



VILLAGE OF PALMETTO BAY

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

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA

VIRTUAL SPECIAL COUNCIL MEETING

(Preceding the Second Budget Hearing)

WEDNESDAY, SEPTEMBER 23, 2020 – 6:30 PM

(305) 259-1234

1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**
3. **RESOLUTION WITH PUBLIC COMMENTS SUBMITTED**
 - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD OF \$50,000 UNDER THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR INFORMATIONAL/DIRECTIONAL HISTORIC

SIGNS WITH LINK TO ACCOMPANYING VIDEOS AT VARIOUS VILLAGE LOCATIONS TO HELP PRESERVE AND SHARE THE LOCAL HISTORY OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND SUBSEQUENT RELATED DOCUMENTS AS REQUIRED, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

4. ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED) (DEFERRED AND CONTINUED FROM THE REGULAR COUNCIL MEETING, SEPTEMBER 14, 2020)

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; ESTABLISHING OCTOBER 1, 2020 AS THE EFFECTIVE DATE OF THE NEW STORMWATER FEE AMOUNT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on July 13, 2020)*
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VACATION RENTALS; PROVIDING FOR DEFINITIONS; CERTIFICATE OF USE; RENTAL STANDARDS; DUTIES OF RESPONSIBLE PARTIES; ADVERTISING; PARKING; INSPECTIONS; SAFETY REQUIREMENTS AND ENFORCEMENT; REPEALING ORDINANCE 2019-05 AND ORDINANCE 2019-11; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois and Councilmember Marsha Matson) (Passed on First Reading on July 27, 2020)*
- C. AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES, ENTITLED "ENVIRONMENT"; AT ARTICLE IV STYLED "WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT"; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR

PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on July 13, 2020)*

5. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS SUBMITTED (DEFERRED AND CONTINUED FROM THE REGULAR COUNCIL MEETING, SEPTEMBER 14, 2020)

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL COMMITTEES; PROVIDING FOR THE ESTABLISHMENT OF A NEW DIVISION IN THE PALMETTO BAY MUNICIPAL CODE, DIVISION 30-170: CREATION AND MEMBERSHIP OF A DESIGN REVIEW BOARD FOR THE VILLAGE OF PALMETTO BAY; PROVIDING PARAMETERS AND PROCESS FOR THE DESIGN REVIEW BOARD; PROVIDING THE COUNCIL TO RECOMMEND AND APPROVE THE CREATION OF THE DESIGN REVIEW BOARD UNDER THE DIRECTION AND CONTROL OF THE VILLAGE COUNCIL; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO APPLICATIONS THAT REQUIRE PUBLIC HEARINGS BY THE MAYOR AND COUNCIL; AMENDING SECTION 30-30-2(B) BY PROHIBITING APPLICANTS AND THEIR REPRESENTATIVES FROM MAKING A CAMPAIGN CONTRIBUTION TO A CURRENT CANDIDATE WHO HAS QUALIFIED FOR THE NEXT VILLAGE OF PALMETTO BAY'S GENERAL OR SPECIAL ELECTION, DURING THE PERIOD FROM APPLICATION TO FINAL COUNCIL ACTION AT A PUBLIC HEARING; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BID PROPOSALS, REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS; AMENDING SECTION 2-137(G) BY PROHIBITING A BIDDER OR PROPOSER FROM MAKING A CAMPAIGN CONTRIBUTION DURING THE PERIOD ADVERTISEMENT TO FINAL AWARD; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilwoman Marsha Matson)*

6. NEXT MEETING AND ADJOURNMENT

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

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

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**PUBLIC MEETING NOTICE -
(INSTRUCTIONS ON HOW TO ACCESS
THE MEETING AND HOW THE PUBLIC
CAN PARTICIPATE)**



VILLAGE OF PALMETTO BAY NOTICE OF SPECIAL COUNCIL MEETING

NOTICE IS HEREBY GIVEN that on Wednesday, September 23, 2020 at 6:30 p.m. (*preceding to the Second Budget Hearing*) the Village of Palmetto Bay Village Council shall hold a “virtual” Special Council Meeting for the purposes of continuing the discussion and approval of the agenda of the Regular Council Meeting of Monday, September 14, 2020. During the Special Council Meeting, the Village Council shall also consider a Resolution accepting a grant award of \$50,000 under the State of Florida, Department of State, Division of Historical Resources for informational/directional historic signs at various Village locations to help preserve and share local history of Palmetto Bay.

The Special Council Meeting will begin at 6:30 PM and recess at 7:00 PM to begin the Second Budget Hearing. At the conclusion of the Second Budget Hearing, the Village Council shall reconvene the Special Council Meeting to resume the agenda.

This Special Council Meeting will be conducted using a teleconferencing platform and broadcast live. Members of the public may watch the virtual meeting via the Village’s official Facebook page and/or our Granicus web stream on www.palmettobay-fl.gov.

PLEASE NOTE that pursuant to Governor DeSantis’ Executive Order 20-193, in which he declared a public health emergency and a state of emergency, there is a recommendation to limit public gatherings. Any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place, is suspended, and the Village is authorized to hold public meetings through the use of communications media technology, subject to the rules pursuant to Section 120.54(5)(b)2, Florida Statutes. *This notice provides instructions on how to access the meeting and how the public can participate.*

Public comments forum (Option 1): Prior to the meeting, the public can submit a web form available at this address: <https://www.palmettobay-fl.gov/FormCenter/Public-Comments-Form-10/Public-Comments-Form-52>. Form submissions received prior to the meeting will be read before the item is heard. Form submissions received after 6:30 p.m. will be read at the end of the Village Council’s Agenda.

Public comments forum (Option 2): Public attendees wishing to provide real-time, audible public comments during the meeting may do so using GoToWebinar’s desktop, laptop, tablet, or smartphone app. Once registered, attendees will receive GTW session information and call-in telephone numbers for those wishing to use a telephone. Telephone attendees may not participate in public comment as the system has no way to mute or unmute. Attendees wishing to speak during public comment time must use the GoToWebinar application on their desktop, laptop, or smart device. Attendees may not use a webcam whatsoever. In lieu if no availability to participate through the webinar, please submit your public comment using the web form as described above.

Please register to attend the session as follows:

<https://attendee.gotowebinar.com/register/5235020460006942733>

After registering, you will receive a confirmation email containing information about joining the webinar.

All persons are invited to speak at this meeting, or to be represented by an agent, or to express their views in writing addressed to the Village Council c/o of the Village Clerk, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157 and/or via email: council@palmettobay-fl.gov. Inquiries may be directed to the Clerk at (305) 259-1234. The above items may be continued at this meeting and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk for information as to the status of this item as a result of the meeting. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than four (4) days prior to the proceedings.

Missy Arocha
Village Clerk

www.palmettobay-fl.gov



AGENDA ITEM

3A



To: Honorable Mayor and Village Council

Date: September 23, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Accepting Historical Preservation Grant – Preserving the Local History of Palmetto Bay

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD OF \$50,000 UNDER THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES FOR INFORMATIONAL/DIRECTIONAL HISTORIC SIGNS WITH LINK TO ACCOMPANYING VIDEOS AT VARIOUS VILLAGE LOCATIONS TO HELP PRESERVE AND SHARE THE LOCAL HISTORY OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND SUBSEQUENT RELATED DOCUMENTS AS REQUIRED, AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The Department of State, Division of Historical Resources, provides state and federal funds for historic preservation. The purpose of this program is to provide funding, in the form of grants to assist local, regional and state-wide efforts to preserve significant historic and archeological resources and to promote knowledge and appreciation of the history of Florida. This program provides historic preservation grants on a competitive basis.

In April of 2019, the Florida Department of State solicited applications for Small matching and Special Category Grant Projects. In May 2019, the Village applied under the small matching category using information from a PowerPoint presentation for a proposed Palmetto Bay Path in March or April 2019.

In July 2020, staff was notified the Village was selected for funding in the amount of \$50,000 to pursue our proposed project titled “Preserving the Local History of Palmetto Bay.” The Village’s financial commitment to the project is \$50,000 in matching funds, or the equivalent of 50% of the total project cost equaling \$100,000.

FISCAL IMPACT:

The award for Palmetto Bay's project to place historic/informational signage is \$50,000 in grant funds, which accounts for 50% of the total cost with the Village providing \$50,000 in matching funds. The match portion of this grant will be funded under General Funds.

| | |
|---------------------|----------------|
| Grant Request: | \$50,000 (50%) |
| Grant Match: | \$50,000 (50%) |
| Total Project Cost: | \$100,000 |

Attachments (1):

- Exhibit A - Agreement with the State of Florida, Department of State
- Exhibit B – Submitted Application for the Small Matching Historic Grant

1 RESOLUTION NO. 2020-_____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS;
5 ACCEPTING A GRANT AWARD OF \$50,000 UNDER THE STATE OF
6 FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL
7 RESOURCES FOR INFORMATIONAL/DIRECTIONAL HISTORIC
8 SIGNS WITH LINK TO ACCOMPANYING VIDEOS AT VARIOUS
9 VILLAGE LOCATIONS TO HELP PRESERVE AND SHARE THE
10 LOCAL HISTORY OF PALMETTO BAY; AUTHORIZING THE
11 VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND
12 SUBSEQUENT RELATED DOCUMENTS AS REQUIRED, AND
13 PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by*
14 *Administration*)
15
16

17 WHEREAS, the Village of Palmetto Bay previously submitted a
18 grant application to the State of Florida, Department of State, Division of
19 Historical Resources; and,
20

21 WHEREAS, the Village was successful in securing grant funding
22 in the amount of \$50,000, and providing a 50% grant match of \$50,000
23 for the proposed Preserving the Local History of Palmetto Bay project;
24 and,
25

26 WHEREAS, the Village desires to move forward with the
27 acceptance of the Small Matching Grant award and enter into a
28 required applicant grant agreement with the State of Florida,
29 Department of State, Division of Historical Resources.
30

31 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND
32 VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,
33 FLORIDA, AS FOLLOWS:
34

35 Section 1. The Village Council hereby accepts the grant award
36 from the State of Florida, Department of State, Division of Historical
37 Resources in the amount of \$50,000.
38

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Village of Palmetto Bay
21.h.sm.300.034

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the Village of Palmetto Bay hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 21.h.sm.300.034 for the Project “Preserving the Local History of Palmetto Bay,” in the amount of \$50,000 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3148, contained in the 2021 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the “Preserving the Local History of Palmetto Bay,” the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to produce educational materials on the local history of Palmetto Bay, including: designing, fabricating, and installing a minimum of fourteen (14) informational signs hiring a professional videographer and producing a minimum of fourteen (14) informational walking tour videos to accompany each sign; and designing and printing twenty-thousand (20,000) copies of a bilingual walking tour brochure. The walking tour videos will be made freely accessible to the public online.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description | Documentation | Payment Amount |
|---|--------------|--|---|----------------|
| 1 | Fixed Price | Submit the draft texts and designs for the fourteen (14) informational signs and the draft text and design for the walking tour brochure to the Division for review and approval prior to fabrication or printing. | Draft texts and designs for fourteen (14) informational signs; draft text and design for walking tour brochure. | \$15,000 |

| | | | | |
|---------------|-------------|---|---|-----------------|
| 2 | Fixed Price | Submit draft outlines and scripts for a minimum of fourteen (14) walking tour videos to the Division for review and approval prior to finalization and video production, and submit map showing locations where the fourteen (14) informational signs will be installed to the Division for review. | Draft outlines and scripts for a minimum of fourteen (14) walking tour videos; map showing locations where fourteen (14) informational signs will be installed. | \$15,000 |
| 3 | Fixed Price | Submit one (1) hard copy and one (1) electronic copy of the walking tour brochure, high-resolution photographs of fourteen (14) informational signs installed on-site, and live links to the fourteen (14) walking tour videos uploaded online to the Division for review and approval. | One (1) hard copy and one (1) electronic copy of the walking tour brochure; high-resolution photographs of fourteen (14) informational signs installed on-site; live links to the fourteen (14) walking tour videos uploaded online; Single Audit form; Final Progress Report | \$20,000 |
| Totals | | | | \$50,000 |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/20, and shall end 06/30/21, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Drew Begley
Florida Department of State
R.A. Gray Building

500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6466
Email: drew.begley@dos.myflorida.com

For the Grantee:

Contact: Jenny Polynice-Hall
Address: 9705 East Hibiscus Street Palmetto Bay Florida 33157
Phone: 305.259.1277
Email: dhall@palmettobay-fl.gov

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and

287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Heritage Education Projects.

- a) The Grantee shall submit heritage education project contracts to the Division for review and approval prior to execution.
- b) **Copyright and Royalties:** When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

- b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
- 11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
- a) **First Project Progress Report** is due by October 31, for the period ending September 30.
- b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
- c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
- d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
 - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
 - f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
 - g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;

- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs;
- n) Capital improvements to property;
- o) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- p) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
- q) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and

regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to

act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division

deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not

receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2021 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____
Authorizing Official for the Grantee

Dr. Timothy Parsons, Division
Director

Gregory H. Truitt, Interim Village Manager
Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

| Description | Grant Funds | Cash Match | In Kind Match |
|--|--------------------|-------------------|----------------------|
| Production of a minimum of fourteen (14) videos | \$20,000 | \$20,000 | \$0 |
| Design, fabrication, and installation of fourteen (14) informational signs | \$25,000 | \$25,000 | \$0 |
| Design and printing of twenty-thousand (20,000) bilingual walking tour brochures | \$5,000 | \$5,000 | \$0 |
| Totals | \$50,000 | \$50,000 | \$0 |

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building
500 South Bronough St.
Tallahassee, FL 32399-0250

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants; CSFA Number 45.031. Award Amount: \$50,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Village of Palmetto Bay

Project Title: Preserving the Local History of Palmetto Bay

Grant Number: 21.h.sm.300.045

Date Submitted: Thursday, May 30, 2019

A. Organization Information Page 1 of 9

Applicant Information

- a. **Organization Name:** Village of Palmetto Bay 
- b. **FEID:** 05-0541068
- c. **Phone number:** 305.259.1234
- d. **Principal Address:** 9705 East Hibiscus Street Palmetto Bay, 33157
- e. **Mailing Address:** 9705 East Hibiscus Street Palmetto Bay, 33157
- f. **Website:** <https://www.palmettobay-fl.gov/>
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Government: Other
- i. **County:** Miami-Dade
- j. **DUNS number:** 166240239

1. Designated Project Contact *

First Name

Jenny

Last Name

Polynice-Hall

Phone

305.259.1277

Email

dhall@palmettobay-fl.gov

2. Authorized Official *

First Name

Edward

Last Name

Silva

Phone

305.259.1234

Email

esilva@palmettobay-fl.gov

3. Certified Local Governments (CLG) *

Only governmental entities that are Certified Local Governments (CLG) in good standing are eligible to receive **Federal** funds for the Survey, Planning, and National Register Nomination project categories. CLGs may also apply for state funds for projects in **other** categories (Education and Publication and Historical Marker projects). No more than two (2) applications, one for federal funding and one for state funding, may be submitted under a single application deadline.

Are you a CLG in good standing? What is a CLG?

Yes

No

If yes, is this an application for federal or state funding?

Federal (Survey, Planning, and National Register Nomination project types only)

State (Education and Publication, and Historical Marker project types only)

If yes, provide the following:

27

4. Florida Main Street Programs *

Are you an Active Florida Main Street community designated as such pursuant to Chapter 1A-36, Florida Administrative Code?

Yes

No

5. Applicant Grant Experience and History

Has the applicant received previous grant assistance within the past five years from any source? *

Yes

No

If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.

| # | Previous Grant Year | Previous Grant Number. | Previous Grant Project Name | Previous Granting Entity | Previous Grant Amount | Open/Closed |
|---|---------------------|------------------------|---|---|-----------------------|-------------|
| 1 | 2015 | T15015 | Coral Reef Park Trail Extension | FDEP | \$200,000 | Open |
| 2 | 2013 | T13024 | Coral Reef Park Trail Maintenance | FDEP | \$200,000 | Closed |
| 3 | 2015 | A17106 | Perrine Wayside Park Improvements | FDEP | \$50,000 | Open |
| 4 | 2016 | 12-00646 | Coral Reef Park Improvements | FDEP | \$200,000 | Open |
| 5 | 2016 | DA-PB-16-1697 | Thalatta Shoreline Viewing Pier Design and Permitting | Florida Inland Navigation District (FIND) | \$50,000 | Open |
| 6 | 2018 | N/A | Palmetto Bay's 5th Annual Independence Day Celebration | Miami-Dade County Cultural Affairs Department | \$4,216 | Closed |
| 7 | 2016 | SW-2002 | Drainage Infrastructure Improvements for Sub-Basin #59/60 | South Florida Water Management District | \$125,000 | Closed |
| 8 | 2017 | N/A | Palmetto Bay Tree Canopy Project | Neat Streets Miami | \$7,000 | Closed |

| | | | | | | |
|---|------|----------|--|-------------|------------------|-------------|
| 9 | 2017 | 12-00672 | Coral Reef Park Improvements Phase II | FDEP | \$200,000 | Open |
|---|------|----------|--|-------------|------------------|-------------|

6. Proposed Project Team *

| # | Name | Project Role Title | % of Time | Email | Phone/Ext. |
|---|---------------------|---|-----------|------------------------------|-------------------|
| 1 | Dionisio Torres | Public Services Director | 100 | dtorres@palmettobay-fl.gov | 305.969.5011.____ |
| 2 | Jenny Polynice-Hall | Grant Writer | 100 | dhall@palmettobay-fl.gov | 305.259.1234.1277 |
| 3 | Maria Pineda | Community & Economic Development Director | 35 | mpineda@palmettobay-fl.gov | 305.259.1234.1276 |
| 4 | Greg Martinez | Architectural Renderer | 80 | gmartinez@palmettobay-fl.gov | 305.259.1234.1242 |
| 5 | Desmond Chin | Finance Director | 25 | dchin@palmettobay-fl.gov | 305.259.1234.1268 |
| 6 | Olga Cadaval | Deputy Village Manager | 5 | ocadaval@palmettobay-fl.gov | 305.259.1234.____ |

7. Applicant staffing and hours *

Select the option that best describes your organization.

- Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- Organization has some paid staff but they are not full-time
- Organization is open part-time and has volunteer staff

B. Project Information Page 2 of 9

1. Project Type *

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type.

Survey Project

Projects which identify, document, and evaluate historic or archaeological resources within historic or archaeological districts or areas being investigated for the potential of becoming historic districts or zones, or updating previous surveys.

Planning Project

Projects to prepare historic structures report, condition assessment, predictive modeling, preparation of preservation or management plans, design or preservation guidelines and such, necessary to guide the long term preservation of a historic resource or historic district.

National Register Nominations Project

Projects that prepare a nomination to the National Register of Historic Places, be it individual, district, or multiple property listing nominations.

Education and Publication Project

Projects aimed at increasing public understanding and awareness of the importance of the history of Florida and the historical and archaeological resources and their preservation, either in general or in particular for specific sites, properties, or collections.

Main Street Start-up or Re-start-up Project

A one-time start-up grant to newly designated Florida Main Street communities pursuant to Chapter 1A-36, Florida Administrative Code, or a one-time restart grant for Main Streets that have been inactive for more than ten years and have new board members to return to active program status.

Historical Marker Project

Projects which assist with the acquisition of state markers for which texts (monolingual or bilingual) have been approved by the State Historical Marker Council prior to applying for the grant.

2. Project Title and Location Information

The title should reflect the name of the property, site, area, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Pensacola Maritime Heritage Trail, Archaeological Survey of Deering Estate, etc.)

Project Title *

Preserving the Local History of Palmetto Bay

Name of Property (If applicable)

N/A

Street Address (primary location where the proposed project will be carried out)

Village Hall, 9705 E. Hibiscus Street

City (location of the proposed project)

Palmetto Bay

Primary County (location of the proposed project)

Miami-Dade

3. Additional Counties Served

Select any additional counties the project will serve.

C. Historical Significance Page 3 of 9

1. Historical Designation

Indicate the type of historical designation currently held by the historic resource. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300.

Type of Historical Designation *

Individual Local Designation

Historical Designation details

| # | Property Name | Date Designated |
|---|--|-----------------|
| 1 | Flipse/O'Donnell House | 2/17/1993 |
| 2 | Perrine Community House | 10/20/1993 |
| 3 | Charles Deering Estate Historic District | 8/21/1985 |

2. Historical Significance

Explain the historic significance for the property, site, information, or resource(s) that is the subject of the proposed project - (Maximum characters 1500.)

The historical significance of the proposed sites for this project will help paint a picture of how the Village and our border cities were first settled. The properties or structures that we wish to highlight as local historical sites all have a unique and significant story to tell. Whether it be - what inspired the building of the Chinese bridge; to an oolitic limestone fence used to separate farming area from living space - the story of our earliest society this far south are to be remembered. Some historically significant places on the list of sites to be identified include:

(1) Chinese Bridge - In 1918 Charles Deering constructed the Chinese Bridge, relocating a portion of the original Cutler Road, which was on the property he purchased which included the abandoned town of Cutler. He chose the Chinese theme as a reminder of his Asian travels as a young U.S. Naval officer. The Chinese Bridge is located on SW 72 Ave., between SW 165th St, running parallel to the current Old Cutler Road.

(2) The People's Dock - When Charles Deering walled in his estate, his neighbors lost access to a dock for travel and shipping by water. He built a road and dock on the south side of his estate which is called the People's Dock. In the 1950's and later, this area was known as a lover's lane, until the road was blocked to vehicular traffic. Both Deering Point and People's dock are part of 34-acres which were purchased by the State of Florida and Miami-Dade County in 1985. The State retains title and has a lease agreement with Miami-Dade's Park & Recreation Department.

For projects associated with Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For multiple site forms, separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

0

For Historic Property, Indicate Year of the Original Construction (enter Year only)

1918

For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation - (Maximum characters 300.)

Not Applicable

D. Project Specifics Page 4 of 9

1. Scope of Work - (Maximum characters 5000.) *

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

The purpose of this project is to educate the public of Palmetto Bay's rich local history. With such busy lives and the quick pace of social media; there is such value placed on the present; it can be difficult to readjust our view and focus or learn about the past. The Village wishes to help by making our local history more accessible to spark that interest of history in children of all ages.

The proposed project will include the placing of 14 historical/directional signs, some two-sided, along our boundary walk and bike path and at internal Village sites, as needed. These informational signs will be visible from the road and will be maintained so that they are always in clear site for visitors. The informational/directional signs will be supplemented with a brochure assisting the guest to all locations and creating a walk or bike tour of the Village's historical destinations.

By providing brochures, in English and Spanish, to accompany the signs along the path; the Village opens the door to make everyone feel included to stroll through a bit of history. The brochures will be available for those who may prefer a more tangible approach to their exploration while on the walk/bike tour; for the technologically comfortable and savvy guests, we will have the electronic assistant, via our videos to help them navigate their way as they walk or bike as well.

We hope you may look favorably upon our request to proudly post our local history for the education and participation of all residents and guests who wish to explore.

2. Tentative Project Timeline (remember this is a 24 month grant period) *

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. **Projects should be completed within 12 months.**

| # | Work Item | Starting Date | Ending Date |
|----|---|---------------|-------------|
| 1 | Prepare Invitation to Bid (ITB) for signs, brochures & videographer | 7/6/2020 | 7/24/2020 |
| 2 | Advertise ITB's for 15 business days | 7/27/2020 | 8/14/2020 |
| 3 | Public bid opening at Village Hall | 8/14/2020 | 8/15/2020 |
| 4 | Review & Tabulation of received Bids | 8/17/2020 | 9/4/2020 |
| 5 | Selected vendors identified & shared with Village Manager for signature | 9/8/2020 | 9/11/2020 |
| 6 | Prepare resolutions for selected vendors to be brought before Council | 9/14/2020 | 9/18/2020 |
| 7 | Council to approve vendor at regular Council Meeting | 10/5/2020 | 10/6/2020 |
| 8 | Begin negotiation of contract with selected vendors | 10/7/2020 | 10/16/2020 |
| 9 | Sign contracts & provide Notice to Proceed (NTP) to all vendors | 10/20/2020 | 10/21/2020 |
| 10 | Conduct kick-off project meeting to discuss designs & options for materials | 10/26/2020 | 10/27/2020 |
| 11 | Contractors begin work knowing what details the Village desires | 10/27/2020 | 4/11/2021 |
| 12 | Signs are placed & brochures made available in English & Spanish | 4/12/2021 | 5/3/2021 |
| 13 | Video production to begin | 5/10/2021 | 5/28/2021 |
| 14 | Project 100% completed and ready for unveiling (Ribbon Cutting Ceremony) | 6/25/2021 | 6/26/2021 |

3. Education and Publication Projects

Explain the need for the proposed project. - (Maximum characters 1000.)

Historic preservation is generally regarded as the practice of protecting or preserving sites, building, structures, objects or districts which reflect elements of cultural, social, economic, political, archaeological or architectural history. This history is important because it connects us to specific times, places and events that were significant milestones in our collective past. The ability to revisit these preserved elements from time to time provides us with a sense of place, and maintains continuity between our past and our present by preserving a trail of how we arrived at where, and who we are today.

This proposed project is needed to help the community remember those who came before us and paved the way for the growth of our community. This project is a very important staple for Palmetto Bay that will allow many people to learn about our past and provide an opportunity to experience our quaint community.

How many minutes/pages is the product(s)?

30 minute video(s) for several identified sites and a virtual tour & 14 historical informational signs

How many copies of the product(s) will be produced?

20,000 brochures

Explain how the project/product(s) will be distributed. - (Maximum characters 500.)

(Products should be distributed free of charge.)

The videos will be available online and accessible via mobile phones to assist during a walk or bike around the sites.

The brochures will be available, in English and Spanish, at all 5 of our Park locations for guests and at Village Hall as an informational hub and the Village can serve as a starting point for the tour.

4. Does the proposed project entail a partnership with any other local entity?

Yes

No

If yes, describe their participation to date and anticipated further participation in this project.

E. Budget and Match Page 5 of 9

1. Rural Economic Development Initiative (REDI) Waiver of Match Requirements *

Applicants with projects located in counties or communities that have been designated as a rural community in accordance with Section 288.0656 and 288.06561, Florida Statutes, may request a waiver of matching requirements. (Waivers are not available for Historical Marker Project types. State agencies, state colleges, and state universities are not eligible for a REDI match waiver, regardless of project location.)

Are you requesting a waiver? Is my project in a REDI Community?

Yes

No

Are you a state agency, state college, or state university?

Yes

No

2. Project Budget and Match

Grant Funds and Match *

List work items and associated estimated expenses and how they will be paid (from match, the grant, or both). Only include expenses that are specifically related to the project. Refer to the program Guidelines for examples of non-allowable expenses (available at FLheritage.com/grants). Expenses may include an actual amount to be paid or the value of an in-kind contribution.

Small Matching grants require a 100% (i.e., 1:1) match unless exempted by the program Guidelines. Applicant Organizations that are Florida Certified Local Government (CLG) or Florida Main Street communities are not required to provide a match. Applicant Organizations applying for projects located in REDI areas are not required to provide a match (exception: Historical Marker Projects and applicants that are agencies of state, state colleges and state universities are not eligible for the REDI match waiver).

Round amounts to the nearest dollar. Rows must have a value in Grant Funds, or Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 25% of the total combined match (cash and in-kind).

| # | Work Item | Grant Funds | Cash Match | In-Kind Match | Total |
|----------------|--|-----------------|-----------------|----------------|------------------|
| 1 | Purchase & Install of Historical informational/directional signage | \$25,000 | \$20,000 | \$5,000 | \$50,000 |
| 2 | Purchase of 20,000 total Brochures in English and Spanish | \$5,000 | \$5,000 | \$0 | \$10,000 |
| 3 | Video Production & Editing | \$20,000 | \$20,000 | \$0 | \$40,000 |
| Totals: | | \$50,000 | \$45,000 | \$5,000 | \$100,000 |

Grant Funds Requested:

\$50,000

Total Match Amount:

\$50,000

Project Total Budget:

\$100,000

Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

The Village will order the signs and have our staff install them at the desired locations.

The purchase of 20,000 brochures total - 10,000 in English and 10,000 in Spanish - is to ensure that each park and Village Hall has enough for distribution as requested by residents and guests.

The production of the videos will be time consuming and the ability to professionally produce these will be advantageous and allow the Village the editing tools we do not currently have at our disposal.

3. Completed Project Activities

| # | Activity Description | Date Completed | Cost Value |
|---|--|----------------|------------|
| 1 | Design of Through the Years Booklet and Printing of the Booklet for distribution | 2/6/2017 | \$4,000 |

4. Operating Forecast. - (Maximum characters 500.)

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

The Village has a Public Services Department that is charged with regular maintenance of park and non-park locations throughout the Village. This department and assigned personnel will be responsible for the maintenance of all historic informational/directional signs. This designation may change in the future, but as of now, the Public Services Department is where the budgeted expenditure for Village-wide maintenance is available.

F. Property Information Page 6 of 9

1. Property Ownership (for site-specific projects).

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application.

Does your organization own the property? *

- Yes
- No
- Not Applicable

Property Owner

Village of Palmetto Bay

Type of Ownership

- Non-Profit Organization
- Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant organization.

- Governmental Agency

2. Threats or Endangerment - (Maximum characters 1500.)

Discuss the immediate endangerment to the historic resource(s) that is the subject of the proposed project, including existing or potential short-term threats of loss or damage to the properties, site, or information, as consequence of issues such as inaction, deterioration or lack of understanding of its historical significance. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

The greatest threat to history is our inability to preserve it, to teach it, and more importantly to expose our youth to it.

Some locally identified threats, for the South Florida region, are large water producing storms, flooding, and development which can lead to habitat loss. Example; unfortunately, all remnants of the town of Peters were lost in Hurricane Andrew in 1992.

G. Protection and Impact Page 7 of 9

1. Local Protection

Indicate the level(s) of local protection currently afforded the project historic property or site and upload a copy of the local protection documents in the Support Materials section of this application.

Local Protection Level(s) *

- Local Ordinance Design Review
- Maintenance Agreement
- Other

2. Annual Visitation

What is the estimated or anticipated Annual Visitation for the project property or site?

For education products, please list the estimated annual distribution, downloads, or web hits.

7,000

What is the basis of these estimates? - (Maximum characters 200.)

This estimate is based on number of residents who walk the Village and its parks on a regular basis. This is only an estimate; we expect the true number to be larger as we will include seasonal visitors and new residents as we grow our population.

3. Anticipated Economic Impact - (Maximum characters 1500.) *

Explain the direct economic impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

We hope that these informational/directional signs and the attention brought to our community will increase the popularity of the Village; which will increase the need for more services which will directly impact our economic growth. This project will also positively impact the South Florida economy by providing work to the companies who are selected to provide these services.

4. Benefit to Minorities and the Disabled - (Maximum characters 1500.) *

Describe any direct benefit the project will have on minority groups and/or the disabled. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.)

The Village walk/bike path will be ADA accessible and compliant.

Brochures will be available in English and Spanish. They will also be available on-line for planning and home printing as desired.

Videos will have closed captioning ability.

5. Educational Benefits and Public Awareness - (Maximum characters 1500.) *

Explain how the proposed project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation.

The educational benefit of this project is the ability to spread knowledge of the Village's local history to our residents, residents of neighboring communities and all of South Florida who come for a visit. By making historic information so readily available we are able to educate everyone who comes across the signs and seeks out information about Palmetto Bay.

We also aspire to spark interest of history and inspire guests to seek out more historic knowledge of whatever may interest them. By making the informational signage along a walkable and bikeable path, this project will also encourage physical activity.

H. Support Materials Page 8 of 9

1. Non-Profit Status

2. Substitute W-9 Form

(available at DFS website <https://flvendor.myfloridacfo.com>)

| File Name | File Size | Uploaded On | View (opens in new window) |
|--------------|-----------|----------------------|----------------------------|
| VPB_2019.pdf | 1218 [KB] | 5/29/2019 4:56:06 PM | View file |

3. Documentation of Confirmed Match

Consult the program Guidelines for suitable documentation evidencing match (FLheritage.com/grants/)

| File Name | File Size | Uploaded On | View (opens in new window) |
|--|-----------|----------------------|----------------------------|
| FY 2018-2019 Budget for Historical Information Signage.pdf | 566 [KB] | 5/29/2019 4:56:06 PM | View file |

4. Letters of Support

5. Photographs

| File Name | File Size | Uploaded On | View (opens in new window) |
|--|-----------|----------------------|----------------------------|
| Chinese Bridge Trail of Palmetto Bay.pdf | 80 [KB] | 5/29/2019 4:56:06 PM | View file |

6. Representative Image

Upload a single representative image of the property or project that will be used in the application review meeting. For historic properties, this should be an image of the front of the building.

| File Name | File Size | Uploaded On | View (opens in new window) |
|--|-----------|----------------------|----------------------------|
| Newly Renovated Perrine Community House_2019.pdf | 2061 [KB] | 5/29/2019 4:56:06 PM | View file |

7. Florida Historical Marker Council Support Documents (for Historical Marker Projects only)

8. Documentation of Threat or Endangerment

| File Name | File Size | Uploaded On | View (opens in new window) |
|---|-----------|----------------------|----------------------------|
| Coastal Sea Rise Threatening Florida's Historic Resources_Article.pdf | 2105 [KB] | 5/29/2019 4:56:06 PM | View file |

9. Local Protection

Provide copies any documents that provide local protection of the project site as identified in question G1.

| File Name | File Size | Uploaded On | View (opens in new window) |
|-------------------------------|-----------|----------------------|----------------------------|
| Ordinance_DIVISION_30_150.pdf | 79 [KB] | 5/29/2019 4:56:06 PM | View file |

10. Owner Concurrence Letter (for site-specific projects only)

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. Note that, for other than site-specific archaeological projects that entail fieldwork being undertaken by an eligible applicant, the owner must be a Non-profit Organization or agency of government.

11. Optional Materials

Applicants may attach materials not specifically requested by the Division that support the application.

| File | Title | Description | Size | Type | View (opens in new window) |
|---|--|-------------|------------|------|----------------------------|
| Palmetto Bay_15 Years_Through the Years Booklet.pdf | Local Historical Booklet/Pamphlet | | 13758 [KB] | | View file |
| Conceptual Site Map_With Sites Identified.jpg | Walk Path Conceptual Site Plan with Historic Informational/Directional Signs | | 384 [KB] | | View file |

I. Review and Submit Page 9 of 9

1. Review and Submit

I hereby certify that I am authorized to submit this application on behalf of Village of Palmetto Bay and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Guidelines Certification

I hereby certify that I have read and understand the guidelines and all application requirements for this grant program as outlined under section , Florida Statutes 1A-39.001 and 1A-39.001, Florida Administrative Code.

