. to 11:00 p.m. weekends/holidays 8:00 a.m. to 11:00 p.m.	\$100.00 per hour, with a minimum three-hour rental
Daily rate weekends/holidays	\$500.00
*AV equipment (set-up/break down by village personnel only!)	
*\$500.00 refundable damage/clean-up deposit for any of the above rentals.	

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23 Amphitheater:

Weekdays:	\$75.00 per hour, with a four-hour minimum
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Daily rate:	\$450.00
Weekends/holidays:	\$100.00 per hour; four-hour minimum
Daily rate:	\$600.00
Sound equipment (set up/break down by village personnel):	\$100.00 per hour
Daily rate:	\$600.00

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Gazebo

Weekdays:	\$50.00 per hour, with a three-hour minimum
Daily rate:	\$300.00
Gazebo with use of event/grass area:	\$75.00 per hour, with a three-hour minimum
Daily rate:	\$450.00
Weekends/Holidays:	\$75.00 per hour, with a three-hour minimum
Daily rate:	\$450.00
Gazebo with use of event/grass area:	\$100.00 per hour; three-hour minimum
Daily rate:	\$600.00
*Sound system fees and related needs same as noted under Amphitheatre.	

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Amphitheater/Gazebo/Event area:

Weekdays:	\$100.00 per hour, with a four-hour minimum
Daily rate:	\$600.00
Weekends/Holidays:	\$150.00 per hour
Daily rate:	\$900.00

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- \$500.00 refundable damage/clean-up deposit for any of the above rentals.
- A minimum of one security officer is required for all events. Permittee is to utilize the security services of the village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the village manager, in consultation with the village's police department. If valet service is required, permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay. Permittee is required to utilize tents, tables and chairs through company currently under contract to provide such service for the Village of Palmetto Bay.
- All fees are subject to applicable sales tax.
- Weekends include Friday, Saturday Sunday and all village recognized holidays.
- Permittee acknowledges that fees are subject to change.

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Administrative Waiver of Rental Fee:

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1. The village manager is authorized to provide an administrative waiver of user rental fees for any Village Park Community Room (Coral Reef Park, Palmetto Bay Park, and the Edward and Arlene Feller Community Rooms), for nonprofit charitable organizations (registered with IRS) and community groups. A request for waiver of the rental fees must issue at least ten days prior to the requested day of use. Each community room can only be used for up to ten hours a week by community groups or nonprofits.
2. The village manager shall review the request for administrative waiver of rental fees for use of the community rooms and determine if the request by the nonprofit organization or

community group is accompanied by appropriate documentation to support the request. The administrative waiver applies solely to the rental fee, the refundable damage/clean-up deposit amount shall be required prior to use of the facilities.

3. Use of the community rooms is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. Use of the facilities may be more frequent; however, the nonprofit organization or community group will be required to pay the full rental amount if the room(s) are required more than once per week.
4. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund raising activity in the community rooms, the organization or group will be required to pay the full rental amount.
5. Village use of the community room(s) has priority over any nonprofit organization or community group, and the organization or group will be required to move their meeting to another time or date to accommodate the village's use of the rooms.
6. Any community or nonprofit group utilizing an administrative waiver will have to complete the community room facility use agreement.

Thalatta Park Fees

All rentals are subject to prior written approval from the director of parks and recreation and/or village manager.

Weekday Rates:		Weekend Rates:	
Garden Lawn:	<del>\$500.00</del> <u>\$750.00</u>	Garden Lawn:	<del>\$1,000.00</del> <u>\$1,250.00</u>
Outdoor Terrace:	<del>\$1,000.00</del> <u>\$1,250.00</u>	Outdoor Terrace:	<del>\$2,000.00</del> <u>\$2,250.00</u>
Ceremony Gazebo:	<del>\$155.00</del> <u>\$175</u>	Ceremony Gazebo:	<del>\$300.00</del> <u>\$550.00</u>
<u>Covered Terrace:</u>	<u>\$500.00</u>	<u>Covered Terrace:</u>	<u>\$1,000.00</u>
<u>Bride/Groom Suite:</u>	<u>\$250.00</u>	<u>Bride/Groom Suite:</u>	<u>\$550.00</u>
<u>String Lights:</u>	<u>\$350.00</u>	<u>String Lights:</u>	<u>\$550.00</u>
<u>Education Room:</u>	<u>\$150.00</u>	<u>Education Room:</u>	<u>\$350.00</u>
<u>Package Rate:</u>	<u>\$2,500.00</u>	<u>Package Rate:</u>	<u>\$4,000.00</u>

- ~~\$500.00~~\$1,000.00 refundable damage/clean-up deposit for any of the above rentals required 30 days prior to event date.
- Package rate includes the entire facility except for the string lights.
- Saturday rentals are restricted to package rate only! Exceptions can be made at the discretion of the Village Manager and/or designee 30 days prior to event date.
- Events exceeding 200 guests will require prior written approval from the village and may be subject to additional fees.
- Valet parking is required on all events over 50 guests. Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay.
- Permittee is required to utilize tents, tables and chairs through company currently under contract to provide such service for the Village of Palmetto Bay.
- All caterers are required to obtain a catering permit prior to the day of the event as follows: 001—50 guest shall be subject to a \$75.00 catering permit; and between 051—200 guest shall be subject to a \$200.00 catering permit at a rate of \$2.00 per guest. A copy of all state

1 catering ~~and~~, county licensing and certificate of insurance naming the Village of Palmetto  
2 Bay/Thalatta Estate as additional insured must be provided to the village 30 days prior to  
3 event date.

- 4 • A minimum of two security officers are required for all events over 50 guests. Permittee is to  
5 utilize the security services of the village's authorized vendor, who is under contract to  
6 provide security services. Additional security, beyond minimum security requirements may  
7 be required at the discretion of the village manager, in consultation with the village's police  
8 department.
- 9 • Weekends include Friday, Saturday, Sunday and all Village recognized holidays.
- 10 • All fees are subject to applicable sales tax.
- 11 • Permittee acknowledges that fees are subject to change.

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13 Use fees provided herein may be reduced or waived by the village manager for non-profit  
14 organization and community groups. Such action by the village manager shall be publicly announced  
15 by the manager at a council meeting. The non-profit or community group shall be required to  
16 indemnify the village and provide adequate insurance.

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18 ~~Sec. 20-3. - Parks and recreation users schedule.~~

19 ~~The village council hereby enacts the village's 2008—2009 parks and recreation user schedule; and~~  
20 ~~hereinafter, the fee schedule shall be adopted by resolution, as provided pursuant to section~~  
21 ~~4.3(A)(5) of the Village Charter.~~

22 Secs. 20-3 – 20-50. - Reserved  
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## 24 ARTICLE II. - RULES AND REGULATIONS

25  
26 Sec. 20-51. - Rules and regulations-Definitions.

27 When used herein the following definitions shall apply:  
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- 29 (a) The terms "*parks*," "*parkways*," "*recreational areas*," and other "*areas operated and maintained by the*  
30 *Village of Palmetto Bay Community Service Department, Division of Parks and Recreation*" are defined  
31 to mean parks, wayside parks, parkways, playgrounds, recreation fields, museums,  
32 auditoriums, ranges and buildings, lakes, streams, canals, lagoons, waterways, water areas,  
33 and all public service facilities, including any libraries, conducted on grounds, buildings, and  
34 structures in the Village of Palmetto Bay which are under the control of or assigned for  
35 upkeep, maintenance or operation by the community services department, division of parks  
36 and recreation,
- 37 (b) The term "*park property*" as used in this chapter is defined to cover all areas, buildings,  
38 locations, and facilities described in the foregoing paragraph,
- 39 (c) The terms "*parks department*" as used in this chapter are defined as the "Village of Palmetto  
40 Bay Community Services Department, Division of Parks and Recreation" and the term  
41 "department director" refers to the director of community services or his/her designee.
- 42 (d) In construing the provisions hereof and each and every word, phrase or part thereof, where  
43 the context will permit, the definitions provided in F.5, § 1.01 shall apply.

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45 Sec. 20-52. - Authority of Palmetto Bay Police Department officials

46 It shall be the duty and responsibility of the Village of Palmetto Bay Police Department (Miami-  
47 Dade County Police Department and Village of Palmetto Bay Code Enforcement Department,

1 including but not limited to the Village of Palmetto Bay Policing Unit), with the assistance of the  
2 village's parks department staff, to enforce all state, county and village laws and these police  
3 regulations within all parks and other areas maintained and operated by the parks department.  
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5 Sec. 20-53. - Traffic ordinances and state vehicle laws.

6 The traffic ordinances of Miami-Dade County, the Village of Palmetto Bay and applicable state  
7 vehicle laws shall apply in and about all park property.  
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9 Sec. 20-54. - Roads and driveways within parks.

10 In addition to the traffic ordinances and state vehicle laws under section 20-53, the following traffic  
11 regulations shall be applicable to the village's parks property:

12 (a) No person driving, operating, controlling or propelling any motorized vehicle shall use any  
13 other than the regularly designated paved or improved park roads or driveways, except when  
14 directed to do so by a police officer or department employee. Department employees may  
15 use designated vehicles, such as golf carts, in the park as directed by the department director,  
16 or village manager. The provisions of this subsection shall not apply to the use of any self-  
17 propelled wheelchair, power wheelchair, electric scooter, or other mobility device by an  
18 individual with a mobility impairment.

19 (b) No driver or operator of any vehicle shall obstruct traffic, park, or stop on any road or  
20 driveway, except at places so designated, emergency situations, or circumstances beyond his  
21 or her control.  
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23 Sec. 20-55. - Trucks, buses, other heavy vehicles.

24 No truck, commercial vehicle, or bus of any type shall be driven on any restricted park road or  
25 property without special authorization from the parks department for the purpose of park work,  
26 service or activities; provided, however, that trucks and buses used for transporting persons to a  
27 park property for recreational purposes will be afforded use of ingress and egress to park roads and  
28 parking facilities as provided for conventional passenger vehicles.  
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30 Sec. 20-56. - Bicycles, tricycles, motorcycles, scooters, dirt bikes, go carts.

31 No person shall ride, drive or propel any motorcycle, dirt bike, go cart or similar vehicle on any but  
32 the regular vehicular roads or other designated areas except that such vehicles, with motors not  
33 running, may be pushed by hand not faster than a walk over grassy areas normally reserved for the  
34 use of pedestrians. While on park property all persons shall comply with all traffic ordinance  
35 provisions governing the operation of bicycles. Violators of the provisions of this rule shall pay a  
36 fine not to exceed \$50.00 for the first violation; and \$75.00 for each succeeding violation. Provisions  
37 of this rule shall not apply to the operation of these vehicles on those portions of park property  
38 specifically designated for such use.  
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40 Sec. 20-57. - Parking.

41 No person shall park a vehicle any place on park property other than at designated facilities  
42 provided for that particular type of vehicle, unless directed otherwise by police officers or park staff  
43 who are authorized to designate other areas for parking when conditions so warrant. The provisions  
44 of this subsection shall not apply to the use of any self-propelled wheelchair, power wheelchair, or  
45 other mobility device by an individual with a mobility impairment.  
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47 Sec. 20-58. - Preservation of property.

1 No person shall:

- 2 (1) Destroy, damage, tamper with, deface, or remove real property or improvements thereto, or  
3 movable or personal property belonging to the Village of Palmetto Bay.  
4 (2) Throw or deposit, or permit to be deposited or scattered upon any sidewalk, alley, street or  
5 public passageway, or upon any public or private property, any waste, debris or other  
6 material of any kind.  
7 (3) No fires shall be built by any person against or adjacent to any park building, structure, tree  
8 or plant or near the property of others or in any area of any park except in such areas as are  
9 specifically designated for fire building, and/or upon obtaining a properly issued permit  
10 from the parks department.  
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12 Sec. 20-59. - Protection and preservation of wildlife,

- 13 (a) No person shall molest, harm, frighten, kill, net, trap, snare, hunt, chase, shoot, throw or  
14 propel by any means missiles at any wildlife creature be it animal, bird or reptile whether that  
15 creature is roaming free about a park or in captivity in a cage. Nor shall any person remove  
16 or possess the young of any wildlife creature or the nest or eggs of any reptile or bird or to  
17 collect, remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a  
18 gift any specimen dead or alive of any type of tree snail.  
19 (b) No person shall discard, leave, or abandon any animals in the park,  
20 (c) No person shall abandon containers of food, or discard food within the park for animal  
21 consumption. Every person is required to clean up after consuming any food and ensure the  
22 trash is placed in an appropriate garbage receptacle.  
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24 Sec. 20-60. - Bathing and swimming,

- 25 (a) No person, regardless of age, sex or manner of dress shall swim, wade, or bathe in waters or  
26 waterways in, or adjacent to any park property.  
27 (b) No person shall erect or cause to be erected any tent, shelter or structure on or in, any  
28 beach, bathing or wading area in, or adjacent to any park property in such a manner that a  
29 guide wire, rope, extension, brace or support connected or fastened from any such structure  
30 to any other structure, stake, rock or other object is necessary. Nor shall any such structure,  
31 tent or shelter lack an unobstructed view of the interior from at least two sides unless  
32 authorized by the Village of Palmetto Bay,  
33 (c) No person shall be entitled to jump, dive or climb from any bridge or piping in the parks  
34 into a canal or waterway.  
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36 Sec. 20-61. - Boating.

- 37 (a) No person shall bring any motorized vessels, including, but not limited to, boats, and  
38 personal watercraft, (hereinafter "motorized vessel") etc. in any park property watercourses,  
39 bays, lagoons, lakes, canals, rivers, ponds, or sloughs other than those so designated for such  
40 use or purpose by the parks department. If a motorized vessel is authorized, the use of same  
41 shall be in strict conformance with Chapter 7 of the Code of Miami-Dade County  
42 (Metropolitan Safe Boating Ordinance).  
43 (b) No person shall moor, anchor or tie up to the bank or any wharf, dock, tree, building, rock  
44 or any object or structure on the bank in waters within or contiguous to any park property  
45 within 200 feet of the shore line unless the owner, or his or her representative, of any  
46 motorized vessels, has obtained written permission from the parks department, provided,  
47 however, any motorized vessel is the property of a governmental entity or is in distress, or

1 ties up at a dock, wharf or pier designated for such purpose, Such use shall occur only long  
2 enough to enable the occupants to obtain food, fuel, water, bait, tackle or marine supplies.  
3 No motorized vessel may remain moored, anchored or tied up at any park property location  
4 for more than 24 hours. A violation of this provision shall result in a

5 (c) \$200.00 a day citation.  
6

7 Sec. 20-62. - Fishing,

8 No person, adult or minor, shall fish in park property waters, either fresh or salt, by use of hook and  
9 line, seine, net, trap, spear gig or other device except at such places and in such areas as have been  
10 prescribed for such usage, which may include stretches on ocean beaches marked by signs as  
11 permitted, in areas other than those used for bathing.  
12

13 Sec. 20-63. - Reserved.  
14

15 Sec. 20-64. - Picnic grills.

16 No person shall build, light or cause to be lighted any fire upon the ground or other object in any  
17 area of the park. Grills may be lighted at designated/installed park grills without first obtaining a  
18 permit from the parks department. No person may use portable grills or stoves in the park unless  
19 the parks department has issued a permit by the parks department. The type of grill or stove must  
20 also be approved by the department as part of the permit process. Failure to supervise and/or  
21 completely extinguishing a fire or grill shall result in a violation of this Code. A violation of this  
22 provision shall result in the issuance of a \$100.00 citation.  
23

24 Sec. 20-65. - Toy firearms, fireworks and explosives.

25 (a) No person shall carry or have in his or her possession, or set off or otherwise cause to  
26 explode, discharge release or burn in any park property or on any public lands or highways  
27 adjacent thereto, any firecrackers, torpedoes, rockets, toy firearms, cannons or any other type  
28 of fireworks or explosives of inflammable material or any substance, compound, mixture, or  
29 article that, in conjunction with any other substance or compound, may explode, discharge  
30 release or burn, unless he/she first obtains a written permit from the department director.  
31 Should the village designate an area of the park for the discharge of firecrackers, fireworks or  
32 explosives no permit shall be necessary to discharge same within the designated area. Model  
33 rockets are not prohibited provided, however, they are used within properly designated areas  
34 within village parks. A model rocket consists of a body is usually a thin paper or card tube  
35 with an engine mount inside. The engine is held inside either by friction or by a metal engine  
36 hook. The engine mount tube is held in place with thick centering rings which keep the  
37 thrust aimed straight back. Most rockets also employ some sort of recovery device to bring  
38 the rocket safely to the ground once the engine run is complete. The type of recovery device  
39 depends on the size and weight of the rocket. The most common type of recovery device is  
40 the parachute. A properly sized parachute will bring the rocket down slowly and gently.  
41 Problem with parachutes is that they tend to drift in the wind meaning the model can often  
42 end up in a tree. An alternative to the parachute is a streamer. A streamer is just a long piece  
43 of material (usually crepe paper or plastic) which is used to create drag in the air so slowing  
44 the rocket decent. Steamers don't often drift and are usually more accurate. Then there are  
45 some uncommon types of recovery devices.

46 (b) Some rockets use helicopter veins to slow the descent down, other rockets use gliders or are  
47 gliders themselves.

- 1 (c) Parents or guardians shall be held strictly responsible and accountable for the actions of  
2 minors in regards to the prohibitions in the foregoing paragraph.  
3 (d) Violation of this provision shall result in a \$200.00 civil citation and citation under applicable  
4 state and county laws.  
5

6 Sec. 20-66. - Domestic animals.

- 7 (a) No person shall be permitted to take any domestic animal into any park unless the park  
8 specifically permits domestic animals. Canines (dogs) are particularly excluded from all parks  
9 other than Perrine Wayside Park. The provisions of Chapter 5 (sections 5-3 through 5-15) of  
10 the Code of Miami-Dade County (Miami-Dade County Dog Control Ordinance No. 58-28)  
11 shall apply to all park property not specifically designated for canine use. The provisions of  
12 this rule shall not apply to the use of a special needs service animal. As special needs service  
13 animal is defined as any dog guide or other animal individually trained to work or perform  
14 tasks for an individual with a disability.  
15 (b) Cattle, mules, swine, sheep, goats, fowl or horses shall be precluded from entry into park  
16 property. All owners or attendants of such animals are charged with the duty of preventing  
17 such occurrences. However, this prohibition does not apply to animals and fowl kept by the  
18 parks department of under its direction. Any person found violating this provision shall  
19 receive a \$200.00 civil citation.  
20 (c) Animals may be allowed into the park for special events upon obtaining a written permit  
21 from the department director.  
22

23 Sec. 20-67. - Pollution of waters, sanitation.

24 It is prohibited for any person to dump substances and/or pollute the waters of the Village of  
25 Palmetto Bay. Waters shall be defined to include fountains, ponds, lakes, streams, bays, or any other  
26 bodies of water within park property, or the tributaries, storm sewers or drains flowing into Village  
27 of Palmetto Bay parks. Any person found violating this provision shall receive a \$100.00 civil  
28 citation and may be required to conduct remediation of the site.  
29

30 Sec. 20-68. - Refuse, trash, and destruction of park property.

- 31 (a) No person shall be entitled to bring into the park to deposit, drop, or place any trash or  
32 refuse in or on any other park property. Any trash or refuse generated while in a park shall  
33 be deposited, dropped or placed in the receptacles provided for trash disposal. "Refuse" is  
34 defined as including bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste,  
35 garbage, tobacco products or containers of foil. Any person found violating this provision  
36 shall receive a \$25.00 civil citation, per incident.  
37 (b) No person shall vandalize, deface or destroy any park property.  
38

39 Sec. 20-69. - Aircraft.

40 No person operating, directing, or responsible for any airplane, helicopter, glider, hot air balloon,  
41 dirigible, parachute or other aerial apparatus including radio controlled aircraft shall be entitled to  
42 take off from or land in or on any park land or waterway, except when human life is endangered or  
43 written permission has been obtained from the department director, or designee.  
44

45 Sec. 20-70. - Authority of Palmetto Bay Police Department officers and parks staff.

- 46 (a) It shall be the duty and responsibility of the Palmetto Bay Police Department, code  
47 enforcement, and park staff to enforce these rules.

1 (b) It shall be unlawful for any person to do any act forbidden under these rules. It shall also be  
2 unlawful for any person to fail to perform any act required by these rules. Failure to comply  
3 with any lawful and reasonable order given by police officers, code enforcement, or parks  
4 staff shall be a prosecutable offense as provided in F.S. §162.23, as amended or F.S. § 842.02,  
5 as amended.  
6

7 Sec. 20-71. - No trespassing during closing hours.

8 No person shall be or remain in any park whether fenced, gated or not between the hours of 10:00  
9 p.m. and 6:00 a.m., unless proper notice is posted on the prior day by authorized department staff;  
10 or unless that area has been provided a different closing time. The provisions of this section shall  
11 not apply to police officers, code enforcement, or parks department employees while in the  
12 discharge of their duties or to persons having a permit in writing to be or remain in any part of the  
13 parks between such hours. The department director has the authority to establish exceptions to the  
14 closing hours as set forth above when it is in the interest of the public health, safety or welfare.  
15

16 Sec. 20-72. - No trespassing on unfinished park property.

17 No person shall enter upon any part of any park which is under construction, or repair and is not  
18 open to the public or withheld from general public usage in the interest of public safety, health  
19 and/or welfare, unless that person is specifically authorized on the premises by the department  
20 director, or designee.  
21

22 Sec. 20-73. - Use of vehicles.

- 23 (a) No vehicles except those authorized by the department shall be entitled to operate on park  
24 property. Vehicles may be driven to and parked within designated parking areas or lots,  
25 within designated hours of operation.  
26 (b) No vehicles designed or used to carry passengers for hire or for fare will be permitted to  
27 operate on park property without prior written authorization of the department director.  
28 (c) No person shall change any parts, repair, wash, grease, wax, polish or clean any motorized  
29 vessel or vehicle on any park property including, but not limited to any roadway, parkway,  
30 driveway, parking lot, or parking areas.  
31

32 Sec. 20-74. - Recreational activities and gambling.

- 33 (a) No person shall be nude in any park. Additionally, no person shall dress or undress to the point  
34 of nudity, except in such structures as may be provided by the parks department for that purpose.  
35 Dressing or undressing to the point of nudity in any vehicle or vessel located in any park area is  
36 prohibited.  
37 (b) No person or organization shall conduct bingo games, card games for money or participate in  
38 any other forms of gambling within park property limits whether they are for charity or otherwise  
39 unless specifically authorized in writing by the department director. No gambling shall be allowed in  
40 the village's parks.  
41

42 Sec. 20-75. - Noise.

43 All persons shall comply with the village's noise ordinance.  
44

45 Sec. 20-76. - Merchandising, vending, soliciting business, peddling, etc.

46 No person may expose or offer for sale, rent or trade, any good or article within the village parks,  
47 without prior written authorization of the department director. No regularly licensed concessionaires

1 acting by and under the authority of the village will station or place, any stand, cart, or vehicle for  
2 the transportation, sale or display of any article or merchandise shall be authorized to enter village  
3 parks. The term "peddling" or "peddler" shall be defined as any person, whether a resident of the  
4 village or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance, from  
5 place to place within park and public rights-of-way carrying, conveying or transporting goods, wares,  
6 merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and  
7 exposing the same for sale, or making sales and delivering articles to purchasers, or who, without  
8 traveling from place to place, shall sell or offer the same for sale from a wagon, automotive vehicle,  
9 railroad car, or other vehicle or conveyance, and one who solicits orders and as a separate  
10 transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of  
11 this section. The word "peddler" shall include the words  
12 "hawker" and "huckster."  
13

14 Sec. 20-77. - Advertising, publicity and signs.

15 No person shall advertise or obtain publicity through any means whatsoever within or upon any  
16 park property without obtaining specific approval in advance and in writing from the park director.  
17 Signs may be posted within the parks upon prior approval of the department director, or designee.  
18 Placement and removal of the signs shall not cause damage to or marring of park property or  
19 vegetation. No sign shall disturb park patrons, or cause unsightly visual effects or be in disharmony  
20 with park beauty. All signs shall comply with the village's sign and banner ordinances.  
21

22 Sec. 20-78. - Public assembly, demonstration, gatherings, performances, speeches, etc.

23 (a) *Definitions:*

24 *Assembly* means any organized:

- 25 (1) Company of persons that is collected together in one place; or
- 26 (2) Demonstration or rally of persons that does not meet the definition of "parade" set forth  
27 herein.