Signature (Enter first and last name)

Jenny Polynice-Hall

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Village of Palmetto Bay | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Municipal Government | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>C</u> <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 9705 E. Hibiscus Street | Requester's name and address (optional) |
| 6 City, state, and ZIP code Palmetto Bay, FL. 33157-5606 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| or | |
| Employer identification number | |
| 0 5 - 0 5 4 1 0 6 8 | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u>2/15/19</u> |
|------------------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CAPITAL IMPROVEMENT PROGRAM

| VILLAGE-WIDE INITIATIVES | | | | | | | | | | |
|--------------------------|------------------------------------|-----------------|------------|------------------|------------------|------------------|-----------------|-----------------|--------------------|--|
| Item No. | Project Description | Required Action | Status | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 5 Year Total | |
| V1 | ID/ Branding (US-1 Lights) | Council/FPL | TBD | \$0 | \$50,000 | \$50,000 | \$0 | \$0 | \$100,000 | |
| V2 | Entry Monuments @ US1 Entry Points | Council | Programmed | \$0 | \$125,000 | \$0 | \$0 | \$0 | \$125,000 | |
| V3 | Park Entry Signs electronic | Council | TBD | \$75,000 | \$0 | \$0 | \$0 | \$0 | \$75,000 | |
| V4 | Street Design for Indigo | Council | TBD | \$0 | \$250,000 | \$0 | \$0 | \$0 | \$250,000 | |
| V5 | Green Retrofit (Green City USA) | Council | TBD | \$250,000 | \$150,000 | \$150,000 | \$0 | \$0 | \$550,000 | |
| V6 | Village-wide Capital Improvements | Admin/ Council | Programmed | \$0 | \$75,000 | \$75,000 | \$75,000 | \$75,000 | \$300,000 | |
| V7 | Branding town center | Council | Programmed | \$0 | \$35,000 | \$35,000 | \$0 | \$0 | \$70,000 | |
| V8 | Smart City Infrastructure projects | Council | Programmed | \$0 | \$150,000 | \$350,000 | \$0 | \$0 | \$500,000 | |
| SUB-TOTALS | | | | \$325,000 | \$835,000 | \$660,000 | \$75,000 | \$75,000 | \$1,970,000 | |

Chinese Bridge Trail of Palmetto Bay



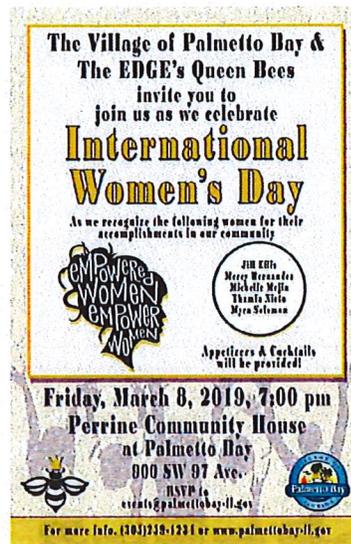
Located on SW 72nd Avenue between SW 165th Street and Old Cutler Road.

Like 3 Share

Share:

Tweet

-
-
-
-



Newly Renovated Historic Perrine Community House at Palmetto Bay Ribbon Cutting and International Women's Day Celebration Friday, March 8th

-900 SW 97th Avenue, Palmetto Bay-

FOR IMMEDIATE RELEASE:

Palmetto Bay, FL March 7, 2019 – On Friday, March 8, 2019, at 11:30 am, Palmetto Bay Mayor Karyn Cunningham and Council will cut the ribbon on the newly renovated and Historic Perrine Community House at Palmetto Bay. Later

that evening, the venue will host an "International Women's Day" Celebration honoring 5 area women of distinction.

The Perrine Community House was a public works project designed to stimulate economic development under FDR's New Deal. It served as a meeting place for the Perrine Women's Club and for a brief period, served as city hall for this area in 1948. In later years, it served as a County facility, and was leased and cared for by Chamber South until last year.

In cooperation with Miami-Dade County's District 8 Commissioner Daniella Levine-Cava, Palmetto Bay was able to lease the facility. The Village then restored and refurbished the historic structure to serve as a meeting place for civic groups, presentations and events. Mayor Karyn Cunningham is pleased with the restoration and the facility's potential:

" And so starts another chapter in the Perrine Community House's history. Like Roosevelt's new deal concept of stimulating economic development, this next chapter in her history will stimulate our community through senior and cultural arts programs, gatherings and other events as well as bringing the people closer to their local, state and national elected officials who will host office hours in the near future.

New stories to tell, new opportunities to share, new history to make as we move forward to make Palmetto Bay an even better place to live, work, learn, and play."

Just hours after the ribbon-cutting at 7 pm, the EDGE'S Queen Bees, a group that empowers women and at-risk youth, will hold it's International Women's Day celebration at the venue. Five local women will be honored for their achievements. The Village is proud to present the ceremony, which embodies the community spirit of the newly refurbished Perrine Community House at Palmetto Bay.

###

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Coastal Sea Rise Threatening Florida's Historic Resources

The Castillo de San Marcos withstood two sieges in 330 years and changed hands five times, but its latest invader – the rising Atlantic Ocean – threatens to erode the historic St. Augustine fortress. The coquina shell walls of the oldest masonry fort in the United States once absorbed cannonballs but will be susceptible to the buffetings of the sea.

On the other side of the state, Egmont Key was named one of the state's 11 most endangered places this year by the Florida Trust for Historic Preservation because rising seas threaten to submerge the island. Just outside Tampa Bay in the Gulf of Mexico, the island holds sacred significance for the Seminole Tribe of Florida, as well as the ruins of another Spanish-American era fort, but its elevation is just six feet.

"It's the first project that we've placed on our annual endangered list because it's endangered by sea level rise," said Clay Henderson, president of the trust, when the key was added to the list earlier this year.

Like the St. Augustine fort and Egmont Key, thousands of Florida's heritage sites are vulnerable to rising seas, said Henderson, executive director of Stetson University's Institute for Water and Environmental Resilience. "Jupiter Lighthouse, Fort Zachary Taylor in Key West, Fort Jefferson and Fort Pickens in Pensacola – all of these places are threatened."

"When you look at St. Augustine, the oldest city in existence in our country, and it's flooded twice in the last year, these are real threats," he said. "They're no longer academic and off in the future. They're in real time."

Growing concerns

Similar concerns are growing across the state and country as experts begin to assess what could be damaged or lost and how soon that could happen. In some places, damage already is occurring.

Federal scientists say seas in parts of Florida have risen at a rate of about a third of an inch a year over the past decade. Mid-range forecasts from the National Oceanic and Atmospheric Administration indicate seas could rise anywhere from 13 to 39 inches in Florida by 2070 and as much as 72 inches by 2100.

Native American burial mounds, antebellum mansions, cemeteries, cracker-era cabins and even examples of more contemporary but unique-to-Florida architecture could be submerged if they are not somehow salvaged.

Not everything will be saved, said Lorrie Muldowney, a trust board member and former head of Sarasota County's Historical Resources Department. "We're not going to move everything. We'll have to make choices."

Efforts to save heritage sites will compete for attention and money with the scramble to shore up roads, utilities and neighborhoods against the rising water.

A team of scientists led by David Anderson with the University of Tennessee recently analyzed an index of thousands of archaeological and historic sites across the Southeastern United States. They concluded roughly 3.3 feet of sea level rise could submerge 19,676 archaeological sites in the region.

It would result in the loss of a substantial portion of the "historic period human habitation of the coastal margin in the Southeastern United States," concluded the study, published in late November in the journal PLOS One.

The study's authors, also from Northern Kentucky and Indiana universities, added that many resources, including native American sites, might be missing from the Digital Index of North American Archaeology.

If, or when, the higher end predictions for sea level rise materialize, the number of threatened resources and historical sites rises exponentially. Florida – low, flat and surrounded by water – stands to see the biggest losses.

Neither the state nor the federal government could provide a specific list of Florida's most threatened historical resources. But the Trust for Historic Preservation cites a 2013 state study that estimated 16,015 historical resources in Florida could be affected by a 39-inch rise in sea level. That number would rise to nearly 35,000 with a six foot rise in sea level, including nearly 4,000 archaeological sites, the Trust stated.

The realization of the magnitude of resources at risk has gotten the attention of the archaeological and historic preservation communities. State and national conferences the past three years have compared challenges and strategies, exploring measures such as living shorelines, sea walls, elevation and relocation. Professionals and volunteers interested in archaeology and historic preservation have launched a comprehensive effort to document and monitor the expected impacts to known historic sites in Florida.

But while the experts say they've seen interest increase exponentially, action plans and solutions aren't materializing as quickly.

The Florida Public Archaeology Network is focusing on building partnerships with land management agencies around the state and hopes to work with cities and counties to document historical resources, said Della Scott-Ireton, associate director of the network. But at this point, she said, "there are a lot of people with their heads in the sand, even as coastal sites already are eroding."

"It's mind-boggling to me," said Scott-Ireton. "It's not about belief. It's happening."

Coastal and riverfront communities in Jacksonville have seen incremental sea level rise since the 1920s, said Adrienne Burke, executive director of Riverside Avondale, a Jacksonville nonprofit dedicated to preserving one of the state's largest historic districts. Recent studies have shown sea level has risen faster over the past decade.

"Any additional sea level rise exacerbates flooding and storm surge," she said. "It's something we need to be having discussions about and getting people prepared and asking questions about what that means for our neighborhoods."

It will have economic, environmental and social impacts, she said. "I feel like at this point there are more questions than answers."

So far, the chief strategy seems to be "abandonment in place," said Sarah Miller, northeast/east Central Florida regional director for the Archaeology Network. She's based at Flagler College in St. Augustine, one of the network's eight locations around the state.

Location, location, location

Many of Florida's resources are vulnerable because the state's cultural and architectural history is so closely associated with its seas, bays, rivers and other waterways.

Prehistoric tribes, European explorers, plantation owners and territory-staking pioneers settled near the shores. They fished the estuaries and traveled by dugout canoes, sailboats or steamships, relying on waterways as their highways long before roads and railways traversed the peninsula.

"If we think back historically, those waterways would have been routes of communication and resource-rich places that would have made a lot of sense to have population close to them," said Paul Backhouse, tribal historic preservation officer for the Seminole Tribe of Florida and director of its Ah-Tah-Thi-Ki Museum.

"Even today, our densest populations are close to coastlines and it was no different in the past with Native American society," Backhouse said.

Two years ago, in a downtown Pensacola neighborhood, local historians and archaeologists uncovered evidence confirming the remains of the oldest multi-year European settlement in the United States. Don Tristan de Luna founded the Spanish colony in 1559, six years before St. Augustine was established. The ill-fated settlement was hit by a hurricane a month into its existence, sinking its six ships just five weeks after the 1,500 settlers arrived. The settlement survived only two years.

Now, as sea levels continue inching higher, historians wonder what damage future hurricanes could wreak on other historical resources. Already the experts say they see increased damage from higher tides with passing storms and seasonal high tides.

The projected number of at-risk historic sites mentioned in the various studies doesn't factor in storm surge, said Sara Ayers-Rigsby, a Florida Public Archaeology Network director at Florida Atlantic University.

Surging seas

When Hurricane Matthew and Hurricane Irma struck within 11 months of each other in 2016 and 2017, seawater surged into St. Augustine, washed up to the lighthouse on Egmont Key, and impacted other historic properties around the state.

Matthew was a wake-up call for many Floridians, but especially in St. Augustine, said Leslee Keys, director of historic preservation and special initiatives at Flagler College. Water swirled up through the breezeways in the Hotel Ponce de Leon.

When Irma arrived 11 months later, folks in historic downtown St. Augustine were ready, Keys said, rigging handmade door dams to help keep the water out.

South of St. Augustine, Fort Matanzas has been closed for much of the past 16 months. The fort itself is undamaged, but storm surge from the two hurricanes, Matthew and Irma, heavily damaged the ferry docks where boats take visitors to the tiny, historic fort on Rattlesnake Island.

Surge impacts also have been seen at Fort Pickens on the northern Gulf coast and the nearby Gulf Island National Seashore. The seashore includes remains of a Native American site, a Civil War battlefield and the Persidio Isla De Santa Rosa, a Spanish settlement built in the Pensacola area after the area was recaptured from the French. The settlement existed from about 1722 to 1750.

Despite already being submerged, the state's many shipwrecks also are vulnerable.

"We think because they are already submerged we don't have to worry about that," said Miller. But rising water temperatures and increases in salinity caused by rising seas could expedite deterioration of the sunken vessels, she said. For archaeologists checking on wrecks, "no-compression dives will become compression dives."

Three shipwrecks identified as belonging to the de Luna party were recovered in 1992, but changes in salinity or turbulence can impact the ships. After Hurricane Matthew, Ayers-Rigsby said archaeologists discovered a shipwreck near St. Augustine shifted about 1,000 feet.

Aside from storm surges, nuisance flooding from random higher-than-normal tides or heavy rainfall is occurring more often, Keys said. In St. Augustine, the city is working "very hard to try to repair the storm drains," she said, and talking about adding a resiliency action plan to its historic preservation plan.

Cemeteries may prove to be an especially heartbreaking challenge for historians. At least 630 historic cemeteries are in perilous locations, considered threatened by increasing storm surges.

Some cemeteries possibly could be salvaged, Keys said. She participated in a Kentucky project to relocate a Revolutionary War-era graveyard and another from the post-Civil War period to make space for new highways. The wooden coffins had deteriorated and could not be moved, she said. "We took the bones out and re-interred them."

'Hard truths'

With the encroaching water threatening billions of dollars of infrastructure and thousands of homes, historic preservation experts know challenging decisions will be made in the years to come.

It will require facing "some hard truths," said Linda Stevenson of Bradenton, a preservation architect whose projects have included circus magnate John Ringling's home in Sarasota (Ca' d'Zan) and the historic train depot in Venice. "We have to figure out how to best invest our resources."

Resiliency is an important part of the conversation, said Burke of Riverside Avondale, but the fixes are going to get "really complicated" given the long-held standards and regulations used by the historic preservation community for grant eligibility and historic integrity. For example, elevating a structure to make it more resilient changes its historical integrity and its relationships to the buildings around it, she said. But the alternative might be losing the building entirely.

"There's a lot of debate around that in the historic preservation world right now, she said. Some communities have built an entire economy around their historic districts, she said. If those districts start changing, will the tourists still visit?

At Canaveral National Seashore, a barrier island along the scenic Mosquito Lagoon, the park is working with Linda Walters of the University of Central Florida on shoreline restoration efforts, said Kristen Kneifl, resource management specialist. The park also works with its Southeast Archaeological Center, she said, to study and document prehistoric Native American middens such as Turtle Mound and Castle Windy, as well as other historic sites, and develop methods of protection.

The Florida Park Service also approaches the issue on a case-by-case basis and does not have a comprehensive list of the resources at risk, said Jason Mahon, a spokesman for the Department of Environmental Protection. In each park's unit management plan, parks staff identify projects that would help with our coastal resiliency," Mahon said. "That's one of the ways we would address that growing issue."

The Seminole Tribe of Florida is very much involved with the statewide efforts, said Backhouse. The vast majority of archaeological sites across the Southeast are Native American, he said, and the region covers much of the historic homeland of the tribe. "The area we're concerned about isn't just Florida, Alabama and Georgia, it's all the way up to Tennessee," he said. "It's the entire southeastern United States."

The tribe has been very public about its interests at Egmont Key, where hundreds of captured Seminoles were held during the Seminole Indian Wars. The key has been at the forefront of the Tribe's conversations about sea level rise because of its significance in history, said Backhouse. Tribal members "were kind of dumped on the island and left to fend for themselves."

Within the next 50 to 75 years, much of Egmont Key could be submerged, he said, its memories alive only in the stories retold by tribal elders. "We want the next generation of tribal elders to know what happened on this island," he said.

Documenting history

Anderson and the scientists who collaborated with him on the new study called for development of a comprehensive database that includes information by state, federal, tribal and local government agencies to identify and create a triage system for the region's cultural resources.

They suggest consideration be given to relocating or building protective barriers for monuments such as the Castillo de San Marcos and Fort Matanzas. "Delay in thinking about these matters and in seeking solutions accomplishes nothing," the authors warn.

The Archaeology Network is not waiting. The 20 archaeologists working in the program across the state have launched a massive effort to get the sites that could be in the path of the creeping sea confirmed and documented, training citizen scientists to observe and report their findings. The network is connected through the state university system and tries to work in partnership with public land management agencies, such as the state and federal park service and water management districts.

More than 200 volunteers have been trained to assist in the efforts, including a group with the Seminole Tribe. Participants visit known archaeological sites and record what they see. They're collecting hundreds of reports, building a baseline to be shared with the state, for the Florida Master Site File kept by the state Division of Historical Resources.

"Literally just having photos is one of the most helpful things," said Ayers-Rigsby. "Are there artifacts washed out? Are there sections that look like they've been washed away?"

Volunteers also are expected to answer several questions, said Jeff Moates, the network's west central director at the University of South Florida.

"Is there anything left?"

"Are there any human remains visible or present?"

In Manatee County, Moates considers Indian middens and burial mounds near De Soto National Memorial, which commemorates the 1539 landing of Hernando de Soto, to be especially endangered. Other endangered sites include Perico Island, Emerson Point, Terra Ceia Island and the runaway slave settlement of Angola on the Manatee River.

The effort to document the historic sites also includes checking to see if the site is mapped in the right place. Miller said some sites recorded 50 or more years ago have never been revisited.

A site "may be described as being 40 meters from a road that is no longer there," said Ayers-Rigsby.

Regardless of its location, after an archaeological site is confirmed and recorded by the network and its volunteers, eventually a decision will have to be made as to whether to excavate it and save its contents, or leave its fate to the rising waters.

History goes high-tech

Morris Hylton III, director of the historic preservation program at the University of Florida's College of Design, Construction and Planning, is preparing for the day when many of the state's historic structures could be lost.

Hylton is documenting buildings for posterity, using technology from another UF endeavor. The Florida Department of Transportation provided a grant to UF's GeoPlan Center to create laser-scanned aerials of the state's coastlines mainly to document roads and bridges, and then to run models indicating how sea level rise could affect that infrastructure. Hylton capitalized on that technology for what is being called the Resilient Communities Initiative.

In February 2016, he laser-scanned a five-block area of Cedar Key from ground level, documenting historic structures from as far away as 150 meters with an accuracy of 2 to 4 millimeters. Using the data, he created three-dimensional, model images that he graphically "flooded" to determine the "vulnerability" of those assets. In September 2016, those projections proved to be precisely accurate when Hurricane Hermine submerged the same area.

The technology will enable preservationists to create 3-D records of historic buildings that cannot be relocated, Hylton said. He has used it to document temples in Thailand and Myanmar and other historic buildings in the United States such as Steinway Hall in New York City. At a national historic preservation conference in Annapolis in the fall, Hylton showed the effects of flooding on the main street in Annapolis, home of the United States Naval Academy, established in 1845.

In South Florida, Hylton recently scanned the stone breakwater barge behind Vizcaya, the historic estate on Biscayne Bay of tycoon James Deering, and the façade of the mansion. Other Florida venues on his to-do list include St. Augustine, Key West and other areas where historic structures may succumb to rising waters.

The data could be used to construct exact replicas or, through virtual reality devices, to recreate structures as images so that future generations can "experience them."

It won't be the same as walking through an old fort or other historic building, he said. But it will be preferable to having no record at all.

Tom McLaughlin contributed to this report.