28  
29 (b) *Permit required for assemblies.*

- 30 (1) *Scope*, No "assembly" of 30 or more persons, shall occupy out-of-doors, any public right-of-  
31 way, any park, any government property, building or grounds, and no "assembly" of any  
32 number of persons shall occupy any street, except in accordance with a permit issued by the  
33 commander of police, after approval by the department of public works, parks and fire-  
34 rescue, and with such other applicable regulations as are set forth in this Code.
- 35 (2) *Application*. The written application for such permit shall be filed with the department  
36 director and the village's police commander on an approved form not less than five calendar  
37 days, or as soon as practicable if the applicant certifies that the assembly is of a spontaneous  
38 or urgent nature, or more than 30 calendar days prior to the proposed assembly, so that the  
39 village can make any preparations necessary to provide personnel or other village services to  
40 minimize the interruption of village services and to otherwise protect the participants and  
41 the public. The application shall contain the following:
  - 42 a. The notification name, address and telephone number of the person seeking to conduct  
43 the assembly;
  - 44 b. If the assembly is proposed to be conducted for, on behalf of or by an organization, the  
45 name, address and telephone number of the headquarters of the organization and of the  
46 authorized and responsible heads of this organization;

- c. The name, address and telephone number of the person who will be the assembly organizer and who will be responsible for its conduct;
- d. The date when the assembly will occur;
- e. The approximate number of persons who will constitute the assembly;
- f. The approximate number of animals and vehicles that will constitute the assembly, the type of animals and a description of the vehicles;
- g. The times when the assembly will start and end;
- h. A statement whether the assembly will occupy all or only a portion of the public right-of-way, park, government property, building or grounds, proposed to be used;
- i. The location of the assembly area;
- j. The physical boundaries of the assembly area; and
- k. Reserved;
- l. If the assembly is designed to be held by and on behalf of, or for, any person other than the applicant, a communication in writing from the person proposing to hold the assembly, authorizing the applicant to apply for the permit on such person's behalf.

(3) *Criteria for issuance.* The police commander and department director shall issue a "assembly permit" when, from a consideration of the application and from such other information as may otherwise be obtained, the following criteria, appear to be satisfied. The police commander shall not have the discretion to consider any other matters or criteria, other than those listed herein, in determining whether a permit should be granted or denied.

- a. The assembly will not substantially interrupt the safe and orderly movement of traffic contiguous to its location;
- b. The police department can provide police services adjacent to the assembly area to regulate vehicular and pedestrian traffic, with the availability of a sufficient contingent of on-duty personnel to provide such services without diminishing routine service levels to the entire community;
- c. The concentration of persons and vehicles at the assembly area will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to the assembly area;
- d. The assembly will not interfere with the movement of firefighting equipment en route to a fire;
- e. A fully executed prior application for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the proposed assembly location or part thereof;
- f. The assembly intended by the applicant would conflict with previously planned programs organized and conducted by the village and previously scheduled for the same time and place;
- g. The proposed use or activity is prohibited by, or inconsistent with, the classifications and uses of the park or part thereof designated pursuant this chapter;
- h. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the park. or village employees, or the public;
- i. The use or activity intended by the applicant is prohibited by law, or by this Code;
- j. The application for permit contains a material falsehood or misrepresentation;
- k. The applicant is legally incompetent to contract or to sue and be sued; and

- 1 l. The applicant, or the person on whose behalf the application for permit was made, has  
2 on prior occasions made material misrepresentations regarding the nature or scope of a  
3 use or activity previously permitted, or has violated the terms of prior permits issued to  
4 or on behalf of the applicant;  
5 m. The applicant for permit is not fully completed and executed;  
6 n. The applicant, or the person on whose behalf the applicant for permit was made, has on  
7 prior occasion damaged village property and has not paid in full for such damage;  
8 o. A state of federal, state or local emergency has been declared by lawful authority for the  
9 proposed time.

10  
11 (4) *Conditions.* Permits shall set forth conditions reasonably necessary for the protection of the  
12 rights, property and personal safety based on the criteria set forth this chapter. Failure to  
13 substantially fulfill the conditions set forth in such permit shall render such permit null and  
14 void.

15  
16 (5) *Compliance; possession of permit.*

- 17 a. A permittee shall comply with all applicable laws and sections of this Code and other  
18 ordinances.  
19 b. The assembly chair or other person heading or leading the assembly shall carry the  
20 assembly permit personally, and be in possession thereof at all times, during the conduct  
21 of the assembly.

22 (6) *Compliance with conditions.* By applying for and being granted such permit, the applicant shall  
23 assume responsibility for compliance with conditions on the face of the permit.

24 (7) *Notice of approval, approval with modifications, or denial.* The police commander and/or  
25 department director shall act upon the application for a permit, and give the applicant notice  
26 of approval, approval with conditions, or denial, within three business days after the filing of  
27 the application, except that if the applicant has certified that the assembly is of a  
28 spontaneous or urgent nature, within four hours after the filing the application. If the police  
29 commander and department director denies the application such notice will state the reasons  
30 for denial of the permit.

31 (8) *Fees.* No fee shall be required for the issuance of an assembly permit.

32 (9) *Appeal of denial.* Any applicant shall have the right to appeal the denial of an assembly permit  
33 to the village manager. The appeal shall be filed with the village manager within two business  
34 days after the notice of denial is received. The village manager, or designee, shall act in  
35 writing upon the appeal within one day after the filing of the appeal, except that if the  
36 applicant has certified that the assembly is of a spontaneous or urgent nature, within four  
37 hours after the filing of the appeal. Any applicant aggrieved by the decision of the village  
38 manager may seek immediate judicial review.

39 (10) *Alternate date, time, location or route.* The police commander, in denying an application  
40 for an assembly permit, shall be empowered to authorize the conduct of the assembly on a  
41 date, at a time or over a route or location different from that named by the applicant. An  
42 applicant may propose and provide for the on-duty police officers to be supplemented by  
43 the number of off-duty officers providing special police service as required to maintain  
44 adequate routine service levels. An applicant desiring to accept an alternate permit shall,  
45 within five days after notice of the action of the police commander, file a written notice of  
46 acceptance with the police commander. An alternate date assembly permit shall conform to  
47 the requirements of and shall have the effect of an assembly permit under this article.

1 (11) *Revocation.* The police commander shall only have the authority to revoke an  
2 "assembly permit" issued under this section upon finding that the criteria for issuance as set  
3 forth in this section no longer exist. A permittee may seek immediate judicial review of any  
4 decision to revoke an "assembly permit."  
5

6 Sec. 20-79. - Camping prohibited.

- 7 (a) *Camping* means sleeping in a temporary shelter out-of-doors or otherwise being in a temporary  
8 shelter out-of-doors; or cooking over an open flame or fire out-of-doors or utilizing non-village  
9 designated cooking facilities outdoor.
- 10 (b) It shall be unlawful for any person to engage in camping on any public place within the village  
11 unless specifically authorized for that purpose by the department director, or his/her designee.
- 12 (c) *Evidence of camping.* Prior to enforcing a violation of this section, an officer must consider the  
13 following:  
14 (1) Simply being asleep in a public place is not sufficient to constitute a violation of this section;  
15 and  
16 (2) Camping must take place in a public place;  
17 (3) The person who is engaged in camping must be inside or covered with material which  
18 provides a temporary cover from the elements, including but not limited to, a tent, sleeping  
19 bag, hammock, or blankets, cots, beds, tarpaulins, newspapers, or cardboard; or, the person  
20 has built a campfire,
- 21 (d) *Enforcement and penalties.* Any person who is observed engaged in camping in an unauthorized area  
22 shall vacate the public place upon the request of an authorized official or law enforcement  
23 officer, If a law enforcement officer or other authorized official encounters a person engaged in  
24 camping who volunteers that s/he has no home or other permanent shelter, s/he must be given  
25 an opportunity to enter a homeless shelter or similar facility, if available, If no such facility is  
26 available, an arrest may not be made.  
27

28 Sec. 20-80. - Permits are required.

- 29 (a) As provided for under section 20-78  
30 (b) A permit shall be required for the use of flags, banners, or transparencies.  
31 (c) No entertainment or exhibition shall be allowed in any park or recreation area without a  
32 properly issued permit by the department director.  
33 (d) No intoxicated persons will be permitted entry to parks or recreation areas and, if discovered  
34 therein, will be ejected forthwith. Any person violating this provision shall be subject to a  
35 civil citation and prosecution under state, or local law.  
36

37 Sec. 20-81. - Proper use of facilities.

- 38 (a) No person shall be entitled to loiter in or prowl around any restroom or dressing room.  
39 Loitering and prowling shall be considered waiting by a restroom or other public facility for  
40 more than ten minutes with no legitimate purpose associated with the location. A proper  
41 purpose may be waiting for an occupant to enter or exit the premises; waiting for access to  
42 the premises; or use of the premises for the purposes for which it was constructed.  
43 However, should the person loiter or prowl the location for more than ten minutes, not use  
44 the facilities for the proper purpose for which the structure was created; or the person does  
45 not meet the third-party s/he is waiting for within the ten minute period, that person shall  
46 be considered to be loitering and/or prowling. Any person violating this provision shall be  
47 subject to a civil citation and prosecution under state, or local law. Sexual predators and

1 offenders shall comply with the village's Ordinance Number 05-05 and the Miami-Dade  
2 County Code Section 26. Article III.

3 (b) It shall be unlawful for any person to intentionally urinate or defecate in plain view of the  
4 public on any public sidewalk, street, alley, park, or public property in the village. For  
5 purposes of this section " in plain view of the public" shall mean where such act may be  
6 readily observed by a member of the public. This subsection shall not apply to urinating or  
7 defecating in any restroom facility in a manner for which that facility was designed.

8 (c) *Outdoor storage.* No food, goods, wares, merchandise or other like articles shall be exhibited,  
9 stored, or kept outside, or displayed within any park. Such items are specifically prohibited  
10 from being placed in any sidewalk, public areaway, or public park. The term "food" means  
11 all articles used for human consumption as food, drink, confectionery or condiment. A  
12 person may apply for a special event permit or other permit related to a specific event related  
13 to use of park property, which may involve an event that would require temporary  
14 authorization for outdoor storage.  
15

16 Sec. 20-82. - Intoxicating liquors, beer, wine, etc.

17 Drinking of alcoholic liquors or beverages and the bringing of alcohol into the village's park areas  
18 shall be permitted only for sanctioned events approved by the village manager or designee, with an  
19 issued alcohol and event permit.  
20

21 Sec. 20-83. - Enforcement of permits.

22 (a) It shall be the duty and responsibility of police officers, code enforcement and parks staff to  
23 enforce all provisions of permits issued by the parks department.

24 (b) It shall be unlawful for any person to do any act forbidden or fail to perform any act  
25 required by any permit issued by the parks department.  
26

27 Sec. 20-84. - Picnic shelter permits.

28 (a) Normally the larger picnic shelters, or areas designated for picnics, and their facilities will be  
29 used only upon prior reservation, which must be obtained in advance and must be for a  
30 specific time and duration. Such facilities, however, may be used by the public during  
31 unreserved periods if occasion demands and it is deemed feasible by the department  
32 director. Reservations for picnic shelters shall be subject to the issuance of a permit by the  
33 department director.

34 (b) Unless the department director otherwise authorizes in writing, the sale of tickets,  
35 acceptance of money, soliciting or accepting donations or offerings for food, drink or  
36 refreshment, in order to defray the expenses of a picnic or to realize a profit there from is  
37 prohibited and subjects a permit holder to immediate cancellation of said permit.

38 (c) The parks staff will regulate activities in picnic areas when necessary to prevent congestion  
39 and to secure the maximum use for the comfort and convenience of all. Persons may reserve  
40 picnic shelter as provided under subsection (a), above. However, if no permit has issued,  
41 then, the rule of "first come, first served" shall apply. However, if the facilities are crowded,  
42 persons holding picnics in any park picnic area, building or structure, will avoid using same  
43 to the exclusion of others for an unreasonable time, the determination of what is  
44 unreasonable being at the discretion of the parks staff. Use of village picnic grill areas,  
45 together with tables and benches.  
46

47 Sec. 20-85. - No smoking.

1 No person may smoke within any village park.

2  
3 Sec. 20-86. - Skateboarding.

4 No person shall skate board within any park unless that area of a specific park is specifically  
5 designated for skateboard use. All persons are prohibited from skating: in park parking lots or other  
6 municipal parking lots, around park tot lot areas, on the public benches, band shells, and/or tables.

7  
8 Sec. 20-87. - Thalatta Park-Facility rental rules and regulations.

9 (a) *Reservation and payment.*

10 (1) All rental agreements, which shall be uniform, as developed by the village attorney, shall be  
11 arranged through the parks and recreation department and are subject to the approval of the  
12 village manager, or his/her designee, at (in) his/her sole discretion.

13 (2) Reservations for rentals are on a first come first serve basis.

14 (3) ~~Only a signed, rental permit application and a rental deposit equal to 50 percent of the~~  
15 ~~entire rental fee is due will be accepted from permittee two weeks after permittee requests the~~  
16 ~~event date to confirm a reservation. If payment and fully executed facility rental agreement is~~  
17 ~~not received within the deadline the Village of Palmetto Bay will automatically remove the~~  
18 ~~permittee's reservation from the calendar.~~

19 (4) The rental deposit equal to 50 percent of the entire rental fee is refundable within the first 60  
20 days (provided the request for refund is not within 59 days of event date) after the permittee  
21 has signed the rental agreement. Any notice of cancellation must be received in writing to  
22 the Village of Palmetto Bay prior to the expiration of the 60-day time period in order to  
23 receive a refund. Refund checks will be mailed to the permittee within four to six weeks of  
24 receipt of cancellation.

25 (5) Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the  
26 event, along with the \$1,000.00 security deposit.

27 (6) For rentals that are initiated less than 30 days to the event, the full rental amount is due at  
28 the time the rental agreement is signed and delivered to the Village of Palmetto Bay. All  
29 payments must be made in the form of cashier's check, money order or credit card.

30 (7) All payments should be made to "The Village of Palmetto Bay." Any payments made within  
31 30 days prior to the event must be made in the form of cashier's check, money order or  
32 credit card. The Village of Palmetto Bay reserves the right to retain deposit and cancel any  
33 events that have unpaid balances 30 days prior to the event date. For cancellations made  
34 within 30 days of the event date, permittee is financially responsible for total amount of  
35 rental fee, and no refunds will be granted.

36 (b) *Vendors/subcontractors.*

37 (1) Permittee is responsible for the actions of all subcontractors and/or vendors, which may  
38 include but are not limited to party planners, entertainers, florists, caterers, musicians, etc.  
39 All subcontractor's and/or vendors are required to be registered with the Village of Palmetto  
40 Bay. Said vendor registration process requires submittal of contact information; a certificate  
41 of liability insurance naming the Village of Palmetto Bay as additional insured, including  
42 general, automotive, liquor and/or products liability coverage's based on provided services;  
43 copy of licenses (as may be required for profession and/or business); description of  
44 vehicles; description of uniforms employees will be wearing; and execution of the village's  
45 standard form indemnification agreement - indemnifying the village.

46 (2) Permittee is responsible for ensuring that all subcontractors and vendors are aware of the  
47 village's rules and regulations. A complete list of vendors with contacts (names and phone

1 numbers) must be provided two weeks prior to the event. The caterer must schedule an  
2 appointment with the village's events and program coordinator to familiarize themselves  
3 with Thalatta Park. Catering permits will not be issued unless appointment is made.

4 (c) *Event set-up.*

- 5 (1) Permittees are responsible for ensuring that their subcontractors and/or vendors provide  
6 sufficient extension cords, electrical panels, etc. to cover the event's electrical needs.  
7 Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of  
8 guest and/or event patrons/staff. Any electrical modifications to electrical panel must be  
9 submitted in writing and detailed by a licensed electrician or contractor for village review and  
10 approval. Permits may be required as applicable.
- 11 (2) Failure to notify the parks and recreation department of electrical requirements may result in  
12 inadequate power or power failure and repairs will be at the expense of the permittee.
- 13 (3) Permittee or permittee's representative must be on-site to accept deliveries and oversee set  
14 up. The village staff will not act as permittee representative and will not accept or sign for  
15 deliveries.
- 16 (4) Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas  
17 must not be blocked at any time.
- 18 (5) The Village has established a designated area for the location of all set-ups for music, band,  
19 and speakers. Set-up must be approved by the Village Manager and/or designee prior to  
20 event date; any deviation will not be accepted. Please see attached site plan with designated  
21 area for all music, band, and/or speakers.

22 (d) *Parking.*

- 23 (1) Valet parking is required on all events exceeding 50 guests. Permittee is to utilize the valet  
24 service of the village's authorized vendor, that has a contract to provide such service for the  
25 Village of Palmetto Bay. Permittee is to advise the parks and recreation department at least  
26 ten days prior to the event of the use of a chartered bus service, which service would be used  
27 to facilitate attendee drop-off and parking. No parking is allowed on private property of  
28 neighboring residents or within the swale areas of the village. The Village reserves the right  
29 to determine on event day if an event requires additional valet personnel due to the number  
30 of guest in attendance. The Village will utilize the security deposit to cover cost for  
31 additional valet services as needed.

32 (e) *Time restrictions.*

- 33 (1) Weddings, receptions, parties and special events must comply with the village's noise  
34 ordinance #04-24 [sections 15-21-15-60] and amplified music must conclude by 11 :00 p.m.  
35 Event end time must be approved by the village manager or designee and agreed to  
36 contractually prior to event date. Permittee may request extension of end time till 12  
37 midnight for an additional charge of \$500.00 per hour (or any part of hour) and must receive  
38 written approval from the Village Manager or designee prior to event date. Permittee may  
39 be granted approval for continuance of music past 11:00 p.m. provided the permittee  
40 agree(s) that any noise and music resulting from its event at Thalatta Park will be sufficiently  
41 low after 11:00 p.m. that such noise and music will not be audible outside the Thalatta  
42 property. No time extensions will be granted the evening of the event.
- 43 (2) Alcoholic beverages service must conclude at least one hour prior to an event's ending  
44 time.

45 (f) *Fundraising.*

- 1 (1) Village manager or designee must approve any auction, sale, games of chance, or other such  
2 fundraising ventures in accordance with applicable village, county and/or state  
3 laws/ordinances/statutes.  
4 (2) A permit to conduct business on the Village of Palmetto Bay's park property may be  
5 required.  
6

7 (g) *Alcohol use.* If liquor is sold, and/or consumed during event, an appropriate liquor license must be  
8 obtained by contracted vendor and displayed at event. Prior to the event, permittee must  
9 provide the parks and recreation director or designee with a copy of the liquor license together  
10 with a liquor liability insurance policy in the amount of \$1,000,000.00 which names the Village of  
11 Palmetto Bay as an additional insured. Alcoholic beverages shall not be consumed by anyone  
12 less than 21 years of age. Violation of this term shall be grounds for immediate termination of  
13 this permit and forfeiture of any security deposit or monies paid. Additionally, permittee  
14 assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding  
15 the amount of alcoholic beverages consumed to ensure no one departs the events impaired and  
16 unable to safely operate a vehicle and may endanger himself/herself or others.  
17

18 **Note:** Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta  
19 Park, upon the prior written authorization of the village manager or designee.  
20

21 (h) *Restrictions and prohibited items.*

- 22 (1) Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not  
23 permitted.  
24 (2) Smoking is ~~not~~ permitted at Thalatta Park in designated area only; Smoking is not permitted  
25 at or any other village park facility, including any open area of the park facility.  
26 (3) Fireworks or open flames (tiki torches) are not permitted on any part of park property.  
27 (4) Decorations shall in no way damage the property, buildings, or furnishings and artifacts. On-  
28 site furniture, artwork, and display items may not be moved. Any and all costs for damages  
29 to property, buildings, furnishings, artwork, or display items will be charged against the  
30 security deposit and additional charges may be assessed against permittee.  
31 (5) No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed.  
32 Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the  
33 wildlife is not allowed.  
34 (6) Only service animals for persons with disabilities are permitted at park facility.  
35 (7) Placement of any item on the grass is subject to the approval of the parks and recreation  
36 director or designee. Failure to adhere to this rule may result in additional charges,  
37 suspension of privilege of hosting the event or a loss of the security deposit.  
38 (8) No dumping of any substance is allowed on the grounds or surrounding areas.  
39 (9) All matters of set-up, decorations, etc. shall be coordinated through the village's ~~event~~  
40 ~~coordinator and/or~~ designated staff person.  
41

42 (i) *Event clean-up and breakdown.*

- 43 (1) Permittee will be allowed a two (2) hour time limit for break-down and removal of all items  
44 from property and is responsible for all event clean up and/or ensuring that their contracted  
45 vendors are aware of all rules and clean up responsibilities. There will be a \$200.00 per hour  
46 (or any part of hour) fine for any time past the two (2) hour time limit for break-down.  
47 When permittee and/or contracted vendor leaves the park facility, the facility should look as

1 it did when permittee arrived. Failure to adhere to clean up rules may result in additional  
2 charges, and/or a loss of the security deposit. Should the event warrant, permittees are  
3 encouraged to obtain a private vendor and/or contractual services to accommodate litter  
4 control, etc during the event, as well as post-event clean-up. Any labor required by the  
5 village personnel to clean the event site will be done so at an additional charge of \$200.00  
6 per hour, deductible from the security deposit. Any balance over the security deposit amount  
7 due to clean up shall be invoiced to the permittee.

8 (2) The village will provide trash cans and liners as needed. All trash must be removed and  
9 dumped in appropriate dumpsters located on the property. The village hourly clean-up fee as  
10 described in Paragraph 12 [subsection (i)(1)] above shall be imposed for failure to properly  
11 dispose of trash/trash bags.

12 (j) *Building condition and appearance.* Permittee agrees to accept the event site in "as-is" condition. By  
13 executing this permit, permittee shall be deemed to have accepted the event site in acceptable order,  
14 condition.

15 (k) *Property damage repair and/or replacement.* Any village property, which is damaged or destroyed  
16 during permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the  
17 permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to  
18 damaged or destroyed property. Where necessary, the village reserves the right to collect from  
19 permittee any charges and/or damages not covered by the security deposit. Permittee agrees to  
20 reimburse the village within 30 days upon proof from the village of damages, repairs made, and costs  
21 incurred in effectuating the repairs.

22  
23 (l) *Inclement weather.* The permittee should establish a backup plan in case of inclement weather. At no  
24 time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that may  
25 in any way affect permittee's event(s) being held at a village park. Upon issuance of a tropical storm  
26 and/or hurricane watch or warning for Miami-Dade County, the Village of Palmetto Bay closes to  
27 the public and prepares for the approaching storm. Events scheduled for evenings in which a storm  
28 watch or warning is issued for Miami-Dade County will be cancelled. The permittee may select an  
29 alternate available date on which to hold their event at the village park. If the permittee chooses to  
30 fully cancel their event at the village park due to its closing by a storm watch or warning, a refund of  
31 monies paid by the permittee will be granted upon written notification of cancellation by permittee  
32 to the village. The Village of Palmetto Bay shall in no way be held responsible for any other costs  
33 resulting from a closure due to inclement weather, including a storm warning or watch.

34  
35 (m) *Additional terms and conditions.*

36 (1) Permittee agrees to adhere to all instructions of the Village of Palmetto Bay's staff and/or  
37 representatives.

38 (2) Permittee agrees to abide by all federal, state, and local laws.

39 (3) The Village of Palmetto Bay reserves the right to remove from premises any person(s)  
40 behaving in a manner considered to be potentially harmful or detrimental to the Village of  
41 Palmetto Bay and/or other event guests.

42 (4) The Village of Palmetto Bay reserves the right to cancel this permit at any time, with or  
43 without notice, in the event that any term, condition, or promise in this permit has been or is  
44 being violated. In such event, there will be no reimbursement or credit towards any fee  
45 previously paid or any fee still owing and the Village of Palmetto Bay will not be responsible  
46 for any consequential damages, The village also reserves the right to cancel this permit in the  
47 interest of public safety or in the event of an emergency, The village will in no way be

1 responsible for any consequential damages resulting from a closure decision due to an  
2 emergency or a closure decision made in the interest of public safety.

- 3 (5) Permittee shall indemnify and hold harmless the Village of Palmetto Bay and its officers,  
4 employees, agents and instrumentalities from any and all liability, losses, or damages,  
5 including attorneys' fees and costs of defense, which the village or its officers, employees,  
6 agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions,  
7 or proceedings of any kind or nature arising out of, relating to or resulting from the  
8 performance of this permit by the permittee or its employees, agents, servants, partners,  
9 principals, subcontractors, or vendors, Permittee shall pay all claims and losses in connection  
10 therewith and shall investigate and defend all claims, suits or actions of any kind or nature in  
11 the name of the village, where applicable, including appellate proceedings, and shall pay all  
12 costs, judgments, and attorney's fees which may issue thereon.
- 13 (6) Application is not accepted and date is not reserved unless this document is signed and  
14 submitted along with the attached original permit application and required deposits.