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DIVISION 30-150. - HISTORIC PRESERVATION⁽⁶⁾

Footnotes:

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Editor's note— Ord. No. 2012-14, § 2, adopted July 9, 2012, amended Div. 30-150, in its entirety, to read as herein set out in §§ 30-150.1—30-150.12. Prior to inclusion of said ordinance, Div. 30-150 pertained to similar subject matter. See also the Code Comparative Table.

Sec. 30-150.1. - Declaration of legislative intent.

It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of properties of historical, cultural, archeological, paleontological, aesthetic and architectural merit are in the interests of the health, prosperity and welfare of the people of Village of Palmetto Bay. Therefore, this division is intended to:

- (a) Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, landscape features, paleontological and archeological resources of sites and districts which represent distinctive elements of the county's cultural, social, economic, political, scientific, religious, prehistoric and architectural history;
- (b) Safeguard the village and Miami-Dade County's historical, cultural, archeological, paleontological and architectural heritage, as embodied and reflected in such individual sites, districts and archeological zones;
- (c) Foster civic pride in the accomplishments of the past;
- (d) Protect and enhance the village's attraction to visitors and the support and stimulus to the economy thereby provided; and
- (e) Promote the use of individual sites and districts for the education, pleasure and welfare of the people of Village of Palmetto Bay.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.2. - Definitions.

For the purpose of this division, the terms below shall be defined as follows:

Archeological or paleontological zone. An area designated pursuant to Section 16A of Miami-Dade County Code of Ordinances, which is likely to yield information on the paleontology, history and prehistory of Village of Palmetto Bay and Miami-Dade County based on prehistoric settlement patterns in Miami-Dade County as determined by the results of the Miami-Dade County historic survey. These zones will tend to conform to natural physiographic features which were the focal points for prehistoric and historic activities and paleontology.

Certificate of appropriateness. A certificate issued by Miami-Dade County permitting certain alterations or improvements to a designated individual site or property in a designated district.

Certificate to dig. A certificate that gives permission for certain digging projects that may involve the discovery of as yet unknown or known archeological or paleontological sites in an archeological or paleontological zone. This certificate is issued pursuant to Section 16A of the Miami-Dade Code of Ordinances.

Certificate of recognition. A certificate issued by the board recognizing properties designated pursuant to this division.

Demolition. The complete constructive removal of a building on any site.

Designated property. A property which has received historic preservation designation by the National Historic Register, State of Florida, or Miami-Dade County.

Districts. A collection of archeological or paleontological sites, buildings, structures, landscape features or other improvements that are concentrated in the same area and have been designated as a district pursuant to Section 16A of the Miami-Dade Code of Ordinances.

Exterior. All outside surfaces of a building or structure.

Guidelines for designation. Criteria pursuant to Section 16A of the Miami-Dade Code of Ordinances to be used by staff in determining the validity of applications for a regular certificate of appropriateness and any certificate to dig and to establish a set of guidelines for the preservation of buildings in South Florida.

Historic preservation board. An advisory board as created by this division as described in section 30-150.3.

Historic survey. A comprehensive survey compiled by the Historic Preservation Division of the Miami-Dade County Office of Community and Economic Development involving the identification, research and documentation of buildings, sites and structures of any historical, cultural, archeological, paleontological or architectural importance in Miami-Dade County, Florida.

Individual site. An archeological site, a paleontological site, building, structure, place or other improvement that has been designated as an individual site pursuant to this division. Pursuant to Section 16A of the Miami-Dade Code of Ordinances, interior spaces may be regulated only where a building or structure is a designated individual site and where its interiors are specifically designated.

Landscape feature. Any improvement or vegetation including, but not limited to outbuildings, walls, courtyards, fences, shrubbery, trees, sidewalks, planters, plantings, gates, street furniture and exterior lighting.

National Register of Historic Places. A federal listing maintained by the U.S. Department of the Interior of buildings, sites, structures and districts that have attained a quality of significance as determined by the Historic Preservation Act of 1966, as amended.

Ordinary repairs or maintenance. Work done to prevent deterioration of a building or structure or decay or of damage to a building or structure or any part thereof by restoring the building or structure as nearly as practicable to its condition prior to such deterioration, decay or damage.

Owner of a designated property. As reflected on the current Miami-Dade County tax rolls or current title holder.

Regular certificate of appropriateness. A regular certificate of appropriateness shall be issued Miami-Dade County for all designated properties, based on the guidelines for preservation pursuant to Section 16A of the Miami-Dade Code of Ordinances.

Undue economic hardship. Failure to issue a certificate would place an onerous and excessive financial burden upon the owner that would amount to the taking of the owner's property without just compensation.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.3. - Creation and membership of advisory board.

There is hereby created a historic preservation board, as an advisory board for the village.

- (a) The historic preservation board shall consist of five members, each member of the village council shall appoint one member; the mayor shall appoint the chairperson of the board; and all members confirmed by the village council, as a whole.

- (b) The board shall be comprised of architects, planners, archeologists, historians, art historians, historic preservationist. One member of the advisory board by virtue of the civic involvement or concern for historic preservation may be appointed to the advisory board.
- (c) It is intended that members of the historic preservation board established by this section shall be persons of knowledge, experience, mature judgment, and background, having ability and desire to act in the public interest and representing, insofar as may be possible, the various special professional training, experience, and interest required to make informed and equitable decisions concerning conservation and protection of the physical environment.
- (d) The term of office of membership shall be a term of two-years for each member. Members shall be eligible for reappointment. Terms shall not automatically renew. Each advisory board position shall expire at the end of the two-year term and shall remain vacant until reappointment or selection of new advisory board member occurs.
- (e) Any vacancy occurring on the advisory board shall be filled by the mayor and village council for the remainder of the unexpired term.
- (f) Special advisors may be appointed by the mayor and village council upon recommendation by the historic preservation board.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.4. - Powers and duties of board.

The village recognizes through the county's home rule authority that the designation of any property, creation of any district or listing, and the issuance of the any certificate is preempted by Miami-Dade County. The village's historic preservation board shall serve as a supplementary advisory board which has the authority to forward recommendations to the mayor and village council with whom shall have the authority to issue recommendations to the appropriate board/agency of Miami-Dade County. The historic preservation board shall have the following enumerated powers and duties:

- (a) Recommend designation of individual sites, districts and archeological and paleontological zones to the mayor and village council.
- (b) Recommend to the mayor and village council properties for designation as historic landmarks and historic landmark districts.
- (c) Recommend approval or denial of certificates of appropriateness pursuant to this division and the requirements of Miami-Dade County.
- (d) Recommend to the mayor and village council whether a historic landmark destroyed by fire or other natural disaster should be reconstructed. If so, the advisory board may recommend to the village that an exception to the zoning code be granted.
- (e) Make recommendations to the mayor and village council concerning the transfer of development rights on sites designated under this division.
- (f) Increase public awareness of the value of historic conservation by developing and participating in public information programs.
- (g) Make recommendations to the mayor and village council concerning the utilization of grants from federal and state agencies or private groups and individuals, and utilization of village funds to promote the preservation of archaeologically, historically and aesthetically significant sites, districts and zones.
- (h) Approve historic markers and plaques and issue recognition to designated historic landmarks and historic landmark districts within the village.
- (i) Advise the village on all matters related to the use, administration and maintenance of village-owned designated historic landmarks and historic landmark districts.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.5. - Standards for review.

Review criteria and eligibility for all recommendations issued by the advisory board shall be pursuant to Section 16A of the Miami Dade Code of Ordinances.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.6. - Procedures for designation.

Applications for historic preservation, whether reviewed by the advisory board or the council, shall be consistent with Section 16A of the Miami Dade Code of Ordinances. Any recommendation of the advisory board shall be forwarded to the village council for their consideration. Final recommendation by the council shall be forwarded to the appropriate board/agency of Miami-Dade County.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.7. - Appeals.

As both the advisory board and the village council act as advisory groups to the Miami-Dade County review for historic preservation, appeals of the Miami-Dade County decision shall be pursuant to the county's regulations relating to same.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.8. - Enforcement of maintenance and repair provisions.

Where the historic preservation board or board's staff determines that any improvement within a designated historic landmark or historic district is endangered by lack of maintenance and repair, or that other improvements in visual proximity to an historic landmark or historic landmark lack maintenance and repair to such an extent as to detract from the desirable character of the historic landmark or historic landmark district, it shall request appropriate officials or agencies of the village to require correction of such deficiencies under authority of applicable laws and regulations.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.9. - Unsafe structures.

In the event the building official determines that any structure within a designated historic landmark or historic landmark district is unsafe pursuant to the *Florida Building Code*, he or she shall immediately notify the historic preservation board with copies of such findings. Where reasonably feasible within applicable laws and regulations the building official shall endeavor to have the structure repaired rather than demolished and shall take into consideration any comments and recommendations by the advisory board. The advisory board may take appropriate actions to effect and accomplish preservation of such structure, including, but not limited to, negotiations with the owner and other interested parties, provided that such actions do not interfere with procedures in the *Florida Building Code*.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.10. - Economic incentives.

It is the policy of the village to assist the owners of historic properties to obtain applicable state and federal tax benefits for preserving historical properties. The board's decision on an application for a certificate of appropriateness shall be based upon an evaluation of the compatibility of the physical alteration or improvement with surrounding properties and, where applicable, compliance with the following:

- (a) The Secretary of Interior's Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as revised from time to time; and
- (b) Other guidelines/policies/plans adopted or approved by resolution or ordinance by the village.

(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.11. - Penalties for offenses.

Any person who carries out or causes to be carried out any work in violation of this division and Miami-Dade County, Chapter 16A, shall be required to restore the subject improvement, landscape feature, or site, either to its appearance prior to the violation or in accordance with a certificate of appropriateness approved by Miami-Dade County. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty otherwise provided under state law.

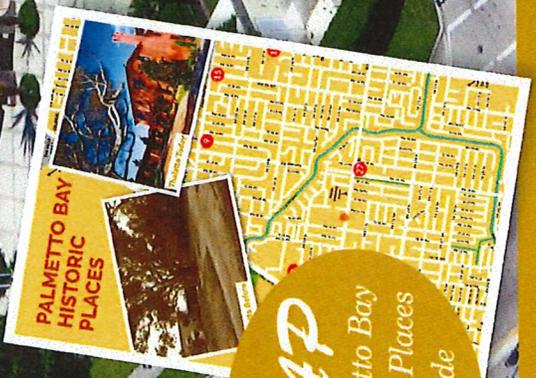
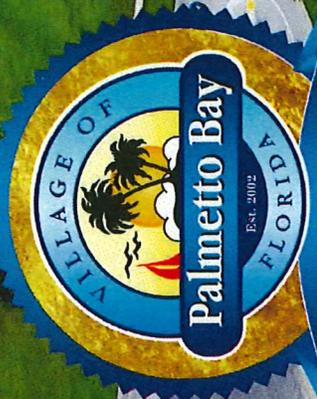
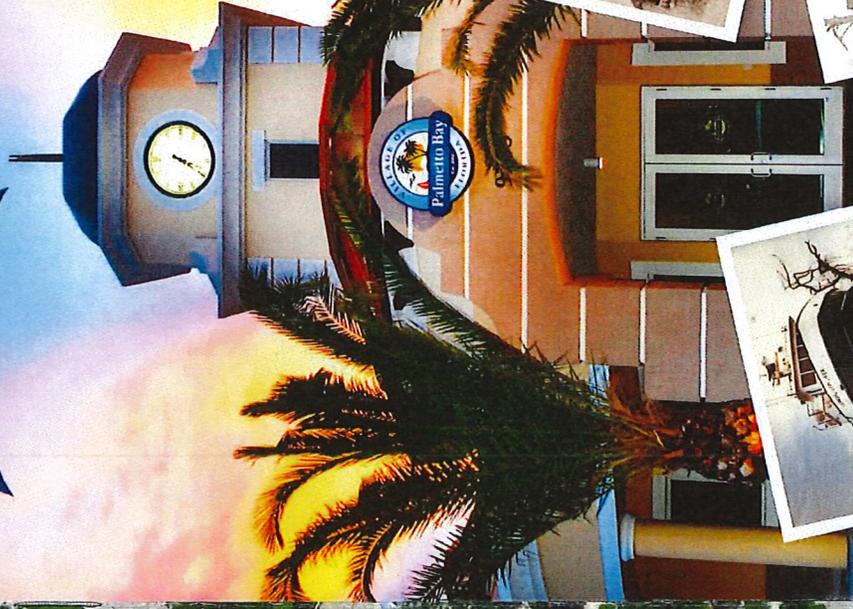
(Ord. No. 2012-14, § 2, 7-9-2012)

Sec. 30-150.12. - Legislative review.

This section shall stand repealed on October 1, 2014, unless reviewed and saved from repeal through reenactment by the mayor and village council.

(Ord. No. 2012-14, § 2, 7-9-2012)

THROUGH THE YEARS



MAP
of Palmetto Bay
Historic Places
Inside

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THE THREE FOUNDING TOWNS OF PALMETTO BAY

The historical beginnings of Palmetto Bay start with three towns: Cutler, Peters, and Perrine.

In 1838, the horticulturalist Dr. Henry Perrine attempted to introduce settlers and tropical plants into the area, but died before realizing his goal. While his family pursued his claim of the Perrine Land Grant for decades, settlers moved onto the coastal land. One of the first was Dr. William Cutler, who recruited farmers and businesspeople to the northern boundary of the land grant. Most of the settlers quickly departed due to the extreme hardship of farming in the area, but one, William Fuzzard, stayed and founded a town he named after Dr. Cutler. Fuzzard cut the first overland road between Cutler and Miami, now called Old Cutler Road, built a dock, the remnants of which are still visible in the bay, and established the town. Cutler grew quickly, thriving on exporting tropical crops and trading with Native Americans. At its height, 300 people lived in Cutler, the ruins of which are now in Deering Estate. An early pioneer was Fanny Mitchell, an elderly widow, who secured a property deed from the Perrine Land Grant by planting the required tropical crops and building a house. Her land is located at east of Old Cutler Road on 144 Street.

As Cutler was growing, Thomas Peters, a resourceful farmer and businessman, set up his tomato growing and packing business near what is

now US 1 between 184 and 186 Streets. Peters grew tomatoes in the lowland prairie between the high ridges of Cutler and Perrine. He built a wood rail track to Cutler to ship his crops by boat from Fuzzard's dock. In the early 1900s, Henry Flagler extended his Florida East Coast Railroad (FEC) on high ground inland from Cutler by four miles. Part of the reason was to preserve the bayfront for wealthy landowners, like Commodore Monroe, free of the hustle and bustle of commerce and travelers.

Today, the busway next to U.S. 1 occupies the FEC right of way. Cutler quickly withered away, as residents moved to the train stop called Perrine, located in what is now the commercial area of Palmetto Bay on U.S. 1 and Franjo Road. Perrine grew rapidly, shipping tomatoes, pineapples, guavas, pineapples, and other tropical crops by train to Key West and Miami. As a Southern town, Perrine was segregated in that whites lived on the east side of the tracks, while African-Americans lived on the west. When Perrine incorporated as a municipality in 1948, it disincorporated the next year due to an African-American being elected mayor. It was not until the late 1990s that residents of Perrine west of US 1 united to fight for incorporation as the Village of Palmetto Bay, which was accomplished in 2002.

WELCOME TO OUR HISTORIC LANDMARKS

1 Virgin Coastal Tropical Hardwood Hammock at Deering Estate 16701 SW 72 Ave.

The grounds at the Deering Estate have what is thought to be the largest virgin coastal tropical hardwood hammock in the contiguous United States. The total area, including the land developed by Deering and the historic town of Cutler, totals 44.4 acres. Most of this is now a preserve. The habitat includes pine rockland, coastal mangrove forest, salt marshes, freshwater wetlands, upland hardwood hammocks, coastal dune island, as well as sea life in Biscayne Bay—all important and unique ecosystems. The land is considered endangered and is maintained by a full time staff with accessibility by researchers, students of all ages, and scientists. This hammock provides habitat for 89 species of flora and fauna deemed endangered or threatened.



2 Tequesta Burial Mound Deering Estate • 2000-1700 BCE

Our area is rich with evidence of settlements by the earliest Native American people—the Paleo-Indians, Tequesta and Seminoles—with known archaeological sites on the Deering Estate, including the Cutler Fossil Site, Cutler Midden and Tequesta Burial Mound. The Tequesta, best known for the evidence of their structures at the Miami Circle, established a large settlement here from 2,000 – 1,700 BCE because of the natural high ground, fresh water springs, marine resources, food, and shelter in the hammocks. There is evidence that the Tequesta and their ancestors may have had an active role in developing tree islands which support upland ecosystems of the Everglades. The Tequesta taught the early settlers how to harvest starch from the native cocofe plant.



3 Perrine Land Grant Marker in Palmetto Bay Dog Park, 16425 S. Dixie Hwy.

While U.S. counsel to Campeche, Mexico, noted physician and horticulturalist Dr. Henry Perrine collected tropical plants and seeds to introduce into South Florida. In 1838, he lobbied Congress for a grant of land with which he planned to use as a plant introduction station. While waiting on Indian Key for his grant to be surveyed, he was killed in an attack by the Seminoles. His family escaped and later successfully petitioned the government to have the grant transferred to the shores of Biscayne Bay. This land eventually became the communities of Cutler, Perrine, Peters, Rockdale, Palmetto Bay, and Cutler Bay. As a condition of the grant, exotic trees and plants were distributed to and planted by settlers on the grant, contributing to the development of agriculture in the area.



The Perrine Family, left to right: Sarah Ann Perrine Rogers, Henry Perrine, Jr., Hester, Marie Perrine Walker, 1870.

Photo credits: FloridaMemory

HISTORIC LANDMARKS

4 Cutler Road (Original)

In Deering Estate • Built 1883

*The original Cutler Road
in Deering Estate*

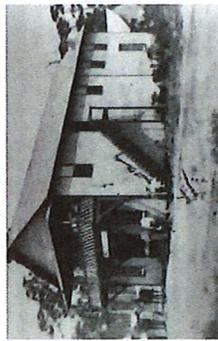
Originally called Cutler Road, then Ingraham Highway, Old Cutler Road was formally named in 1935. The road was a path cut by William Fuzzard in 1883 between his property, which became part of the town of Cutler, and Coconut Grove. The road was moved twice, once by Charles Deering in 1918 to run outside his property west of the stone fence, now 72nd Ave. The second time was in 1935, when it was moved to the west of Fairchild Gardens. The original path followed the Atlantic Coastal Ridge, which was above water during the annual rainy season. Cutler Road was the first overland route between Miami and South Dade. It was designated a state historic highway in 1974.