15  
16 Sec. 20-88. - Edward and Arlene Feller Community Room and Amphitheater at Ludovici Park-  
17 Facility Rental Rules and Regulations.

18 (a) *Reservation and payment.*

- 19 (1) All rental agreements, which agreement shall be uniform as developed by the village  
20 attorney, shall be arranged through the parks and recreation department and are subject to  
21 the approval of the director of the parks and recreation department in his/her sole  
22 discretion.
- 23 (2) Reservations for rentals are on a first come first serve basis.
- 24 (3) A signed, rental permit application and a rental deposit equal to 50 percent of the total rental  
25 fee is due from permittee two weeks after permittee requests the event date. If payment and  
26 fully executed facility rental agreement is not received within the deadline the Village of  
27 Palmetto Bay will automatically remove the permittee's reservation from the calendar.
- 28 (4) The rental deposit equal to 50 percent of the total rental fee is refundable within the first 60  
29 days (provided the request for refund is not within 59 days of event date) after the permittee  
30 has signed the rental agreement. Any notice of cancellation must be received in writing to  
31 the Village of Palmetto Bay prior to the expiration of the 60-day time period in order to  
32 receive a refund. Refund checks will be mailed to the permittee within four to six weeks of  
33 receipt of cancellation.
- 34 (5) Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the  
35 event.
- 36 (6) For rentals that are initiated less than 30 days to the event, the full rental amount is due at  
37 the time the rental agreement is signed and delivered to the Village of Palmetto Bay. All  
38 payments must be made in the form of cashier's check, money order or credit card.
- 39 (7) All payments should be made to "The Village of Palmetto Bay." Any payments made within  
40 30 days prior to the event must be made in the form of cashier's check, money order or  
41 credit card. The Village of Palmetto Bay reserves the right to retain deposit and cancel any  
42 events that have unpaid balances 30 days prior to the event date. For cancellations made  
43 within 30 days of the event date, permittee is financially responsible for total amount of  
44 rental fee, and no refunds will be granted.

45  
46 (b) *Vendors/subcontractors.*

- 1 (1) Permittee is responsible for the actions of all subcontractors and/or vendors, which may  
2 include but are not limited to party planners, entertainers, florists, caterers, musicians, etc.  
3 permittee shall be required to provide all contractors, subcontractors and vendors execute  
4 the village's standard form indemnification agreement - indemnifying the village.  
5 (2) Permittee is responsible for ensuring that all subcontractors and vendors are aware of the  
6 village's rules and regulations.

7  
8 (c) *Event set-up.*

- 9 (1) Permittees are responsible for ensuring that their subcontractors and/or vendors provide  
10 sufficient extension cords, electrical panels, etc. to cover the event's electrical needs.  
11 Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of  
12 guest and/or event patrons/staff. Any electrical modifications to electrical panel must be  
13 submitted in writing and detailed by a licensed electrician or contractor for village review and  
14 approval. Permits may be required as applicable.  
15 (2) Failure to notify the parks and recreation department of electrical requirements may result in  
16 inadequate power or power failure and repairs will be at the expense of the permittee.  
17 (3) Permittee or permittee's representative must be on-site to accept deliveries and oversee set  
18 up.  
19 (4) The village staff will not act as permittee representative and will not accept or sign for  
20 deliveries.  
21 (5) Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas  
22 must not be blocked at any time.  
23

24 (d) *Parking.* If valet service is required, permittee is to utilize the valet service of the village's  
25 authorized vendor, that has a contract to provide such service for the Village of Palmetto Bay.  
26 Permittee is to advise the parks and recreation department at least ten days prior to the event of the  
27 use a chartered bus service, which service would be used to facilitate attendee drop-off and parking.  
28 No parking is allowed on private property of neighboring residents or within the swale areas of the  
29 village.  
30

31 (e) *Time restrictions,*

- 32 (1) Weddings, receptions, parties and special events must comply with the village's noise  
33 ordinance #04-24 [sections 15-21-15-60] and amplified music must conclude by 11:00 p.m.  
34 No time extensions will be granted the evening of the event.  
35 (2) Alcoholic beverages service must conclude at least one hour prior to an event's ending time.  
36

37 (f) *Fundraising.*

- 38 (1) Village manager or designee must approve any auction, sale, games of chance, or other such  
39 fundraising ventures in accordance with applicable village, county and/or state  
40 laws/ordinances/statutes,  
41 (2) A permit to conduct business on the Village of Palmetto Bay's park property may be  
42 required.  
43

44 (g) *Alcohol use.* If liquor is sold, and/or consumed during event, an appropriate liquor license must be  
45 obtained by permittee and be in the name of permittee or contracted vendor and displayed at event.  
46 Prior to the event, permittee must provide the parks and recreation director or designee with a copy  
47 of the liquor license together with a liquor liability insurance policy in the amount of \$1,000,000.00

1 which names the Village of Palmetto Bay as an additional insured. Alcoholic beverages shall not be  
2 consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate  
3 termination of this permit and forfeiture of any security deposit or monies paid. Additionally,  
4 permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited,  
5 regarding the amount of alcoholic beverages consumed to ensure no one departs the events  
6 impaired and unable to safely operate a vehicle and may endanger himself/herself or others.  
7 **Note:** Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta  
8 Park, upon the prior written authorization of the village manager or designee.,

9 (h) *Restrictions and prohibited items.*

- 10 (1) Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not  
11 permitted.
- 12 (2) Smoking is not permitted at any village park facility, including any open area of the park  
13 facility.
- 14 (3) Fireworks or open flames (tiki torches) are not permitted on any part of park property.
- 15 (4) Decorations shall in no way damage the property, buildings, or furnishings and artifacts.  
16 Furniture, artwork, and display items may not be moved. Any and all costs for damages to  
17 property, buildings, furnishings, artwork, or display items will be charged against the security  
18 deposit and additional charges may be assessed against permittee.
- 19 (5) No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed.  
20 Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the  
21 wildlife is not allowed.
- 22 (6) Only service animals for persons with disabilities are permitted at park facility.
- 23 (7) Placement of any item on the grass is subject to the approval of the parks and recreation  
24 director or designee. Failure to adhere to this rule may result in additional charges,  
25 suspension of privilege of hosting the event or a loss of the security deposit.
- 26 (8) No dumping of any substance is allowed on the grounds or surrounding areas.
- 27 (9) All matters of set-up, decorations, etc shall be coordinated through the village's event  
28 coordinator and/or designated staff person.

29  
30 (i) *Event clean-up and breakdown.*

- 31 (1) Permittee is responsible for all event clean-up. Permittees are responsible for ensuring that  
32 their contracted vendors are aware of all rules and clean up responsibilities. When permittee  
33 leaves the park facility, the facility should look as it did when permittee arrived. Failure to  
34 adhere to clean-up rules may result in additional charges, and/or a loss of the security  
35 deposit. (Permittees are encouraged to obtain a private vendor and/or contractual services to  
36 accommodate litter control, etc. during the event, as well as post-event clean-up. Any labor  
37 required by the village personnel to clean the event site will be done so at an additional  
38 charge of \$200.00 per hour, deductible from the security deposit. Any balance over the  
39 security deposit amount due to clean up shall be invoiced to the permittee.
- 40 (2) The village will provide trash cans and liners as needed. All trash must be removed and  
41 dumped in appropriate dumpsters located on the property. The village hourly clean-up fee as  
42 described in paragraph [subsection (i)(2)] above shall be imposed for failure to properly  
43 dispose of trash/trash bags.

44  
45 (j) *Building condition and appearance.* Permittee agrees to accept the event site in "as-is" condition. By  
46 executing this permit, permittee shall be deemed to have accepted the event site in acceptable order,  
47 condition.

1  
2 (k) *Property damage repair and/or replacement.* Any village property, which is damaged or destroyed  
3 during permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the  
4 permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to  
5 damaged or destroyed property. Where necessary, the village reserves the right to collect from  
6 permittee any charges and/or damages not covered by the security deposit. Permittee agrees to  
7 reimburse the village within 30 days upon proof from the village of damages, repairs made, and costs  
8 incurred in effectuating the repairs.  
9

10 (l) *Inclement weather.* The permittee should establish a back-up plan in case of inclement weather. At  
11 no time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that  
12 may in any way affect permittee's events at village park. Upon issuance of a tropical storm and/or  
13 hurricane watch or warning for Miami-Dade County, the Village of Palmetto Bay closes to the  
14 public and prepares for the approaching storm. Events scheduled for evenings in which a storm  
15 watch or warning is issued for Miami-Dade County will be cancelled. The permittee may select an  
16 alternate available date on which to hold their event at the village park. If the permittee chooses to  
17 fully cancel their event at the village park due to its closing by a storm watch or warning, a refund of  
18 monies paid by the permittee will be granted upon written notification of cancellation by permittee  
19 to the village.

20 The Village of Palmetto Bay shall in no way be held responsible for any costs resulting from a  
21 closure due to inclement weather, including a storm warning or watch.  
22

23 (m) *Additional terms and conditions.*

24 (1) Permittee agrees to adhere to all instructions of the Village of Palmetto Bay's staff and/or  
25 representatives.

26 (2) Permittee agrees to abide by all federal, state, and local laws.

27 (3) The Village of Palmetto Bay reserves the right to remove from premises any person(s)  
28 behaving in a manner considered to be potentially harmful or detrimental to the Village of  
29 Palmetto Bay and/or other event guests.

30 (4) The Village of Palmetto Bay reserves the right to cancel this permit at any time, with or  
31 without notice, in the event that any term, condition, or promise in this permit has been or is  
32 being violated. In such event, there will be no reimbursement or credit towards any fee  
33 previously paid or any fee still owing and the Village of Palmetto Bay will not be responsible  
34 for any consequential damages. The village also reserves the right to cancel this permit in the  
35 interest of public safety or in the event of an emergency. The village will in no way be  
36 responsible for any consequential damages resulting from a closure decision due to an  
37 emergency or a closure decision made in the interest of public safety.

38 (5) Permittee shall indemnify and hold harmless the Village of Palmetto Bay and its officers,  
39 employees, agents and instrumentalities from any and all liability, losses, or damages,  
40 including attorneys' fees and costs of defense, which the village or its officers, employees,  
41 agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions,  
42 or proceedings of any kind or nature arising out of, relating to or resulting from the  
43 performance of this permit by the permittee or its employees, agents, servants, partners,  
44 principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection  
45 therewith and shall investigate and defend all claims, suits or actions of any kind or nature in  
46 the name of the village, where applicable, including appellate proceedings, and shall pay all  
47 costs, judgments, and attorney's fees which may issue thereon.

1 (6) Application is not accepted and date is not reserved unless this document is signed and  
2 submitted along with the attached original permit application and required deposits.  
3

4 (n) *Administrative waiver of rental fee.*

5 (1) The village manager is authorized to provide an administrative waiver of user rental fees for  
6 the Edward and Arlene Feller Community Room for nonprofit charitable organizations  
7 (registered with IRS) and community groups. A request for waiver of the rental fees must  
8 issue at least ten days prior to the requested day of use. The Ludovici room can only be used  
9 for up to ten hours a week by community groups or non-profits.

10 (2) The village manager shall review the request for administrative waiver of rental fees for use  
11 of the Edward and Arlene Feller Community Room and determine if the request by the  
12 nonprofit organization or community group is accompanied by appropriate documentation  
13 to support the request. The administrative waiver applies solely to the rental fee, the  
14 refundable damage/cleanup deposit amount shall be required prior to use of the facility.

15 (3) Use of the Edward and Arlene Feller Community Room is limited to once per week by  
16 nonprofit organizations and community groups who are seeking use through administrative  
17 waiver of rental fees. Use of the facility may be more frequent; however, the nonprofit  
18 organization or community group will be required to pay the full rental amount if the room  
19 is required more than once per week.

20 (4) Should the nonprofit organization or community group requesting and/or receiving an  
21 administrative waiver of the rental fees conduct a fund raising activity in the Edward and  
22 Arlene Feller Community Room, the organization or group will be required to pay the full  
23 rental amount.

24 (5) Village use of the Edward and Arlene Feller Community Room has priority over any  
25 nonprofit organization or community group, and the organization or group will be required  
26 to move their meeting to another time or date to accommodate the village's use of the room.

27 (6) Any community or nonprofit group utilizing an administrative waiver will have to complete  
28 the Edward and Arlene Feller Community Room facility use agreement.  
29

30 Sec. 20-89. - Penalty.

31 Any person convicted of a violation of any of the provisions of this chapter, unless another amount  
32 is provided herein, shall be punished by a fine not to exceed \$100.00. Violation of section 20-68(a)  
33 shall be punished by a fine not to exceed \$200.00.  
34

35 Secs. 20-90-20-100. - Reserved.

36 \* \* \*

37  
38 **Section 2. Conflicting Provisions.** The provisions of the Code of Ordinances of the  
39 Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the  
40 provisions of this ordinance are hereby repealed.  
41

42 **Section 3. Severability.** The provisions of this Ordinance are declared to be severable,  
43 and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be  
44 invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences,  
45 sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative  
46 intent that this Ordinance shall stand notwithstanding the invalidity of any part.  
47

1           **Section 4.**    **Codification.** It is the intention of the Village Council and it is hereby  
2 ordained the provisions of this Ordinance shall become and be made part of the Code of  
3 Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be  
4 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be  
5 changed to "Section" or other appropriate word.

6  
7           **Section 5.**    **Effective Date.** This ordinance shall take effect immediately upon  
8 enactment.  
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**PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

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 \_\_\_\_\_

	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral
<b>League Fees</b>	\$15 per participant plus tax	15% of registration fee	Year agreement with program, fees ranging from \$4000 to \$2000, depending on program	Run their own leagues	Resident Member: \$153 Resident \$205 Non-Resident \$256	20% of registration fee
<b>Recreation Room</b>	Min of (2) Hours at \$80 (increment of \$40 per hour up to 6 hours) plus tax and deposit (\$65)	<p><b>Evelyn Greer Park:</b> Min of (3) Hours \$350 Each additional hour is \$75 Includes (5) 8' Tables, (13) 72" round tables, (130) Banquet Chairs plus \$300 security deposit</p> <p><b>Sumiland Park:</b> Min of (3) Hours \$300 Each additional hour is \$75 Includes (10) 8' tables, (50) Chairs \$200 Security Deposit</p> <p><b>Coral Pine Park: Min of (3) Hours \$300 Each additional hour is \$75 Includes (10) 6' tables, (70) Chairs \$200 Security Deposit</b></p>	<p>Min of (3) Hours Each Additional Hours \$50 Deposit \$100</p>	<p>Resident: \$60 per hour Non-Resident: \$120 per hour Not-for-Profit \$55 per hour</p>	N/A	<p>Morgan Levy Park: Large Room (5) Hours Capacity 80-100 Residents \$350 Non Resident \$425 Each Additional hour is \$75 Use of tables/chairs: \$50 Small Room (for placement of food/beverage): \$50</p>
<b>Oak Hammock /Open Picnic Area</b>	9am to 6 pm \$105 plus tax and deposit (\$60)	N/A	\$25 per hour \$100 Security Clean-up Deposit	N/A	N/A	Doral Central Park: Picnic Tables Resident: \$50 Non Resident \$75
<b>Gazebo</b>	(5) hour rental \$185 plus tax and deposit (\$60)	N/A	N/A	N/A	N/A	N/A

	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral							
<p><b>Pavilion</b></p>	<p>(5) hour rental \$155 plus tax and deposit (\$60)</p>	<p>N/A</p>	<p><b>Cutler Ridge Park:</b>  Min of (3) Hours \$120 plus \$100 Security Deposit  Each additional hour \$50  Whispering Pines Park:  \$30 per hour (Min 3 hours) plus \$100 security</p>	<p>Dante Facell and Fuchs Parks: Resident \$35 per hour  Non-Resident \$70 per hour  Not-for-Profit \$30 per hour</p>	<p>Only to Residents of Coral Gables  Jaycee and Pierce Park  Up to 15 people \$38 plus tax per hour  <b>Open to Residents and Non-Residents</b>  Coral Bay and Sunrise Harbor Park \$38 plus tax per hour  <b>Phillips, Riviera and Salvadore Park \$48 plus tax per hour</b>  (2) Hour minimum rental Plus \$100 Security Deposit for all Park Rentals  <b>War Memorial Youth Center</b> includes:  11 a.m. - 3 p.m. time frame  Picnic tables and seating for up to 50 people  Access to covered ball-pit play area  Access to outdoor gated playground  Sole use of pavilion area  Shared use of patio area  Packages require a \$50 refundable deposit.  Set up and clean up time is included in the 4-hour time frame.  Cost: \$250</p>	<p><b>Morgan Levy Park:</b>  20' X 20' Pavilion:  Resident \$100 Non-Resident \$125  <b>20' x 40' Pavilion:</b>  Resident \$150, Non-Resident \$200  Doral Meadows Park:  30' x 30' Pavilion:  Non-Resident \$200  Resident \$250</p>							

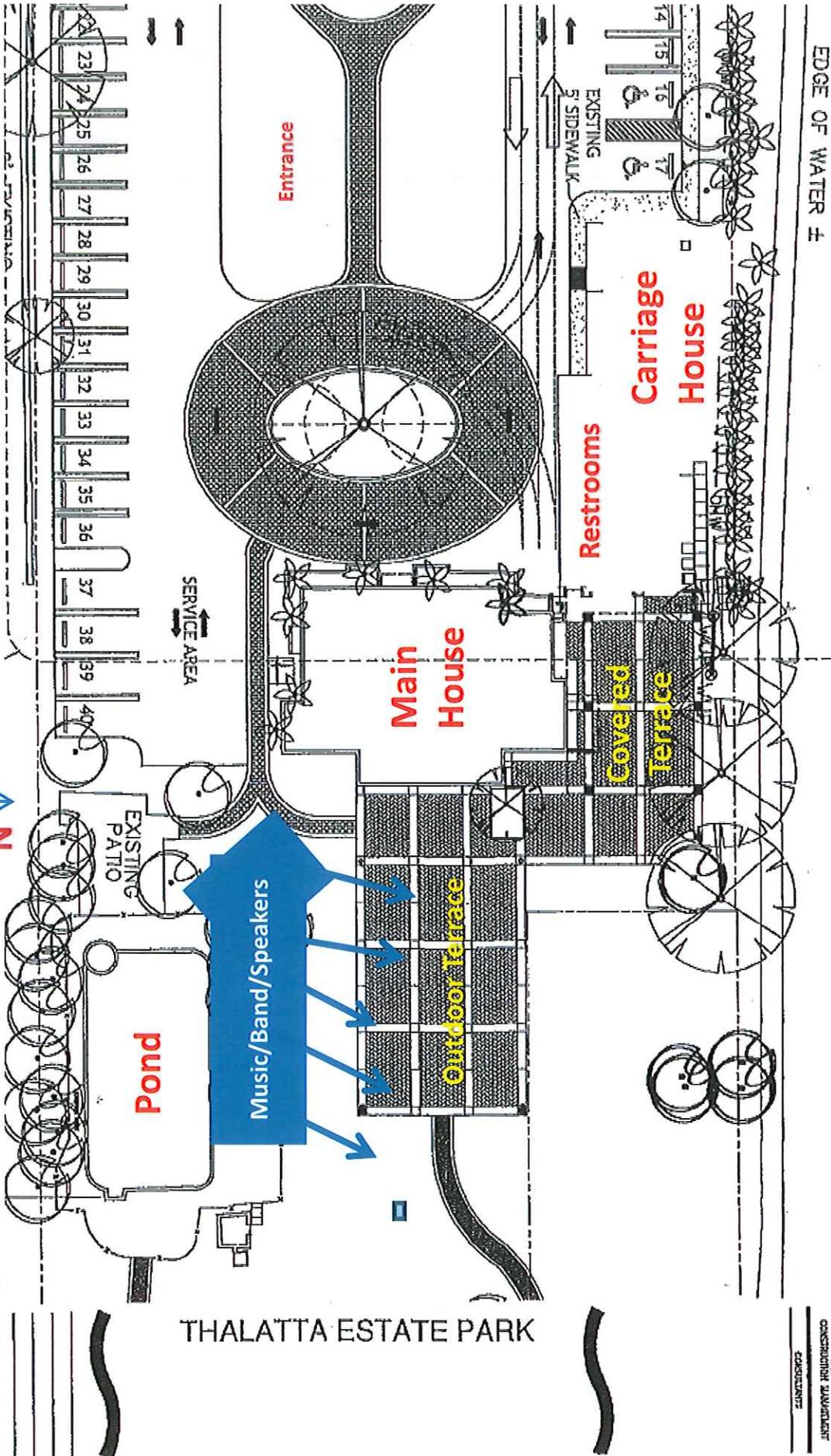
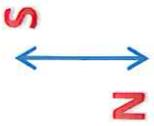
	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral
<b>Field Rental w/ lights and Prep</b>	(2) Hours \$60 plus tax and Deposit (\$30) Each additional hour is \$35 plus tax	\$100	Baseball/Softball: \$40 per hour Football/Soccer: \$50 per hour	Palmer Park: Resident: \$40 Non-Resident: \$50 Not-for-Profit \$35	N/A	Morgan Levy Park: \$80 per hour (\$20 Field Prep) \$55 per hour Non-Profits (\$15 Field Prep) Doral Meadows Park: Baseball: \$50 per hour \$35 per hour Non-Profits Football/Soccer \$80 per hour \$55 per hour Non-Profits (Same price for Field Prep)
<b>Field Rental w/o lights and Prep</b>	(2) Hours \$50 plus tax and Deposit (\$30) Each additional hour is \$30 plus tax	\$50	Baseball/Softball: \$30 per hour Football/Soccer: \$35 per hour	South Miami and Murray Parks: Residents: \$36 per hour Non-Resident: \$50 per hour Not-for-Profit \$30 per hour Palmer Park: Resident: \$30 Non-Resident: \$36 Not-for-Profit \$25	CURRENTLY UNDER RENOVATION	Morgan Levy Park: \$60 per hour (\$20 Field Prep) \$35 per hour Non-Profits (\$15 Field Prep) Doral Meadows Park: Baseball: \$40 per hour \$25 per hour Non-Profits Football/Soccer \$60 per hour \$35 per hour Non-Profits (Same price for Field Prep)
	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral

<b>Field Rental no prep - open field</b>	(2) Hours \$35 plus tax and Deposit (\$30) Each additional hour is \$25 plus tax	\$50 - Day \$100 - Night	N/A	N/A	CURRENTLY UNDER RENOVATION	Morgan Levy Park: \$60 per hour \$35 per hour Non-Profits Doral Meadows Park: Baseball: \$40 per hour \$25 per hour Non-Profits Football/Soccer \$60 per hour \$35 per hour Non-Profits
<b>Field Rental w/ lights no prep - open field</b>	(2) Hours \$45 plus tax and Deposit (\$30) Each additional hour is \$30 plus tax	\$100	N/A	N/A	N/A	Morgan Levy Park: \$80 per hour \$55 per hour Non-Profits Doral Meadows Park: Baseball: \$50 per hour \$35 per hour Non-Profits Football/Soccer \$80 per hour \$55 per hour Non-Profits
<b>Video Commercial Film/Movies</b>	\$400 plus tax	\$1,000	N/A	N/A	\$225 per day	Miami Film Permit plus any rental cost at specific facility filming.
<b>Commercial Photography</b>	\$200 plus tax	\$100	N/A	N/A	\$225 for up to 3 days max	N/A
<b>Personal Photography</b>	\$75 plus tax	\$100	N/A	N/A	Free	N/A
<b>Skate Park Fees</b>	\$5 - Daily \$20 - 7 Days \$100 - 40 Days	N/A	N/A	N/A	N/A	N/A