5 Town of Cutler

In Deering Estate • 1875-1914

*East line of Perrine grant,
Addison Hammock, 1916.
Photo credit: Florida Memory*

In 1875, Henry E. Perrine, the son of Dr. Perrine, came to the area to settle the land that Congress had granted to the family. He sold 20 acre lots to settlers, who were required to build houses, clear an acre of land, and plant tropical crops. After a few months of hardship, he abandoned the township. In 1883, Dr. William Cutler of Massachusetts bought 600 acres for \$1.25/acre on the north side of Perrine Land Grant with two miles of waterfront. Eventually, more than a dozen settlers arrived, but all eventually left but one, William Fuzzard, a young man from Massachusetts. Fuzzard established a coontie mill, built the first



Moody and Brown Store, Cutler's first general store. Photo credit: Mitchell Family Collection

road from his property on Biscayne, raised his family, built a post office, and became post master. He named the town Cutler in honor of the first settler. He raised pineapples, tomatoes, guavas, and mangoes. By 1895, 20 families lived in Cutler. They raised crops, traded with Native Americans, and operated sailboats between Key West and Miami. Legal issues arose over their ownership of the property, due to the unsettled land claim of the Perrine Family. The families formed a Squatter's Union, and eventually with the assistance of Dr. Cutler, settled with the Perrine family for deeds to their property in 1898. Fuzzard built a long dock, and the town of Cutler was laid out. By 1899, Cutler had a church, school, sawmill, boarding house, general store, shoemaker, and daily mail service. In 1914, Dr. Richmond built an inn, which attracted businessmen, tourists, and settlers. Folks from the new town of Peters at the railroad stop four miles west would travel to Cutler on weekends for swimming and fish fries. The demise of the town came within two decades and coincided with the extension of the Florida East Coast Railroad to Perrine, which is now downtown area of Palmetto Bay. Cutler School closed in 1908 after most of the students moved to Perrine. Eventually, Charles Deering bought the town of Cutler for his Deering Estate, where the ruins of Cutler can be found.

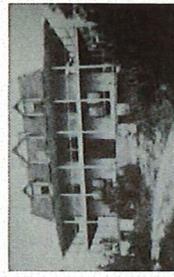


Mrs. William Fuzzard (left) standing in front of the first Cutler post office, 1896. Photo credit: Jean Taylor Collection, HistoryMiami.

6 Richmond Cottage

16701 SW 72 Ave • Built 1896

Dr. Samuel H. Richmond built the two-story home of Dade County pine in 1896 overlooking Biscayne Bay in the town of Cutler. A large third story was added in 1900 and opened as Richmond Inn, the first commercial lodging between Coconut Grove and Key West. It



Second Richmond Cottage. Photo credit: Jean Taylor Collection, HistoryMiami

was constructed on the edge of the Indian Hunting Grounds. Managed by Edith Richmond, it had the amenities of a telephone and was close to the Cutler dock where local produce of tomatoes, pineapples, guavas and citrus were shipped. Everything changed when Henry Flagler opted to build his railroad in Perrine, resulting in the inn closing in 1915.

Charles Deering bought the cottage in 1916, transforming it into his winter residence with removal of walls to create large bedrooms, a library, a dining area and a parlor. The cottage is the last remaining structure of the town of Cutler, and one of the oldest wooden structures in Miami.

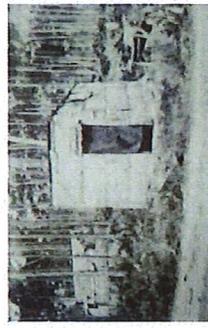


Richmond Inn (Cottage) today

7 Town of Peters

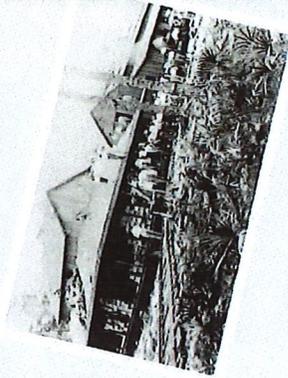
SW 184 St - 186 St • 1896 - 1948

The town of Peters, no longer recognized, was named after the "Tomato King," Thomas J. Peters, who moved to this area, SW 184 St. - 186 St., in 1896. His success with growing tomatoes, utilizing fertilizers, devising packing, and shipping to keep produce fresh ultimately created the first "company town."



Thomas J. Peters first house. Photo credit: Jean Taylor Collection, HistoryMiami

In 1902, he built a wooden track railroad pre-dating Henry Flagler's railroad. Rail cars were pulled by mule from Peters to Cutler four miles away in order to ship the tomatoes, then return to Peters with fresh water. Flagler's railroad was built running through Peters. Tom Peters's residence was located east of U.S. 1 in the area now known as Bel Aire. All remnants of the town of Peters were lost in Hurricane Andrew in 1992. Peters was annexed to neighboring Perrine in 1948.



Peters's tomato packing house. Photo credit: Perrine.gssifes.com



Town of Peters Historic Marker at SW 183 St. and U.S. 1

HISTORIC LANDMARKS

8 Fuzzard's Dock and House

End of Royal Palm Drive Trail • 1890s-1910s

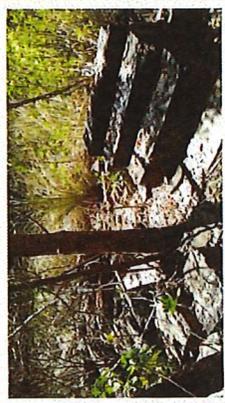
At the end of Royal Palm Drive Trail in the Deering Estate North Preserve Addition are the ruins of Fuzzard's Dock and House. Dating from 1898, the bridge pilings on the shore of Biscayne Bay mark the spot where William Fuzzard, the second settler of Cutler, built a 300-foot dock to receive supplies for the town of Cutler and ship out agricultural products to Key West and Miami. The road to the dock from Fuzzard's home was lined with a double row of royal palms, a present from friendly Native Americans, who traded with Fuzzard. Fuzzard's house was built on a ridge a short distance away with concrete blocks, some of which still remain on the site. The concrete stairs to the house are a reminder of the prosperous town of Cutler that faded away when the railroad bypassed it. It was Fuzzard who named the first town in South Dade in honor of Dr. William Cutler.



Fuzzard's Dock.
Circa 1900.
Photo credit: Jean Taylor
Collection, History/Miami



Historic pilings of Fuzzard's Dock, 2017



Concrete stairs and blocks from
the ruins of Fuzzard's house

9 Oolitic Limestone Fence

152 St. between 82 and 87 Aves. • Built approx. 1900

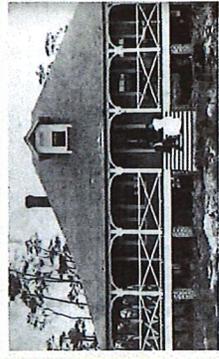
Oolitic limestone fences, found in several places in Palmetto Bay, were built as dividing structures between farms and fruit groves. Today, the farms and groves have been subdivided into housing developments, but the fences remain. The oolitic limestone was created 100,000 years ago when silt, sand, and shells were deposited in layers at the bottom of a shallow sea covering this area. The Atlantic Coastal Ridge, upon which Palmetto Bay is located, was formed as shore currents deposited tiny spherical limestone bits, which over time formed a rock known as Miami oolite. Miami oolite is white to gray, embedded with small pieces of fossils, corals, algae, quartz sand, and limy sandstone. The oolitic limestone in this fence was probably quarried locally, with irregularly-shaped rocks or square blocks cut out of bedrock, which were then layered upon each other. The lake in Palmetto Bay Dog Park originated as a limestone quarry, while the canals traversing the village yielded more limestone for construction.



10 Town of Perrine

Approx. 184 St., 174 St., 102 Ave., and 97 Ave
1903-1949

The town of Perrine was named after Dr. Henry Perrine, who was granted land in South Florida in 1839 to introduce new plants from tropical countries. Dr. Perrine was killed in Indian Key during the Second Seminole War, but his family escaped and claimed the land grant. In the following decades while the grant was being disputed, squatters moved into the area. Eventually, the squatters received 40 acres each from the grant and planted exotic plants, as required by the grant. When the railroad came through in 1903, a post office was opened, and Perrine became a supply and office camp. The arrival of the railroad made Perrine a permanent settlement, and Cutler, the first town in the area four miles east of the railroad, disappeared. Until World War II, Perrine was a railroad warehouse stop, which shipped agricultural produce, especially tomatoes, grown on the surrounding prairie land. Streets named for people and plants were laid out parallel to the FEC tracks, and later on a grid pattern, creating triangle lots in what is now downtown Palmetto Bay. From its beginning, Perrine was racially segregated with African-Americans living west of the tracks and whites east. Perrine incorporated as a municipality in 1948, but when an African American was elected mayor, the white city council and first mayor, a white man, asked the legislature to dissolve the city the next year. West Perrine continues as a neighborhood in unincorporated Miami-Dade County, while East Perrine has been absorbed into Palmetto Bay.

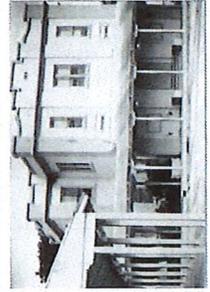


Railway section foreman's house in Perrine, 1904.
Photo credit: Jean Taylor Collection, History/Miami

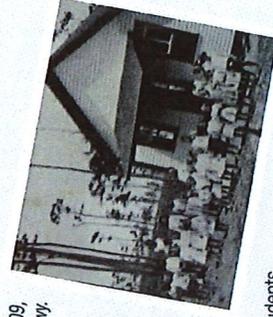
11 Perrine School

Built 1909, 1916, and 1978

In 1909, Perrine School opened at Hibiscus and Guava on Dixie Hwy. Originally a one-room school, it added another room and a teacher in 1914. In 1916, a larger school opened on Holcomb and Perrine Ave. This school had two stories, a gym, and a theater. Each class had 20-30 students. It survived until 1978, when it was demolished, and students moved to a new Perrine School on 168th St. Today, it is an academy of the arts, as well as an elementary school serving 802 students.



Second Perrine
School, Built
1916, Holcomb
and Perrine Ave.

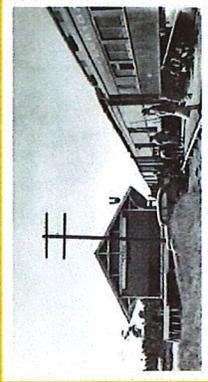


First Perrine School, Built 1909,
Hibiscus, Guava, and Dixie Hwy.



Third Perrine
School, Built 1978,
8851 SW 168 St.

FEC railroad station, Perrine,
1935. Photo credit: FloridaMemory

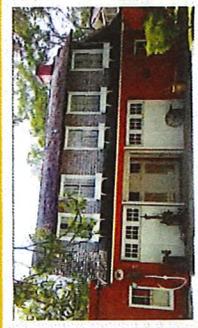


HISTORIC LANDMARKS

12 Carriage House at Deering Estate

16701 SW 72 Ave. • Built 1916

The beautiful carriage house was built in 1916 as a masonry version of a shingle style cottage with the upper floor dominated by an extended dormer with five bay windows. This construction technique is an attempt to strengthen the structure and protect the upper floor from water as well as insects, which has been successful. This building is currently used for art studios.



Power House at Deering Estate

16701 SW 72 Ave. • Built 1916

This outbuilding was constructed in 1916. The power house is essentially a masonry barn with gable ends and deep overhangs. The structure is entered cross-axially on center, flanked by paired window sets. The interior is vented by an elongated cupola, clad in shingles. Like its neighboring structures on the Estate, the construction is probably stone, stuccoed, and finished with lime-based paint. It is used today for offices and a maintenance barn.



Pump House at Deering Estate

16701 SW 72 Ave. • Built 1916

Originally constructed in 1916, the pump house is an example of Charles Deering's effort to create a self-sufficient homestead. This also continued his plan of fireproofing the property to protect his art, extensive library and furnishings. Approximately 3 x 6 ft. vertically proportioned windows are on the east half of the stucco structure. Today it is used as an educational center for children and public restrooms.



13 People's Dock

End of SW 72 Ave. at Biscayne Bay
Built 1916-1918



People's Dock at its height of shipping in the 1910s.
Photo credit: Mitchell Family Collection

This path leading to People's Dock also served as a lover's lane.

Chinese Bridge

Chinese Bridge Road (SW 72 Ave.) • Built 1918

In 1918 Charles Deering constructed the Chinese Bridge, relocating a portion of the original Cutler Road, which was on the property he purchased which included the abandoned town of Cutler. He chose the Chinese theme as a reminder of his Asian travels as a young U.S. Naval officer. The Chinese Bridge is located on S.W. 72 Ave., between S.W. 165 St, running parallel to the current Old Cutler Road.



15 Paradise Grove

8315 SW 153 Terrace • 1920

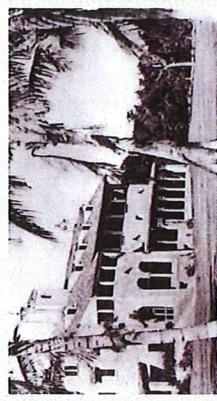
Situated on an unusually large lot, this Mediterranean Revival house is an example of a style popular in coastal Florida in the 1920s and 1930s. It incorporates influences from Spain, Italy, and Beaux-Arts, with its two story stucco walls, Spanish tiled roof, entrance arches, and lush gardens. The house is surrounded by a metal fence with a coral arched gate at the entrance and coral fence posts. An in-ground pool completes the romantic style.



16 Stone House at Deering Estate

16701 SW 72 Ave. • Built 1922

Charles Deering built the 13,900 sq. ft. home in 1922 to expand his family's living space and to house fine art, rare books and furnishings from his residences in New York, Chicago and Spain. Designed by Coral Gables architect Phineas Paist, the Stone House was constructed virtually fireproof with 18-inch poured concrete walls, copper clad doors, and no kitchen. Cooking and dining were done in the Richmond Inn. The wine cellar in the basement contained an extensive collection of spirits during the Prohibition Era. Listed on the National Register of Historic Places since 1986,



Stone house, 1930. Photo credit: azureazure.com

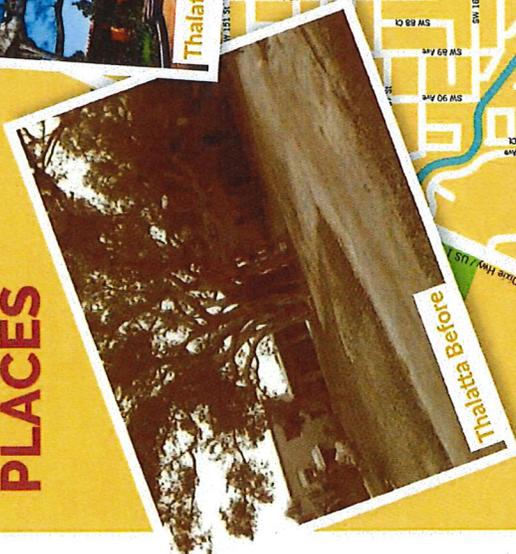


this environmental, archaeological, historical and architectural gem is owned by the State of Florida and managed by Miami-Dade County Parks and Recreation Department.

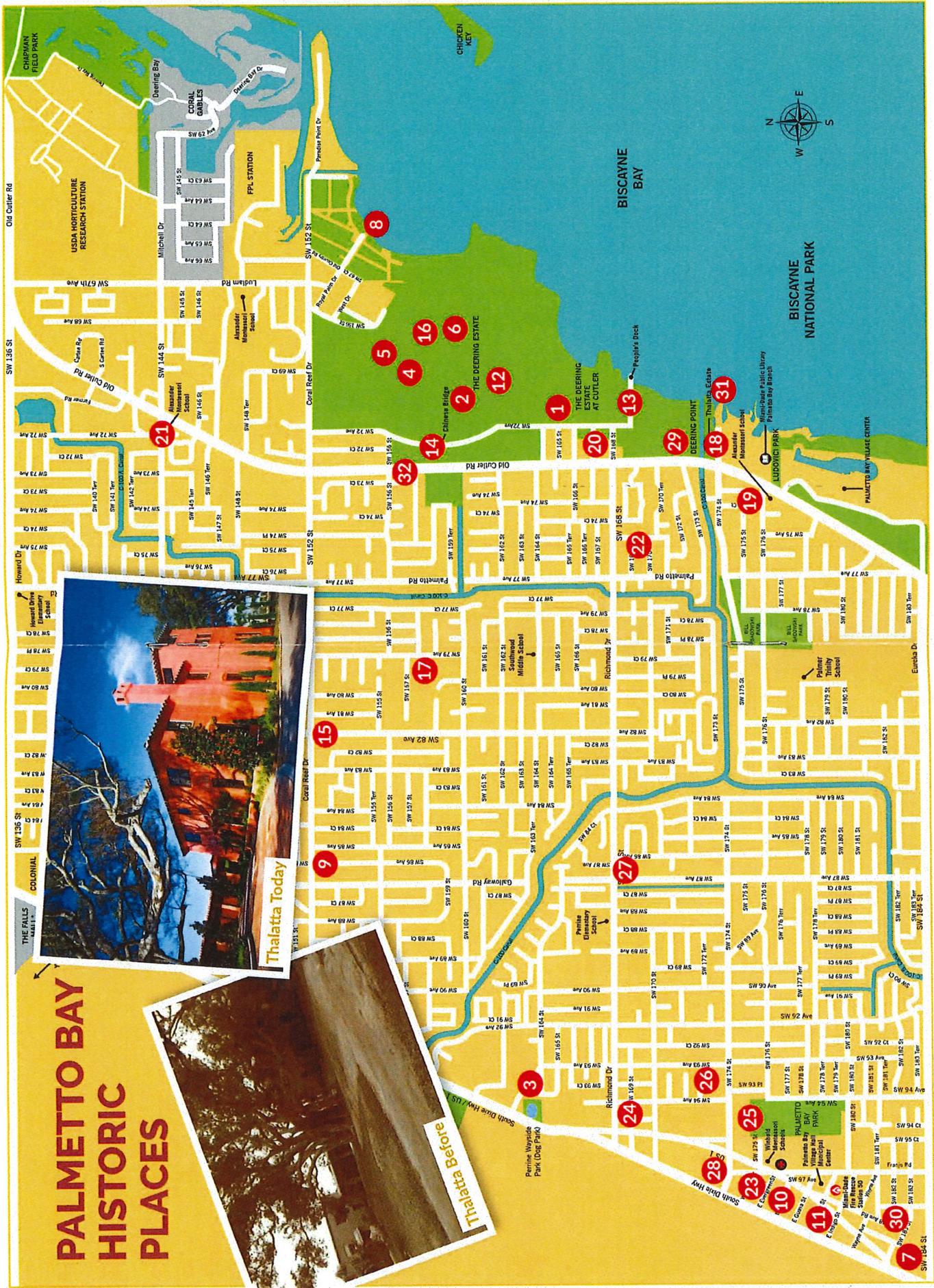
PALMETTO BAY HISTORIC PLACES



Thalatta Today



Thalatta Before



HISTORIC LANDMARKS

17 1922 Early Pioneer Florida Cracker Style Home

15800 SW 79 Ave. • 1922

This early 1920's house is a strong example of the early pioneer Florida Vernacular. Its plan harkens back to the Florida Cracker style with a tall two-story center surrounded by a one-story wrap-around porch. The property and house are beautifully cared for. Typical of the Cracker style is the clapboard siding, painted corner boards, and raised front porch.



20 1926 Florida Stone Built House

7201 SW 166 St • Built 1926

This oolitic limestone house was probably built for workers at Deering Estate, who lived on the west side of the Deering Estate fence on 72 Ave. It typifies an early Florida stone built house with elements of Florida Vernacular and Florida Cracker style. It has a steep roof pitch with gable covering a lower open-air wrap to protect the house from moisture penetration. Built before the invention of air conditioning, its front and rear porches, raised floors, roof vents, and thin plan layout allowed for cross-ventilation. The house was faced in wood, and probably framed in wood as well.



18 Thalatta

17301 Old Cutler Road • Built 1925

Thalatta is a 1920s villa built in the Mediterranean Revival style, popular in coastal Florida in the 1920s to 1930s. The name Thalatta, meaning "from the sea," was given by the Alan Ford Connert family that built the house. From



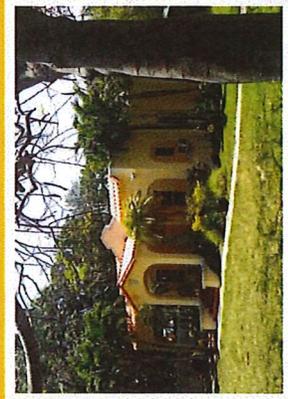
the house, one can see landscaped grounds, a curving perimeter path, and Biscayne Bay. It features one of the first in-ground pools in South Dade. The building boasts coral rock features, two stories, twisted columns, arches, a barrel tile roof, a terrace, balcony, breezeway, ornamental Cuban tile floors, and a three-story tower from which to view the bay. Outbuildings are a guest cottage and a two-story

carriage house. Built with a central hall plan with a wooden staircase, the interior uses plaster walls to replicate stone. Today, after purchase and renovation by the Village of Palmetto Bay, Thalatta is a public park and special events venue, specializing in weddings.

19 Montessori School

17800 Old Cutler Road • Built 1926

Perhaps built as a single family Mediterranean Revival house, the 1926 building is now used as a Montessori school. The house is narrow and deep, with a flat roof and tile caps at the entrance and corners. The entrance is a square portico with arches on three sides, leading to an enclosed porch, which was probably once open. On the south side is a port-cochere, or open shelter for a vehicle.



21 Mitchell House/Fell-Reid House

7201 SW 144 St. • Built 1930

The pioneering Mitchell family settled in Cutler in 1904 with their seven children. They prospered and built a \$1 million business, called Mitchell Mangoes. They built a two-story house, which was replaced by a 1930 Florida Vernacular



Ed and Alice Mitchell of Mitchell's Mangoes. Photo credit: Mitchell Family Collection

house, now owned by Jack Fell and Pamela Reid. Originally a shed, it was expanded in 1930. Situated in a thick stand of tropical plants and trees, the house is open with shaded, screened porches capturing the wind. The house is built of Dade County pine with cypress wood lining its interior walls. Its style is that of a "dog trot," with two structures connected by a breezeway.

A cupola vents hot air from the house through the roof. While its landscape was devastated by Hurricane Andrew, the house survived without significant damage.

Mitchell house. Photo credit: Mitchell Family Collection

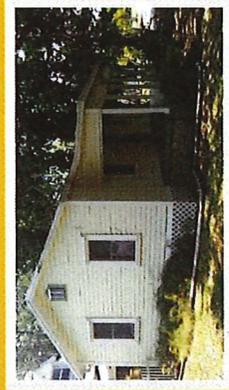


Mitchell/Fell-Reid House. Photo credit: Architectural survey of Palmetto Bay

22 Florida Vernacular Clapboard House

7490 SW 168 St. • Built 1930

This yellow clapboard house is in the tradition of the Florida wood frame vernacular, a simple wood building of one or two stories height, with a one story front porch and gabled roof. This house has two structures linked by covered porch. The first structure on 168 St. is a one-story house with a full front porch and gable roof. The second structure south is larger than the first, has dormer windows in the attic, and was probably added as the family grew. Metal roofing covers both structures.



HISTORIC LANDMARKS

23 Perrine Community House

900 Perrine Ave. • Built 1935

An architecturally significant building on the island between northbound and southbound U.S. 1 is the Perrine Community House, built in 1935. Made of

Miami oolitic limestone, its walls are cut and squared stone blocks, with larger blocks at the base and smaller ones above. A rectangular hall plan is entered through a porch, now filled in, which is reminiscent of the Florida bungalow style of stucco walls connecting the house to the corner columns and added tie-beams. The northeast corner stone is inscribed with "Perrine Community House, October 21, 1935." The house was built by the Works Progress Administration (WPA), a Franklin Roosevelt New Deal program. The Perrine Women's Club took up a collection to get it started, and held meetings there for many years. Miami-Dade County owns the house, and offered it to the South Dade Chamber of Commerce, which used it for years. It is currently unoccupied.

24 Pre-World War II Wood Cottage

16945 SW 94 Ct. • Built 1937

This humble wood framed cottage is typical of the last of the pre-World War II wood framed housing in South Florida. Its roof is gabled, running parallel to the street, with across gable extension denoting the entrance. Clapboard siding with accented end boards provide a simple, ordered aesthetic. Unfortunately, the house is in a state of disrepair. The porch appears to have been filled in at a later date, an alternative siding was used, and bars have been added to the windows.



25 Palmetto Bay Park Recreation Center

17535 SW 95 Ave. • 1938

This building was also named for the original park—Perrine Park Recreation Center. It was built in 1938 of very simple masonry supporting a flat shed roof with approximately 3 ft. overhang. It is the overhang that gives an architectural history of its age. A lower attached building abuts the main structure and is used to store equipment. It is evident this structure has been remodeled adding new doors and windows, probably not to their original size. The site was heavily damaged in 1992 by Hurricane Andrew.



Photo Credit: Architectural survey of Palmetto Bay

26 1940s South Florida Masonry Vernacular home

9241 SW 174 St. • 1940

One of the best preserved 1940s masonry vernacular homes in Palmetto Bay, the house was built inexpensively and simply with concrete blocks. The "less is more" style house sits on a corner lot with a large yard. Little ornamentation embellishes the exterior. The house has a single story with a front gable roof, foundation piers with ventilation, a brick chimney, a wood front door, double-hung sash windows, and a covered port-cochere.



27 1945 World War II Home

8600 SW 144 St. • Built 1945

This house can best be described as transitional pre- to post-World War II. It is built of masonry, has a spread-out ranch plan, and a wide entrance portico, all typical of homes built after the war. The house also has characteristics of homes erected before the war, including columns, lattice work, and gingerbread brackets. The porch is large, encompassing the entire front of the house. Similar to old Florida cracker houses, the house is only one room deep to allow for cross-ventilation, and the roof has a large overhang to protect the house from sun and rain.



28 Perrine Jail

17425 SW 97 Ave • Built 1946



Tucked between two banks on Perrine Ave., this simple one story building began as the Perrine jail. The rear door has bars, while the interior is rumored to have wrist chains on the wall. The building has been a hospital, a doctor's office, and an antique store. The entrance is raised from the street, which now has an accessibility ramp. Suggestive of the Art Deco style, the front door has three-foot wide double doors, with fluted piers on each side, covered by a two-foot eyebrow overhang. Completing the entrance are two large semi-circular windows, one on each side of the door, and a three-foot stuccoed wainscot that lines the lower third of the front wall.

29 Snowden's Bridge at the C100 Canal

Old Cutler Road and 173-174 Streets • Built 1950s

Longtime residents refer to the pictured bridge as Snowden's Bridge in honor of a resident who built workers' homes, which were small and affordable in the early 1950's in the Triangle area of Village of Palmetto Bay. The Cutler Drainage Canal (C-100 series) includes four sections and provides 13.5 miles of navigable waters in southern Miami-



Dade County between Kendall and the Palmetto Bay. The system also includes two five-acre lakes. Boating and fishing are recreational by-products to the practical need for drainage. Construction began in the mid-1900s, ending in 1964, by the Corp of Engineers cutting into the coral rock substrate.

HISTORIC LANDMARKS

30 Morningside Acres

9835 SW 183 St. • Built 1954

This 796 sq. ft. house is an example of post-World War II workers' housing. It is part of Morningside Acres, the historic residential heart of Palmetto Bay's downtown district. Built in 1954 for farm and railroad workers, the concrete block house was in walking distance to Perrine's commercial and farm areas. Set on a quarter acre lot, the house has two bedrooms and one bath. Today, the workers' houses offer an attractive, affordable choice for families and retirees.



Today, the house has two bedrooms and one bath. Today, the workers' houses offer an attractive, affordable choice for families and retirees.

31 Deering Point

17350 Old Cutler Road • 2000s



This site known as Deering Point is a small 3 1/2 acre portion of the Deering South Addition located adjacent to the C-100 canal at the southern portion of the Deering Estate property. This area was planned to provide free public access and boat launches for recreational use by residents and scientists. Biscayne Bay provides habitat for a wide variety of juvenile and adult marine species including West Indian manatee, smalltooth sawfish, American crocodile, Johnson's seagrass, corals, sponges, wading birds and a nursery for fish. The land has been cleared of invasive vegetation, and residents enjoy canoeing, fishing, and kayaking.

32 Deering Rehydration Project

Old Cutler Road at SW 159 Terrace • Completed 2013

When the private property to the west of Old Cutler Road at approximately S.W. 159 Terrace became available, the natural flow of fresh water through the Deering Estate to Biscayne Bay was restored through an historic slough or fresh water wetland habitat.

Components include pump station which pushes the water through a tunnel under Old Cutler Road, a spreader, and a weir (barrier) placed in Cutler Creek to prevent salt water intrusion. This project is part of the Comprehensive Everglades Restoration Plan/Biscayne Bay Coastal Wetlands Project completed in 2013. The slow-moving water naturally filters as it moves through Deering's habitats.



Slough at Old Cutler Road and SW 159 Terrace



Weir at Cutler Creek in Deering Estate



Thank you

The Village of Palmetto Bay would like to thank...

The Heritage Task Force chair Linda Robinson and members, Marsha Matson, Sheila Frazier, Bev Gerald, Henry Clifford, Stanley Kowlessar, Peter England, Edward Feller, Julia Cespedes, Donna Latschaw, Shelley Stanczyk, Brian Pariser, Marilyn Correa, and Chris Pederson.

Jack Fell for his guidance and direction in gathering historical materials.

Julie Mitchell Richardson for sharing her time, family stories, photos, and archives.

The Village Administration and The Village Council for their support and guidance in making this a reality!

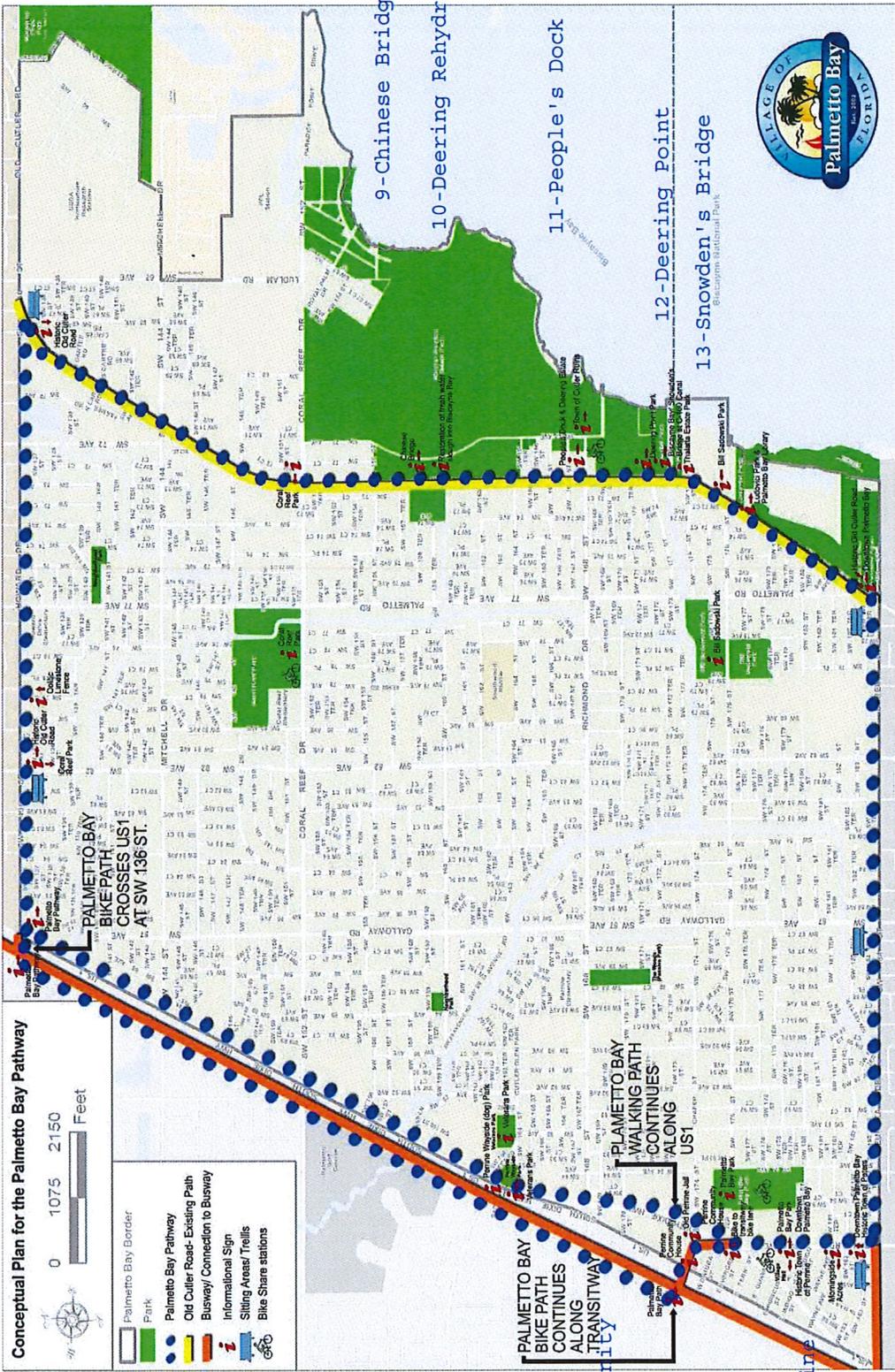
7-Oolitic Limestone Fence

8-Historic OCR

Village of Palmetto Bay Conceptual Plan for Historic

Informational/Directional Signage

6- Historic Old Cutler Road (OCR)



Conceptual Plan for the Palmetto Bay Pathway



- Palmetto Bay Border
- Park
- Palmetto Bay Pathway
- Old Outer Road-Existing Path
- Busway/ Connection to Busway
- Informational Sign
- Stiling Areas/ Treils
- Bike Share stations

14-Historic OCR

1-Town of Peters

5-Perrine Community House (PCH)

4-Perrine Jail

3-Town of Perrine

2-Morning Side

Acres



AGENDA ITEM

4A

1 Management System to provide a dedicated funding source for the
2 ongoing expenses associated with the Capital Improvement Program
3 and the annual expenses related to ongoing Operation and
4 Maintenance of existing systems; and
5

6 **WHEREAS**, the Village Council hereby determines that based
7 upon the major Capital Improvement Projects recommended for
8 implementation and the annual expenses related to ongoing
9 maintenance of the existing systems, the increased costs of operating
10 and maintaining the Stormwater Utility necessities an increase in the
11 Stormwater Utility Fees at this time.
12

13 **NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE**
14 **OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
15

16 **Section 1.** Article III, Storm- water Management, section 15-
17 107, "Fee schedule and payment," subsection (a), of the Village Code,
18 is hereby amended as follows:
19

20 The Village service fee per ERU billing shall be \$6.00 per month.
21 Stormwater management utility fees shall be invoiced and collected as
22 a separate line item on utility account bills. The Village is authorized
23 to utilize Miami-Dade County as an acceptable third party to perform
24 billing services.
25

26 **Section 2. Effective Date.** This amendment shall take effect on
27 October 1, 2020.
28

29 **PASSED ON FIRST READING** this 13th day of July 2020.
30

31 **PASSED** and **ADOPTED** this _____ day of _____, 2020.
32

33 Attest:
34
35

36 _____
37 **Missy Arocha**
38 **Village Clerk**
39

36 _____
37 **Karyn Cunningham**
38 **Mayor**
39

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

4
5
6

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

9
10

11 **FINAL VOTE AT ADOPTION:**

12

13 Council Member Patrick Fiore _____

14

15 Council Member David Singer _____

16

17 Council Member Marsha Matson _____

18

19 Vice-Mayor John DuBois _____

20

21 Mayor Karyn Cunningham _____

ATTACHMENT "A"

**Resolution No. 2005-50:
Establishment of Stormwater Utility System**

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RESOLUTION NO. 05-50

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, NOTIFYING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA AND THE DIRECTOR OF THE MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) AS REQUIRED BY SECTION 24-61 OF THE MIAMI-DADE COUNTY CODE; THAT THE VILLAGE REQUEST EXEMPTION FROM INCLUSION IN THE COUNTY'S STORMWATER UTILITY; COMMITTING TO ESTABLISH A STORMWATER UTILITY WITHIN THE MUNICIPAL BOUNDARIES OF THE VILLAGE IN ACCORDANCE WITH SECTION 403.0893(1) (2) OR (3), FLORIDA STATUES; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN INTERLOCAL AGREEMENT WITH THE COUNTY FOR THE COLLECTION OF THE VILLAGE'S STORMWATER UTILITY FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is part of the Miami-Dade County Stormwater Utility Program; and,

WHEREAS, pursuant to Section 24-61, et seq., of the County Code, the Village may establish their own Stormwater Utility and request exemption from Miami-Dade County Stormwater Utility upon committing to implement the provisions of Section 403.0893 (1), (2) or (3), Florida Statues, by creating a stormwater utility and adopting stormwater utility fees sufficient to plan, construct, operate and maintain a stormwater management system; and,

WHEREAS, the Village contracted with Kimley Horn and Associates, Inc. to prepare a stormwater master plan and as part of the plan, the Village intends to establish a Stormwater Utility within the boundaries of the Village; and,

WHEREAS, the utility fee collected from the residents will be used to maintain and improve drainage systems within the Village; and,

WHEREAS, the Village desires to exercise its option to exempt the Village from the County's Stormwater Utility; and,

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

ATTACHMENT "B"

Ordinance for Stormwater Management

Code of Ordinances



Palmetto Bay, Florida - Code of Ordina... / Chapter 15 - ENVIRONMENT / ARTICLE III. - STORMWATER MANA...