	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral
Tennis	<p>\$2.50 plus tax before 5:00 pm            \$3.50 plus tax after 5:00 pm</p>	<p>\$3.50 DAY RATE (Per PERSON/Per HOUR)            \$1.50 *STUDENT RATE (17 and UNDER) 8:00 AM – 5:00 PM Monday-Friday only            *NOT applicable Saturdays, Sundays or Holidays            \$4.50 NIGHT RATE (when LIGHTS go on)</p>	<p>N/A</p>	<p>Resident: \$4 per hour            Non-Resident: \$8 per hour            Non-Profit: \$3 per hour</p>	<p>William H. Kerdyk/Biltmore &amp; Salvatore Park Tennis Center            Miami Dade County Hourly Fees (7:00-4:00)            Resident \$4.35 Non-Resident \$7.60  <b>Miami Dade County Hourly Fees</b>  <b>Resident \$7.60 Non-Resident (5:00-close) \$10.50</b>            Miami-Dade County Resident Junior (17 and Under) \$139            Individual (18 and Older) \$252            Individual Senior (55 and older) \$227            (2) Person Household \$422            (3 or more) Person Household \$532.50  <b>Non-Resident Junior (17 and Under) \$231 Individual (18 and Older) \$446.25</b>  <b>Individual Senior (55 and older) \$401.65</b>            (2) Person Household \$422            (3 or more) Person Household \$532.50</p>	<p>FREE</p>

	Village of Palmetto Bay	Village of Pinecrest	Town of Cutler Bay	City of South Miami	Coral Gables	City of Doral
<b>Basketball Courts</b>	<p>Without Lights (2) Hours \$35 plus tax and Deposit (\$30) Each additional hour is \$25 plus tax</p> <p>With Lights (2) Hours \$45 plus tax and Deposit (\$30) Each additional hour is \$30 plus tax</p>	<p>Without Lights (2) Hours \$50 plus tax</p> <p>With Lights (2) Hours \$100 plus tax</p>	N/A	<p>Murray Park Without Lights Resident: \$20 per hour Non-Resident: \$30 per hour Non-Profit \$15 per hour</p> <p>With Lights Resident: \$20 per hour Non-Resident: \$30 per hour Non-Profit \$15 per hour</p>	<p>Full Court Min (2) Hours Resident \$73 Non Resident \$147 City Non-Profit \$98 Resident for Profit \$123</p> <p>Half Court Min (2) Hours Resident \$37 Non Resident \$74 City Non-Profit \$49 Resident for Profit \$62</p> <p>OUTDOOR COURTS NOT AVAILABLE FOR RENTAL</p>	N/A

Ceremony site by water



THALATTA ESTATE PARK

CONCEPTUAL LANDSCAPE ARCHITECTURE CONSULTANTS



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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Appeals to Sec. 30-50.21  
Ordinance for 2<sup>nd</sup> Reading

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**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO SECTION 30-50.21, "PUBLIC FACILITIES"; CREATING SECTION 30-50.21(a)(5); ALLOWING GOVERNMENT APPROVED FACILITIES TO PROCEED TO PERMITTING AND CONSTRUCTION DURING APPEAL, SUBJECT TO SPECIFIED CONDITIONS; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**UPDATE SINCE FIRST READING:**

This item was heard at first reading on October 19, 2015 and was approved without any changes. The remainder of this report was as it was submitted at first reading.

**BACKGROUND:**

On August 20, 2009, the Village Council adopted section 30-50.21, which established an exclusive procedure for the review and adoption of government related site plans. The provisions adopted by the Village are common to many governments and exist due to the unique nature of government facilities and their role to deliver a variety of services to the public. As a result, effective government service delivery often requires the siting of facilities in a variety of zoning districts. Neighborhood parks and libraries contribute to a higher quality of life and appropriate facility location is essential for life saving facilities.

From time to time, approved government facility site plans are subjected to legal challenge. These challenges can result in the delay of delivering the desired public service offered by the facility yet to be constructed. The proposed ordinance allows for a government with an approved site plan to proceed to permitting and construction despite a legal challenge. In so doing, that government accepts all risk for proceeding and agrees in advance to comply with the result of the final findings of the legal proceeding. Although the current code, 30-50.21 (public facilities), may allow permitting and construction during appeal due to its "exclusive procedures" provision (making other code sections inapplicable, including the requirement of exhaustion of appeal), this proposed code amendment clarifies the matter.

**ANALYSIS:**

The proposed ordinance was reviewed for consistency with the criteria established in Section 30-30.7(b). The Background section provided above shall be considered supplemental information to this analysis and shall be incorporated into each criterion delineated below. The following is a review of those criteria:

**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.

Objective 1.3 Public Facility Levels-of-Service.

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 service concurrent with the impacts of development.

**Analysis:** Typically the siting of a government facility is done with the aim to provide a specified level of service to its residents. The proposed amendment facilitates the construction of those facilities, at the government's own risk, when the associated site plan is the subject of an appeal.

**Finding:** Consistent.

**Criteria (2)** Whether the proposal is in conformance with all applicable requirements of Chapter 30.

**Analysis:** Please see Background section of this report. Section 30-50.21 already provides for an exclusive procedure for the site plan review of government facilities for reasons explained in the Background Section. The proposed ordinance furthers that aim by providing for provisions that allow for a government to pursue, at its own risk, permitting and construction during that time when the site plan is subject to legal challenge.

**Findings:** 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 Background section of this report. The reason many governments employ an exclusive procedure for the site plan review of government facilities is due to the unique nature their operations. Such uses do not naturally lend themselves to the development standards of traditional zoning categories. As such, exclusive procedures ensure needed government facilities can be sited. This does not preclude individuals from appealing the decision rendered by a government in approving a site

plan. Unfortunately, not all appeals have merit. The result of such a scenario could be an unnecessary delay in delivering the desired service. The proposed ordinance does not deny the right to appeal, nor does it circumvent compliance with the final legal ruling. It merely allows the government to proceed, at their own risk with permitting and construction.

Findings: Consistent.

**Criteria (4)** Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and locations of uses involved, the impact on the adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

Analysis: Please see Criteria 3 and the Background section of this report.

Finding: Consistent.

**Criteria (5)** Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and service; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not alter permitted uses, intensities, or densities.

Finding: Consistent.

**Criteria (6)** Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Consistent.

**Criteria (7)** Whether, and to the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: Please see Criteria 1 and the Background Section of this report. The principal intent of the proposed ordinance is to facilitate the delivery of government services in a timely manner.

Findings: Consistent.

**Criteria (8)** Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on land use pattern shall be identified.

**Analysis:** The proposed ordinance relates to permitting and construction of an approved government site plan that is under appeal and does not relate to land use patterns.

**Findings:** Not applicable.

**Criteria (9)** Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose of Chapter 30.

**Analysis:** Please see Criteria 2, 3, 4, and 7, and the Background Section of this report.

**Finding:** Consistent.

**Criteria (10)** Other matters which the local planning agency or Village Council in its legislative discretion may deem appropriate.

**Analysis:** As per the direction of the Village Council.

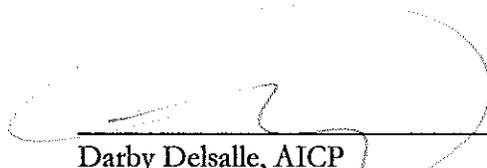
**Finding:** As determined by the Village Council.

**FISCAL/BUDGETARY IMPACT:**

None anticipated at this time

**RECOMMENDATION:**

Approval.



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Darby Delsalle, AICP  
Planning & Zoning Director



- 1 (5) Notwithstanding any contrary provisions of this Code, during an appeal of a  
2 development order for a government facility approved pursuant to this section,  
3 zoning approvals relating to that development order being appealed shall be issued  
4 upon the request of the applying government, providing that:  
5 a. the applying government indicates in writing that it will conform as necessary  
6 to any subsequent changes mandated as a result of the appellate process by  
7 the court or by the Village Council; and  
8 b. that other applicable requirements of law are met.  
9

10  
11 **Section 3. Conflicting Provisions.** The provisions of the Code of Ordinances of the  
12 Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the  
13 provisions of this ordinance are hereby repealed.  
14

15 **Section 4. Severability.** The provisions of this Ordinance are declared to be severable,  
16 and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be  
17 invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences,  
18 sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative  
19 intent that this Ordinance shall stand notwithstanding the invalidity of any part.  
20

21 **Section 5. Codification.** It is the intention of the Village Council and it is hereby  
22 ordained the provisions of this Ordinance shall become and be made part of the Code of  
23 Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be  
24 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be  
25 changed to "Section" or other appropriate word.  
26

27 **Section 6. Effective Date.** This ordinance shall take effect immediately upon  
28 enactment.  
29

30  
31 **PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.  
32

33 First Reading: \_\_\_\_\_  
34 Second Reading: \_\_\_\_\_  
35  
36  
37

38 Attest: \_\_\_\_\_  
39 Meighan Alexander Eugene Flinn  
40 Village Clerk Mayor  
41

42 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
43 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:  
44  
45

46 \_\_\_\_\_  
47 Dexter W. Lehtinen  
48 Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Larissa Siegel Lara \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Eugene Flinn \_\_\_\_\_



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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Pergolas, Trellises, and  
Canopy Shade Structures  
Ordinance for 2<sup>nd</sup> Reading

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**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-60.3 OF THE LAND DEVELOPMENT CODE RELATING TO PERGOLAS, TRELISES, CANVAS SHADE STRUCTURES, AND OTHER SIMILAR STRUCTURES LOCATED WITHIN RESIDENTIAL DISTRICTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

**UPDATE SINCE FIRST READING:**

This item was heard at first reading on October 5, 2015 and was approved with any changes. The remainder of this report was as it was submitted at first reading.

**BACKGROUND:**

Between 2007 and 2009, the Mayor and Village Council adopted a series of ordinances that constituted the laws governing land development throughout the Village. These rules would replace those that were put in place by Miami-Dade County within their own land development regulations. The standards adopted by the Village largely reflected those previously adopted by the County, however, at times the new provision were more restrictive. Such was the case with carports, canvas shade structures, pergolas, trellises and other similar shade structures. It appears the intent of the new code was to provide an open space and separation standard that reflected an enhancement over the County code. In some regard, that intent was fulfilled with the adoption of the Village's code. However, the simplification may also have inadvertently created restrictions for accessory structures that do not necessarily create such an impact.

One outcome of the newly adopted Village standard was the elimination of carports within the front yard setback areas of low density residential districts. The prior code permitted metal panned roofed carports to be located up to five (5) feet away from a front property line. Such construction is not always considered desirable in the context of a front yard area as they typically do not contribute to the architectural character of the principal building and surrounding landscape features. This outcome proved to be a positive, however it also eliminated other accessory structure types that

might be considered desirable as they could contribute to the overall esthetic quality of the property in general.

The new provisions also generalized setback criteria for all accessory structure types. The result was the application of uniform front and side yard setbacks to all accessory structures regardless of type. The positive result of this provision ensured larger buildings with walls, wide columns and hard construction roofing were appropriately separated from adjacent properties. But it also eliminated other desirable features such as trellises, pergolas, and other similar partial shade structures within the side yards of many properties. This change also affected canvas shade structures. Often located at the side of a home, they were generally used to provide limited shelter for automobiles, legally parked marine craft, and for small side yard patios. All of these structures were open on all four (4) sides, and as with the case of pergolas and trellises, open to the sky.

The proposed amendment seeks to strike a compromise between what the Village adopted and what it intended to achieve in so doing. The first proposal is to permit pergolas, trellises and other similar shade structures to encroach up to 20 feet into a required setback of the principal building. At no time can such a structure be larger than 400 square feet, and be closer than five (5) feet to a front or side property. Properties zoned R-1, R-1M, R-2, and R-TH, would be permitted a greater reduction to side yard setback with a minimum of three (3) feet. The eligible structure type must be open on all four (4) sides, be open to the sky, and have no supporting column larger than six (6) inches in width. Height is capped at twelve (12) feet as measured from grade to the highest point. This provision allows for a form of construction that may contribute to the landscaping esthetic while providing a limited size, open air, partial shade structure for side yard patios or quasi car port shelter.

The second proposal of the attached ordinance is to restore the canvas shade structure provisions previously provided by the County code. It is worth noting here that the County Code spoke more specifically to a canvas carport structure, however staff recognizes a broader utility for such structures to also be located over patio areas. Development standards for this form of structure would comport to those provided for pergolas and trellises, however these structure shall not be permitted within front yard setback areas and are permitted a canvas roof covering.

**ANALYSIS:**

The proposed ordinance was reviewed for consistency with the criteria established in Section 30-30.7(b). The Background section provided above shall be considered supplemental information to this analysis and thusly shall be incorporated into each criterion delineated below. The following is a review of those criteria:

**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 Village's Comprehensive Plan or Concurrency Management Plan does not address accessory building requirements.

**Finding:** Not applicable.

**Criteria (2)** Whether the proposal is in conformance with all applicable requirements of Chapter 30.

**Analysis:** Please see Background section of this report. The proposed ordinance is internally consistent with the remaining portions of Section 30-60.3 and Division 30-50 in that it seeks to fulfill the implied intent of those provisions.