Palmetto Bay, FL Code of Ordinances

CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA

SUPPLEMENT HISTORY TABLE

■ VILLAGE OF PALMETTO BAY - VILLAGE CHARTER

CHARTER COMPARATIVE TABLE

■ Chapter 1 - GENERAL PROVISIONS

■ Chapter 2 - ADMINISTRATION

■ Chapters 5 - BUILDING AND BUILDING REGULATIONS

■ Chapter 6 - BUSINESSES

■ Chapter 10 - ELECTIONS

■ Chapter 14 - EMERGENCY SERVICES

■ Chapter 15 - ENVIRONMENT

■ ARTICLE I. - IN GENERAL

Secs. 15-1—15-50. - Reserved.

■ ARTICLE II. - RESERVED

■ ARTICLE III. - STORMWATER MANAGEMENT

■ ARTICLE IV. - WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT

■ ARTICLE V. - EXPANDED POLYSTYRENE "STYROFOAM" FOOD SERVICE ARTICLES

■ Chapter 17 - GREEN CORRIDOR FACE DISTRICT

Prev Hit Next Hit >

Code of Ordinances **Chapter 19 - OFFENSES AND MISCELLANEOUS PROVISIONS**



- Chapter 20 - PARKS AND RECREATION
- Chapter 21 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES
- Chapter 22 - SECONDHAND GOODS
- Chapter 26 - TAXATION
- Chapter 27 - LOT MAINTENANCE AND ABANDONED PROPERTY
- Chapter 28 - TRAFFIC
- Chapter 29 - UTILITIES
- Chapter 30 - ZONING
- Chapter 31 - ANNEXATIONS
- APPENDIX A - FEE SCHEDULE
- APPENDIX B. - FLORIDA BUILDING CODE AMENDMENTS
- CODE COMPARATIVE TABLE ORDINANCES
- STATE LAW REFERENCE TABLE

< Sec. 14-88. - Penalty.

Chapter 17 - GREEN CORRIDOR PACE DISTRICT >

Chapter 15 - ENVIRONMENT^[1]



ARTICLE I. - IN GENERAL



Secs. 15-1—15-50. - Reserved.



ARTICLE II. - RESERVED^[2]



Secs. 15-51—15-100. - Reserved.



Prev Hit

Next Hit >

Code of Ordinances

ARTICLE III. STORMWATER MANAGEMENT



Sec. 15-101. - Purpose. ⋮

It is the purpose and intent of the village to create a municipal stormwater utility pursuant to F.S. § 403.0893(1), as amended from time to time, and to establish stormwater utility fees to be levied against all developed property in the village in the amounts sufficient to plan, control, operate and maintain the village's stormwater management system pursuant to F.S. § 403.0891(3).

(Ord. No. 06-07, § 2(1), 5-1-2006)

Sec. 15-102. - Construction. ⋮

This article shall be liberally construed to protect the public health, safety, and welfare, and to effectuate the purposes set forth herein.

(Ord. No. 06-07, § 2(2), 5-1-2006)

Sec. 15-103. - Definitions. ⋮

For purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Developed property means real property within the village on which improvements have been made to foster commercial, residential or civic use, and/or any property on which impervious structures have been placed. For new construction, a property shall be considered developed for purposes of this article: (1) upon issuance of a certificate of occupancy or upon completion of construction or final inspection if no such certificate is issued; or (2) where construction is at least 50 percent complete and construction is halted for a period of three months.

Equivalent residential unit ("ERU") means the representative average impervious area of single-family residential property located in the village.

Impervious area means any part of any parcel of land that has been modified by the action of persons to reduce the land's natural ability to absorb and hold rainfall. This includes areas that have been cleared, graded, paved, graveled, or covered with structures. Excluded are all lawns, landscape areas, and gardens or farming areas.

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Code of Ordinances **Manager** means the village manager or his/her designee.



Multi-family property means all residential development not classified as single-family residential.

Nonresidential property means all property not zoned or used as single-family or multi-family residential property as defined in this article.

Residential property means any later parcel developed exclusively for residential purposes, including but not limited to, single-family homes, manufactured homes, multi-family apartment buildings and condominiums and transient rentals such as hotels and motels.

Single-family property means all single-family detached residential dwelling structures. All other residential development shall be classified as multi-family.

Stormwater means the part of precipitation that travels over natural, altered, or improved surfaces to the nearest stream, canal, or channel or impoundment and may appear in surface waters.

Stormwater management plan means an approved plan for receiving, handling, and transporting storm and surface waters within the village stormwater management system.

Stormwater management utility director means the designee of the village manager responsible for implementing the stormwater management utility function.

Stormwater management system means all natural and manmade elements used to convey stormwater from the first point of impact with the surface of the earth to a suitable outlet location internal or external to the boundaries of the village. The stormwater management system includes all pipes, channels, streams, canals, ditches, wetlands, sinkholes, detention/retention basins, ponds, secondary canals and their rights-of-way, and other stormwater conveyance and treatment facilities, whether public or private.

Undeveloped property means all real property within the village which does not meet the definition of developed property.

(Ord. No. 06-07, § 2(.3), 5-1-2006)

Sec. 15-104. - Utility established.

(a)

< Prev Hit Next Hit >

Code of Ordinances

There is hereby created and established a stormwater management utility program, which shall provide the operational means of implementing and carrying out the functional requirements of the stormwater management system. The stormwater management utility program shall be part of the overall utility systems of the village.

- (b) The governing body of the stormwater utility program shall be the village council.
- (c) The utility, acting through its governing body, shall be responsible for the operation, maintenance, and governance of the village stormwater utility to plan, construct, operate and maintain stormwater management systems set forth in the local program required pursuant to F.S. § 403.0891(3).
- (d) The village manager shall be the director of the utility.
- (e) The organization and operating procedures of the utility shall be prescribed by administrative orders and regulations of the village manager.

(Ord. No. 06-07, § 2(4), 5-1-2006)

Sec. 15-105. - Customer base.

All real property within the jurisdictional boundaries of the village shall be subject to stormwater management utility fees unless specifically exempted. The fees shall apply to all tax-exempt properties, including properties of federal, state, village, and county agencies and nonprofit organizations.

(Ord. No. 06-07, § 2(5), 5-1-2006)

Sec. 15-106. - Utility fee categories.

- (a) Stormwater management utility fees are established and amended as necessary to be sufficient to plan, construct, operate and maintain the stormwater management system, as required by F.S. § 403.0891(3). The stormwater management utility fee(s) shall be used exclusively to pay for these identified costs, in compliance with F.S. ch. 403. All lots and parcels subject to stormwater management utility fees in the village are divided into three classes as follows:
 - (1) *Single-family property*: Each single-family property shall be considered one (1.0) ERU for billing purposes.
 - (2) *Multi-family*: Each multi-family unit shall be considered as 0.6 ERU's for billing purposes.
 - (3) Houses of worship (religious facilities) classified by the Miami-Dade County Property Appraiser as land use type "71" shall be assessed a monthly utility fee which is 50 percent of the fee for nonresidential developed property, calculated pursuant to subsection (4), below.

(4) Nonresidential property: The monthly utility fee for all nonresidential properties shall be billed and calculated in accordance with the following formula:

The value of one ERU for nonresidential property is hereby determined to be 1,548 square feet of impervious area (1,548 square feet of impervious area = 1.0 ERU). In instances where multiple utility customers occupy a developed property, the village shall implement a rational and equitable proration related to the occupancy contained thereon for billing purposes.

The utility fee shall = (Number of nonresidential ERUs) × (rate per ERU)

A minimum value of one (1.0) ERU shall be assigned to each nonresidential property.

(b) For the purposes of calculating stormwater management utility fees, the calculation of ERUs is based upon property usage, as determined by the village and based on, but not limited by, state and county land use codes, occupational licenses, village land development regulations, and site inspections.

(c) The number of ERUs calculated for each account shall be rounded to the nearest one hundredth of a whole number.

(Ord. No. 06-07, § 2(.6), 5-1-2006)

Sec. 15-107. - Fee schedule and payment.

(a) The village service fee per ERU billing shall be \$4.00, per month. Stormwater management utility fees shall be invoiced and collected as a separate line item on utility account bills. The village is authorized to utilize Miami-Dade County as an acceptable third-party to perform billing services.

(b) Invoices for stormwater management utility fees shall be payable at the same time and in the same manner as other utilities, and subject to the enforcement procedures and penalties provided in section 15-112, infra.

(c) Separate accounts for stormwater utility services only may be established if other utilities are not furnished to the property.

(d) The owner of the property is ultimately responsible for all stormwater management utility fees imposed under this chapter.

(Ord. No. 06-07, § 2(.7), 5-1-2006)

Sec. 15-108. - Exemptions.

The following real property located in the village shall be exempt from the imposition of stormwater management utility fees:

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(a) **Undeveloped property;**
Code of Ordinances



- (b) **Paved or improved public rights-of-way; and**
- (c) **Agriculture-classified properties under agriculture uses.**

(Ord. No. 06-07, § 2(.8), 5-1-2006)

Sec. 15-109. - Stormwater utility special revenue funds.



- (a) **A stormwater management utility special revenue fund (the "fund") account into which all revenues from stormwater management utility fees, connection charges, grants, or other funding sources shall be deposited and from which all expenditures related to the stormwater management utility shall be paid, is hereby established.**
- (b) **Accounting and reporting procedures shall be consistent with the General Law of Florida. Expenditures from the fund for activities that are not related to the village stormwater management utility shall not be permitted, except for a prorated charge for general government services as is in effect for other village utility operations.**
- (c) **The monies within the fund shall be used for the exclusive use of the village's stormwater management utility, including but not limited to the following:**
 - (1) **Stormwater management services, such as studies, design, permit review, planned preparation, and development review;**
 - (2) **Operation, maintenance, repair, and replacement of the stormwater collection, storage, treatment, and conveyance infrastructure;**
 - (3) **Project cost related to constructing major or minor structural improvements to the stormwater-related infrastructure as provided in any village stormwater management plan;**
 - (4) **Administrative costs associated with the management of the stormwater management utility fee;**
 - (5) **Debt service financing of stormwater-related capital improvements defined in any village stormwater management plan including village's pro rata share of the Miami-Dade County Stormwater Utility Revenue Bond Series 1999 and Series 2004; and**
 - (6) **Funding of any studies, including water quantity and quality monitoring aerial photography and geotechnical work associated with the planning of stormwater-related infrastructure.**

(Ord. No. 06-07, § 2(.9), 5-1-2006)

Sec. 15-110. - Request for adjustment.



All requests for adjustment of the stormwater management utility fee shall be submitted to the

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stormwater management utility director and shall be reviewed as follows:



- (1) All requests shall be in writing and set forth in detail the grounds upon which an adjustment is sought. All requests shall be judged on the basis of the amount of impervious area on the lot or parcel, and/or additional or enhanced stormwater facility on or serving the lot or parcel. No credit shall be given for the installation of facilities required by county or village development codes or state stormwater regulations.
 - (2) All adjustment requests made during the first calendar year that the fee is imposed shall be reviewed by the stormwater management utility director within a one-year period from the date of submission. Any adjustments resulting from such requests shall be retroactive to the effective date of this article.
 - (3) All adjustment requests received after the first calendar year that the fee is imposed shall be reviewed by the stormwater management utility director within a four-month period from the date of submission. Any adjustments resulting from such requests shall be retroactive to the date of submission of the adjustment request, but shall not exceed one-year.
 - (4) The customer or property owner requesting the adjustment may be required, at his own cost, to provide supplemental information to the stormwater management utility director including but not limited to, backup information and analysis, historical, geological and other fact information, expert opinions, survey data, and engineering reports to substantiate customer's case. Failure to provide such information may result in a denial of the adjustment request.
- (e) The stormwater management utility director shall provide the person requesting the adjustment with a written determination of the request within the time provided herein. Any adjustment shall be prorated monthly.

(Ord. No. 06-07, § 2(.10), 5-1-2006)

Sec. 15-111. - Appeal process.



Any customer or property owner who disputes the result of a request made to the stormwater management utility director for adjustment may petition in writing to the village manager for a review of the stormwater management utility fees. The decision of the village manager shall be final.

(Ord. No. 06-07, § 2(.11), 5-1-2006)

Sec. 15-112. - Enforcement and penalties.



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(a) Stormwater utility fees shall be payable when due and, if late, shall be subject to a ten percent late charge. Any unpaid balance for such fees and late charges shall be subject to an interest charge at the rate of eight percent, per annum. Imposition of the interest charge shall commence 60 days after the past due date of the fees set forth on the utility bill. Nonpayment of any portion of the stormwater utility fee shall be considered as nonpayment of all other utilities appearing on the bill and may result in the termination of all utility services appearing on the bill.

(b) All fees, late charge(s) and interest accruing thereupon due and owing to the utility which remain unpaid 60 days after the past due date of the fees shall become a lien against and upon the developed property for which the fees are due and owing to the same extent and character as a lien for a special assessment. Until fully paid and discharged, said fees, late charges, and interest accrued thereupon shall be, remain, and constitute a special assessment lien equal in rank and dignity with the lien of ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the developed property involved for the period of five years from the date said fees, late charges, and interest accrued thereupon, become a lien as set forth in this chapter. The lien(s) may be enforced and satisfied by the village on behalf of the stormwater management utility, pursuant to F.S. ch. 173, as amended from time to time, or any other method permitted by law. The lien(s) provided for herein shall not be deemed to be in lieu of any other legal remedies available to the village and utility for recovery of the stormwater management utility fee(s), late charge(s), and accrued interest.

(1) Notice. For fees which become more than 60 days past due and unpaid, the village or the stormwater management utility shall cause to be filed in the office of the Clerk of the Circuit Court of Miami-Dade County, Florida, a notice of lien or statement showing a legal description of the property against which the lien is claimed, its location by street and number, the name of the owner, and an accurate statement of the fees and late charges then unpaid. A copy of the notice of lien may be mailed within a reasonable time to the owner of the property involved as shown by the records of the tax collector of the county.

(2) Satisfaction of liens. Liens may be discharged and satisfied by payment to the village, on behalf of the utility, of the aggregate amounts specified in the notice of lien, together with interest accrued thereon, and all filing and recording fees. When any such lien has been fully paid or discharged, the village shall cause evidence of the satisfaction and discharge of such lien to be filed with the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida. Any person, firm, corporation, or other legal entity, other than the present owner of the

Code of Ordinances

property involved, who fully pays any such lien shall be entitled to an assignment of lien and shall be subrogated to the rights of the village and the utility with respect to the enforcement of such lien.

- (3) *Exemption to notice.* Notwithstanding other provisions to the contrary herein, the village on behalf of the stormwater management utility shall have the discretion not to file notices of lien for fees, late charges, and interest accrued thereupon in an amount less than \$100.00. If the village of the stormwater management utility elects not to file a notice of lien, said fees, late charges, and accrued interest shall remain as debts due and owing in accordance with the provisions of this article.
- (4) *Certificates verifying amount of debt.* The utility is authorized and directed to execute and deliver upon request, written certificates certifying the amount of fees(s), late charges(s), and interest accrued thereupon, which are due and owing to the utility and the village, for any developed property which is subject to pay the fee(s). The utility is also authorized and directed to execute and deliver written certificates that no fee(s), late charge(s) or accrued interest are due and owing. The certificates shall be binding upon the village and the utility. The village and utility may impose upon third parties a reasonable service charge based on administration and clerical time to research, produce and transmit said certificates.

(Ord. No. 06-07, § 2(.12), 5-1-2006)

Secs. 15-113—15-150. - Reserved.

ARTICLE IV. - WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT

Sec. 15-151. - Intent and purpose.

It is the intent and purpose of this article to protect the water resources of the village from the harmful effects of over-utilization during periods of water shortage and allocate available water supplies by assisting the South Florida Water Management District in the implementation of its water shortage plan.

(Ord. No. 07-13, § 1(15-1), 5-7-2007)

Sec. 15-152. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings

ATTACHMENT "C"

**Recommended Stormwater Capital Improvement Projects
through year 2024**

Traffic Volumes

The ratings for this category are based on a percentage of roadway length classified as local, collector, or arterial roadways throughout the sub-basin according to the Village’s Transportation Master Plan.

- 1 = Majority of roadways in sub-basin are local roadways
- 3 = Majority of roadways in sub-basin are collector roadways
- 5 = Majority of roadways in sub-basin are arterial roadways

The proposed CIP summary and schedule of work is contained in Table 33. Further budget detail for each of the proposed CIP projects can be found in the Drainage Sub-Basin Analysis section of this report. Budget detail for the operations and maintenance component can be found in the preceding section. The projects are recommended to be coordinated with the roadway CIP project scheduling to ensure that the drainage improvements are complete before or at the same time as the roadway improvements in the same area.