**Findings:** 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 Background section of this report. As reflected in the Background Section of this report, the code provisions adopted between 2007 and 2009 were effective in providing separation standards for substantial accessory structure. Those provisions also had an unanticipated impact on structures of lesser massing. The proposed change provides flexibility to site smaller, open air shade structures of limited scale that may be used over a patio or parking area as provided therein. A second potential outcome to of the proposed ordinance could be to bring existing structures made nonconforming by the 2007 to 2009 actions back into full conformity.

**Findings:** Consistent.

**Criteria (4)** Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and locations of uses involved, the impact on the adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

**Analysis:** Please see Criteria 3 and the Background section of this report. The proposed ordinance does not change permitted uses, however it does provide some flexibility in siting open air accessory shades structures that are 400 square feet in size or less. Although the proposed provisions continues to be more restrictive than that previously permitted by the County, it may nonetheless bring certain other structures made nonconforming by the 2007 to 2009 actions into greater conformance with Village code. The provisions reflect conditions that may currently exist with properties throughout the Village.

**Finding:** Consistent.

**Criteria (5)** Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and service; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and

wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

**Analysis:** The proposed ordinance does not alter permitted use, intensities or densities. As such, it does not impact the above systems.

**Finding:** Consistent.

**Criteria (6)** Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer wildlife habitats, and vegetative communities.

**Analysis:** The proposed ordinance does not impact the above systems.

**Finding:** Consistent.

**Criteria (7)** Whether, and to the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

**Analysis:** Please see Criteria 3 and 4, and the Background Section of this report. The proposed amendment strikes a balance by continuing to prohibit larger and more substantive structures within certain required yard areas while accommodating open air structures that may contribute to the aesthetic quality of a home. The provision regarding canvas shade structures restores a previous accommodation provided by the County code, thus bringing any such structure previously approved into fuller conformity.

**Findings:** 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:** Please see Criteria 3, 4, and 7, and the Background Section of this report.

**Findings:** Consistent.

**Criteria (9)** Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose of Chapter 30.

**Analysis:** Please see Criteria 2, 3, 4, and 7, and the Background Section of this report.

**Finding:** Consistent.

**Criteria (10)** Other matters which the local planning agency or Village Council in its legislative discretion may deem appropriate.

Analysis: As per the direction of the Village Council.

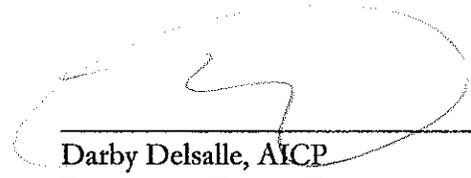
Finding: As determined by the Village Council.

**FISCAL/BUDGETARY IMPACT:**

There is no anticipated fiscal impact. All such structures will continue to require building permits.

**RECOMMENDATION:**

Approval.



A handwritten signature in black ink, appearing to read 'Delsalle', is written over a horizontal line.

Darby Delsalle, AICP  
Planning & Zoning Director



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

4 **Section 1.** Pursuant to the requirements of 30-30.7(b) of the Village's Code of  
5 Ordinances, the following text change is in compliance with the review criteria and the  
6 Comprehensive Plan.  
7

8 **Section 2.** Section 30-60.3 of the Village's Code of Ordinances entitled "Accessory  
9 buildings; utility sheds; swimming pools; screen enclosures" is amended as follows:  
10

11 **DIVISION 30-60. - GENERAL REGULATIONS**  
12

13 \* \* \*

14  
15 **Sec. 30-60.3. - Accessory buildings; utility sheds; swimming pools; screen enclosures.**

16 (a) *Accessory buildings, prior construction and use.* No accessory building shall be constructed upon  
17 a lot until the construction of the principal use has been completed, unless construction of  
18 the principal and accessory buildings is being concurrently constructed. No accessory  
19 building shall be used unless the principal building exists on the front portion of the same  
20 lot. No permit shall be issued for an accessory building unless the principal building is in  
21 use, or unless a permit is obtained simultaneously for both buildings and construction  
22 progresses concurrently. Accessory buildings/structures or uses shall conform to the same  
23 setbacks as specified within each zoning district as the principal structures except as  
24 provided by section 30-60.3 herein.  
25

26 \* \* \*

27  
28 (g) *Pergolas, trellises, and other similar structures.* Pergolas, trellises, and other similar structures may  
29 be sited within the required setbacks of a principal building provided:

- 30 (1) the structure is located within a R-1, R-1M, E-M, E-S, E-1, E-1C, E-2, R-2, or R-TH  
31 district;  
32 (2) the encroachment does not exceed 20 feet of the required principal building setback;  
33 (3) that at no time the structure is closer than 5 feet to any property line, with the  
34 exception of R-1, R-1M, R2, and R-TH, which shall permit a minimum setback of 3  
35 feet from an interior property line;  
36 (4) the structure cannot exceed 400 square feet in total area;  
37 (5) the maximum height cannot exceed 12 feet as measured from grade to its highest  
38 point of the structure;  
39 (6) the structure shall be open on all four sides, with no one supporting column wider  
40 than 6 inches;  
41 (7) only one such structure is permitted to encroach into a required principal building  
42 setback; and  
43 (8) the structure shall be open from floor to sky.  
44

45 (h) *Canvas shade structures.* Canvas shades structures shall be prohibited from encroaching into a  
46 required principal building front yard setback. Encroachments of canvas shades structures

1 into the required principal building side and rear yard setbacks are permitted pursuant to  
2 sections 30-60.3(g)(1)-(7).  
3

4 **Section 3. Conflicting Provisions.** The provisions of the Code of Ordinances of the  
5 Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the  
6 provisions of this ordinance are hereby repealed.  
7

8 **Section 4. Severability.** The provisions of this Ordinance are declared to be severable,  
9 and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be  
10 invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences,  
11 sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative  
12 intent that this Ordinance shall stand notwithstanding the invalidity of any part.  
13

14 **Section 5. Codification.** It is the intention of the Village Council and it is hereby  
15 ordained the provisions of this Ordinance shall become and be made part of the Code of  
16 Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be  
17 renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be  
18 changed to "Section" or other appropriate word.  
19

20 **Section 6. Effective Date.** This ordinance shall take effect immediately upon  
21 enactment.  
22

23  
24 **PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.  
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27 First Reading: \_\_\_\_\_  
28 Second Reading: \_\_\_\_\_  
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32 Attest: \_\_\_\_\_  
33 Meighan Alexander Eugene Flinn  
34 Village Clerk Mayor  
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37 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
38 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:  
39

40  
41 \_\_\_\_\_  
42 Dexter W. Lehtinen  
43 Village Attorney  
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45 FINAL VOTE AT ADOPTION:  
46

- 1 Council Member Karyn Cunningham \_\_\_\_\_
- 2
- 3 Council Member Tim Schaffer \_\_\_\_\_
- 4
- 5 Council Member Larissa Siegel Lara \_\_\_\_\_
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- 7 Vice-Mayor John DuBois \_\_\_\_\_
- 8
- 9 Mayor Eugene Flinn \_\_\_\_\_
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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: School Signage  
Ordinance for 2<sup>nd</sup> Reading

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The attached item to be considered for second reading was heard and approved by the LPA October 19, 2015. The item is as it was submitted and approved on the meetings held on October 5, 2015 and October 19, 2015.



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Darby Delsalle, AICP  
Planning & Zoning Director



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To: Honorable Mayor and Village Council

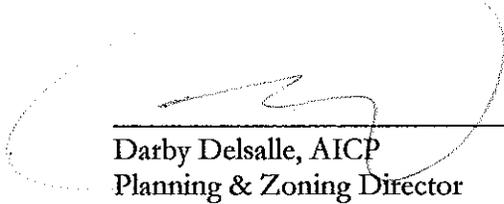
Date: October 19, 2015

From: Edward Silva, Village Manager

Re: School Signage  
Ordinance for 2<sup>nd</sup> Reading

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The attached item to be considered for second reading was continued from the October 5, 2015 Regular Council Meeting in order to ensure the required LPA hearing was properly advertised and scheduled. The item is as it was submitted on October 5, 2015.



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Darby Delsalle, AICP  
Planning & Zoning Director



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To: Honorable Mayor and Village Council

Date: October 5, 2015

From: Edward Silva, Village Manager

Re: Ordinance for 2<sup>nd</sup> Reading –  
School Signage

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**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; AMENDING SECTION 30-90.17(b) OF THE LAND DEVELOPMENT CODE RELATING TO SCHOOL SIGNAGE WITHIN RESIDENTIAL DISTRICTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

**UPDATE SINCE FIRST READING:**

This item was heard and passed on first reading on September 9, 2015. The motion included a request to modify the ordinance to provide for a backlit option with LED lighting for the requested sign type. The proposed ordinance is modified as requested. No other changes were made. The rest of this report is as it was submitted for the September 9, 2015 first reading.

**BACKGROUND:**

On October 20, 2008, the Mayor and Village Council adopted Ordinance 08-20, which established Division 30-90, Sign Regulations, of the Village's Land Development Code. That Division, among other things, established signage development standards for schools located within single family residential zoning districts. Specifically, section 30-90.17(b) permits schools within single residential districts to have a freestanding sign at the entrance with up to 24 square feet of signage area. This signage type, however, is not always the most desired within such neighborhoods. Staff believes a signage option affixed to the perimeter wall at the school facility entrance would be more in line with the development standards of a typical single family residential subdivision. However, it is not recommended that a freestanding option be repealed. The proposed amendment provides the school facility the option to choose either the perimeter wall or a free standing sign option. This approach provides for flexibility without creating an unintended nonconformity.

**ANALYSIS:**

The proposed ordinance was reviewed for consistency with the criteria established in Section 30-30.7(b). The Background section provided above shall be considered supplemental information to this analysis and thusly shall be incorporated into each criterion delineated below. The following is a review of those criteria:

**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 Village's Comprehensive Plan or Concurrency Management Plan does not address signage requirements.

**Finding:** Not applicable.

**Criteria (2):** Whether the proposal is in conformance with all applicable requirements of Chapter 30.

**Analysis:** Please see Background section of this report. The proposed ordinance is internally consistent with the remaining portions of Section 30-90 in that it seeks to fulfill the stated Intent and Purpose of Division 30-90.

**Findings:** 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 Background section of this report. As reflected in the Background Section of this report, free standing signs are not commonly used in residential districts. The proposed change provides for an option more consistent with subdivision development, while also avoiding an unintended creation of nonconformity for existing freestanding signs.

**Findings:** Consistent.

**Criteria (4)** Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and locations of uses involved, the impact on the adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land uses.

**Analysis:** Please see Criteria 1 and 2, and the Background section of this report. The proposed ordinance does not change permitted uses.

**Finding:** Consistent.

**Criteria (5)** Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and service; would exceed the capacity of the facilities and services, existing or programmed, including: transportation, water and

wastewater services, solid waste disposal, drainage, recreation, education, emergency services, and similar necessary facilities and services.

**Analysis:** The proposed ordinance does not alter permitted use, intensities or densities. As such, it does not impact the above systems.

**Finding:** Consistent.

**Criteria (6)** Whether, and to the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of groundwater aquifer wildlife habitats, and vegetative communities.

**Analysis:** The proposed ordinance does not impact the above systems.

**Finding:** Consistent.

**Criteria (7)** Whether, and to the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

**Analysis:** Please see Criteria 1 and 2, and the Background Section of this report. The amendment provides a signage option more in line with subdivision development standards.

**Findings:** Consistent.

**Criteria (8)** Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on land use pattern shall be identified.

**Analysis:** The proposed ordinance does not change permitted uses or change any provisions which affect the development of land.

**Findings:** Consistent.

**Criteria (9)** Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose of Chapter 30.

**Analysis:** See Analysis under Criteria 2, 3 and the Background section of this report.

**Finding:** Consistent.

**Criteria (10)** Other matters which the local planning agency or Village Council in its legislative discretion may deem appropriate.

Analysis: As per the direction of the Village Council.

Finding: As determined by the Village Council.

**FISCAL/BUDGETARY IMPACT:**

There is no anticipated fiscal impact. All such signage will continue to require building permits.

**RECOMMENDATION:**

Approval.



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Darby Delsalle, AICP  
Planning & Zoning Director





1 PASSED and ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

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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 \_\_\_\_\_