Table 33: Stormwater Capital Improvement Program Budget Summary

| Project | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | Total |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Drainage Sub-Basin #11 | | | | | \$580,000 | \$178,000 | | | | | \$758,000 |
| Drainage Sub-Basin #12 | | | | | | | \$420,000 | | | | \$420,000 |
| Drainage Sub-Basin #29 | | | | | | | | \$670,000 | | | \$670,000 |
| Drainage Sub-Basin #41 | | | | | | \$670,000 | \$170,000 | | | | \$840,000 |
| Drainage Sub-Basin #42 | | | | | | | | | \$630,000 | | \$630,000 |
| Drainage Sub-Basin #43 | | | \$240,000 | | | | | | | | \$240,000 |
| Drainage Sub-Basin #44 | | | | | | | | | \$800,000 | \$800,000 | \$1,600,000 |
| Drainage Sub-Basin #57/58 | | | | \$660,000 | \$220,000 | | | | | | \$880,000 |
| Drainage Sub-Basin #58/60 | \$720,000 | \$180,000 | | | | | | | | | \$900,000 |
| Drainage Sub-Basin #61 | | \$520,000 | | | | | | | | | \$520,000 |
| Annual O&M | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$552,000 | \$5,520,000 |
| Total | \$1,272,000 | \$1,252,000 | \$1,012,000 | \$1,432,000 | \$1,462,000 | \$1,342,000 | \$1,142,000 | \$1,272,000 | \$1,382,000 | \$1,352,000 | \$13,486,000 |

Stormwater Utility Rate Comparison Chart

| Jurisdiction | Rate | ERU Size |
|---|--|------------------|
| Village of Palmetto Bay Proposed Rate Increase | \$4.00 (Current) \$2.00 (\$400,000) \$3.00 (\$600,000) \$4.00 (\$800,000) \$5.00 (\$900,000) \$6.00 (\$1,200,000) | 1,548 sq ft |
| Pinecrest | \$10.00 | 1,548 sq. ft. |
| Cutler Bay | \$4.00 | 1,548 sq. ft. |
| <i>Coral Gables</i> | \$16.16 | 2,346 sq. ft. |



AGENDA ITEM

4B

1
2 **Section 30-60-20: Short Term/Vacation/Transient**
3 **Rentals:**

4 Applicability and purpose. The purpose of this sec-
5 tion is to provide regulations pertaining to short term/va-
6 cation/transient rentals (Collectively "Vacation Rentals")
7 to preserve the quiet nature and atmosphere of residen-
8 tial areas and to ensure to Village residents the tranquility
9 and peaceful enjoyment of their neighborhoods. These
10 regulations shall be in addition to, and shall not supplant,
11 other provisions in this code that may apply to such rent-
12 als; in the event of a conflict, the more restrictive provision
13 shall control.

14
15 (A) *Definitions.* For purposes of this section, the fol-
16 lowing definitions shall apply:

17 (1) *Peer-to-peer or platform entity* shall mean any
18 person, service, business, company, market-
19 place, or other entity that, for a fee or other
20 consideration, provides property owners and
21 responsible parties a platform or means to of-
22 fer vacation rentals to transient occupants,
23 whether through the internet or other means.

24 (2) *Property owner* shall mean the person who, or
25 entity that, owns the property being used or oc-
26 cupied as a vacation rental.

27 (3) *Responsible party* shall mean the person or
28 entity authorized by the property owner to ob-
29 tain a Certificate of Use for a vacation rental,
30 and who will be:

31
32 (a) Responsible for ensuring compliance with
33 all regulations related to vacation rentals;
34 and

35 (b) Available to respond 24 hours per day, 7
36 days per week to any issue that arises re-
37 lating to the vacation rental. The property
38 owner may serve as responsible party.

39
40 (4) *Transient occupant* shall mean any person

1 who rents or occupies any dwelling unit or res-
2 idence or part thereof for less than two (2)
3 months or a maximum of sixty (60) days, consec-
4 utive or non-consecutive in a calendar year,
5 and any guest or invitee of such person.

6 (5) *Vacation Rental* shall mean any dwelling unit
7 or residence, including, but not limited to, any
8 unit or group of units in a townhouse, condo-
9 minium, cooperative, or apartment building,
10 that is rented in whole or in part to a transient
11 occupant for more than three (3) times a cal-
12 endar year for periods of less than 30 days or
13 one calendar month, whichever is less, or
14 which is advertised or held out to the public as
15 a place that may be rented to a guest for a pe-
16 riod less than two (2) months or a maximum of
17 sixty (60) days, consecutive for non-consecu-
18 tive. For purposes of this section, the term va-
19 cation rental is synonymous with the term
20 short-term/vacation/ transient residential
21 rental.

22
23 (B) *Certificate of Use Required.* No property owner,
24 responsible party, or peer-to-peer or platform en-
25 tity shall offer as a vacation rental, or allow any
26 person to rent or occupy as a vacation rental, any
27 property in whole or in part within the Village un-
28 less a Certificate of Use has first been obtained in
29 accordance with the provisions of this section. A
30 property may be offered as a vacation rental imme-
31 diately upon approval of an application for Certifi-
32 cate of Use, unless and until such time as the ap-
33 plication is thereafter revoked for failure to pass in-
34 spection.

35
36 (1) *Application.* A complete Certificate of Use ap-
37 plication shall be submitted online or in hard
38 copy. A peer-to-peer or platform entity may en-
39 ter into an agreement with the Village whereby
40 the peer-to-peer or platform entity agrees to

1 submit applications on behalf of responsible
2 parties. The application must be signed under
3 oath or affirmation, and shall include the follow-
4 ing:

- 5
- 6 (a) The address and legal description of the
- 7 vacation rental property;
- 8 (b) Name, address, and phone number of the
- 9 property owner;
- 10 (c) Name, address, and phone number of the
- 11 responsible party;
- 12 (d) Name and contact information for the peer-
- 13 to-peer or platform entity or entities on
- 14 which the vacation rental is, or will be,
- 15 listed for rent;
- 16 (e) A statement that the responsible party has
- 17 the permission of the property owner and
- 18 authority to offer the property as a vacation
- 19 rental and act as the responsible party;
- 20 (f) A statement as to whether the entire prop-
- 21 erty, or just a part thereof (i.e., a room or
- 22 rooms), will be used as a vacation rental;
- 23 (g) A statement that insurance coverage will
- 24 be in effect at all times while the property is
- 25 being used as a vacation rental to cover li-
- 26 ability for injury or harm to transient occu-
- 27 pants or other invitees, and acknowledging
- 28 that a standard homeowner's or renter's in-
- 29 surance policy may not necessarily provide
- 30 such liability coverage while the property is
- 31 used as a vacation rental;
- 32 (h) A statement acknowledging that the re-
- 33 sponsible party has received information
- 34 explaining that using the property as a va-
- 35 cation rental could result in loss of the
- 36 Homestead Exemption, and has provided
- 37 such information to the property owner;
- 38 (i) A statement indicating how many times,
- 39 and for how many days in all, the property
- 40 was used as a vacation rental within the

- 1 previous calendar year;
- 2 (j) A statement acknowledging that the vaca-
- 3 tion rental must be registered with the Flor-
- 4 ida Department of Revenue, for purposes
- 5 of collecting and remitting applicable state
- 6 taxes and all such state taxes have been,
- 7 or will be, paid;
- 8 (k) A statement acknowledging that a vacation
- 9 rental license, issued by the Florida De-
- 10 partment of Business and Professional
- 11 Regulation, or successor agency, must be
- 12 obtained;
- 13 (l) A statement acknowledging that the prop-
- 14 erty is, and will be at all times during which
- 15 it is used as a vacation rental, maintained
- 16 in compliance with the vacation rental
- 17 standards set forth;
- 18 (m) An Interior Floor Plan showing layout of
- 19 rental property including sleeping areas,
- 20 bathrooms and kitchen, etc.;
- 21 (n) An Exterior Site Plan showing structures,
- 22 driveway, pool, hot tub, etc.
- 23 (o) *Supporting documentation.* The responsi-
- 24 ble party shall maintain all required li-
- 25 censes, records, and other documentation
- 26 sufficient to demonstrate that the state-
- 27 ments and information required above are
- 28 true and accurate. All such licenses, rec-
- 29 ords, and other documentation shall be
- 30 provided upon request, and failure to do so
- 31 may result in the denial, suspension, or
- 32 revocation of the Certificate of Use.
- 33 (p) Providing false or misleading information in
- 34 an application for a Certificate of Use is
- 35 grounds to deny or revoke the Certificate of
- 36 Use.
- 37 (q) A list of all registered vacation rentals shall
- 38 be posted on the Village website.
- 39 (1) *Annual renewal.* The Certificate of Use shall be
- 40 renewed annually. A Certificate of Use may not

1 be renewed if there are any outstanding fines
2 or liens for violations of this code.

3 (2) *Inspection.* Prior to the issuance or renewal of
4 a Certificate of Use, the vacation rental prop-
5 erty shall be subject to inspection to ensure
6 compliance with all applicable code require-
7 ments. At the time of such inspection, the re-
8 sponsible party shall provide all licenses, rec-
9 ords, and other documentation sufficient to
10 demonstrate compliance with all requirements
11 of this section.

12 (3) Enforcement history.

13 (a) When reviewing an application to obtain or
14 renew a Certificate of Use, the Village shall
15 consider the violation history of the prop-
16 erty identified in the application. If the vio-
17 lation history shows three or more viola-
18 tions of this section within the preceding 12
19 months, the Village shall not issue or re-
20 new the Certificate of Use unless:

21 (i) All outstanding violations or liens are
22 first satisfied and corrected; and

23 (ii) A bond in the amount of \$10,000.00 is
24 provided to the Village, in the form ap-
25 proved by the Village Attorney. The
26 bond shall be subject to forfeiture for fu-
27 ture violations, as set forth in this sec-
28 tion.

29 (b) When the violation history shows three or
30 more violations of this section within the
31 preceding 12 months, the Village shall no-
32 tify the peer-to-peer or platform entity, if
33 known, of the property at which the viola-
34 tions have occurred, and the dates of the
35 violations.

36 (c) When calculating whether a vacation
37 rental property has three or more violations
38 within the preceding 12 months, if one or
39 more unresolved citations that will affect

1 the decision to issue or renew the Certifi-
2 cate of Use are pending, the Village may is-
3 sue or renew a Certificate of Use on a pro-
4 visional basis and for a limited time, which
5 may be extended for good cause shown.

6 (C) *Vacation Rental Standards*. The following vacation
7 rental standards shall govern:

8 (1) *Duties of peer-to-peer or platform entity*. For
9 each vacation rental listed or offered, a peer-
10 to-peer or platform entity shall:

11 (a) Provide notice of the requirements of this
12 section to any person or entity listing or of-
13 fering a vacation rental on its service or
14 platform;

15 (b) Only provide payment processing ser-
16 vices, or otherwise facilitate payment for a
17 vacation rental that has a valid Certificate
18 of Use in accordance with this section. A
19 peer-to-peer or platform entity shall not be
20 held liable pursuant to this subsection
21 where it:

22 (i) Requires the responsible party to have
23 applied for or obtained a Certificate of
24 Use number as a precondition to listing
25 or offering a vacation rental on its plat-
26 form;

27 (ii) Provides to the Village the Certificate of
28 Use number or application number, the
29 listing identification number associated
30 therewith, the address of the vacation
31 rental property, and the responsible par-
32 ty's name and contact information for all
33 listings on the platform; and

34 (iii) Removes any listing from the platform
35 within 10 days of notification from the
36 Village that a Certificate of Use number
37 or application number associated with
38 the listing is invalid or expired, or that
39 the enforcement history of a vacation
40 rental associated with the listing shows

1 three or more violations within the pre-
2 ceding 12 months.

3 (c) Include language in rental documents to
4 discourage the secondary subletting of va-
5 cation rentals;

6 (d) Maintain records demonstrating that the
7 requirements of this subsection have been
8 satisfied, and such records shall be subject
9 to inspection upon request, provided, how-
10 ever, that certain confidential information,
11 such as social security numbers, credit
12 card information, and names of minors,
13 shall not be subject to inspection; and

14 (e) Make available for inspection upon request
15 all records relating to any suspected viola-
16 tions of state or local law associated with
17 any vacation rental property, provided,
18 however, that certain confidential infor-
19 mation, such as social security numbers,
20 credit card information, and names of mi-
21 nors, shall not be subject to inspection.

22 (2) *Duties of responsible party.* For each vacation
23 rental, the responsible party shall:

24 (a) Provide written notice to vacation occu-
25 pants, prior to occupancy of the vacation
26 rental, of the vacation rental standards set
27 forth herein and other applicable laws, or-
28 dinances, or regulations concerning noise,
29 public nuisance, vehicle parking, solid
30 waste collection, and common area usage.
31 This information shall also be made availa-
32 ble to each vacation occupant inside the
33 subject property;

34 (b) Provide notice to prospective vacation oc-
35 cupants at the time the subject property is
36 listed as a vacation rental of any limitations
37 on the property pertaining to access for the
38 disabled;

39 (c) Provide notice to the homeowner's associ-

1 ation or condominium/cooperative associ-
2 ation or board, if any, that the subject prop-
3 erty will be used as a vacation rental and
4 adhere to all policies, rules, and regula-
5 tions of such association or board pertain-
6 ing to vacation rentals;

7 (d) Ensure compliance with all provisions of
8 this section, including the vacation rental
9 standards set forth herein, and promptly
10 address and report any violations of this
11 section or of such other law or regulation
12 of which the responsible party knows or
13 should know to the Village or law enforce-
14 ment, as appropriate, as well as to the
15 peer-to-peer or platform entity;

16 (e) Ensure that any violations regarding the
17 rental of the property are able to be
18 promptly addressed and resolved 24 hours
19 a day/7 days per week; and

20 (f) Maintain a register with names and dates
21 of stay of all guests, which shall be open to
22 inspection.

23 (3) *Maximum occupancy.* Maximum overnight oc-
24 cupancy for vacation rentals shall be up to a
25 maximum of two persons per bedroom, plus
26 two additional persons per property, up to a
27 maximum of 12 persons, excluding children un-
28 der three years of age. For purposes of this
29 Subsection, "overnight" shall mean from 10:00
30 p.m. until 7:00 a.m. the following day. Notwith-
31 standing the foregoing, at no time may the oc-
32 cupancy of a vacation rental exceed the maxi-
33 mum occupant load for the property under the
34 Florida Building Code.

35 (4) *Responsible party residency.* The property on
36 which a vacation rental is operated shall be a
37 residence in which the responsible party re-
38 sides for more than six months per calendar
39 year. Nothing in this subsection shall preclude
40 the rental of the property at the same time that

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the responsible party is residing there.

(5) *Solid waste handling and containment.* Solid waste containers sufficient to handle the maximum occupancy permitted shall be maintained in accordance with Village ordinances. All regulations regarding screening and storage of solid waste containers shall apply to vacation rentals. For purposes of this section all solid waste containers shall be placed at curbside or other designated collection area only on scheduled collection days, no later than 7:00 a.m., and shall be removed therefrom that same day once collection has occurred.

(6) *Advertising and signs.* Signs shall only be allowed to the extent permitted by the regulations in the code applicable to the relevant zoning district. Any advertisements or signs pertaining to vacation rentals that are inconsistent with the requirements, restrictions, and regulations of the Certificate of Use or these vacation rental standards shall be deemed prima facie evidence in any enforcement action that a vacation rental is being operated in violation of this section.

(7) *Sexual offenders and sexual predators.*
(a) If the vacation rental property is within one thousand feet (1,000 feet) of a school, it shall be a violation to allow any person to occupy the property with knowledge that such person is a registered sexual offender or registered sexual predator in any jurisdiction. The responsible party shall be required to obtain confirmation of a nationwide search from the Miami-Dade County Police Department or other law enforcement agency that the prospective transient occupant or occupants is not a registered sexual offender or sexual predator as a result of a conviction of a sexual offense. The responsible party may call the Miami-Dade

1 County Answer Center (311) to obtain as-
2 sistance or referrals to determine whether
3 a prospective transient occupant is a sex-
4 ual offender or predator and to determine
5 whether a residence is 1,000 feet from a
6 particular school.

7 (b) If the vacation rental property is within
8 1000 feet of a school, it shall be a violation
9 of this section for a sexual offender or sex-
10 ual predator to occupy the property.

11 (8) *Posting of Certificate of Use. and Other Docu-*
12 *ments:* Whenever a property is being used as a
13 vacation rental, the Certificate of Use required
14 by this section shall be available in a conspicu-
15 ous location that is clearly visible to guests
16 within the vacation rental and shall include, at
17 a minimum, the name, address, and phone
18 number of the responsible party and the maxi-
19 mum occupancy of the vacation rental. Addi-
20 tionally, there shall be a posting of the times of
21 garbage pickup, the location of the nearest
22 hospital, a property evacuation map, and the
23 non-emergency Police phone number.

24 (9) *Parking and vehicles.* All parking must comply
25 with the requirements of the district in which it
26 is located, and all other applicable sections of
27 this code. In addition, all vehicles associated
28 with the vacation rental, whether in the posses-
29 sion or control of the property owner, responsi-
30 ble party, or transient occupant, shall only be
31 parked within a driveway or in a designated
32 parking area on the subject property; or, where
33 there is no such driveway or designated park-
34 ing area, vehicles shall only be parked on the
35 street or swale directly in front of the subject
36 property. Transient occupants shall not be per-
37 mitted to park more than two vehicles at any
38 one time on the subject property or on the
39 street or swale during the rental period. An ex-

1 terior plan showing parking areas must be pro-
2 vided.

3 (10) *Noise*. All transient occupants shall abide by
4 this code, which prohibits unreasonably loud,
5 excessive, unnecessary, or unusual noise. In
6 addition, outdoor amplified sound at a vacation
7 rental shall not be permitted at any time.

8 (11) *Public nuisance*. The responsible party and all
9 transient occupants shall abide by all applica-
10 ble state and local public nuisance laws and or-
11 dinances, including, but not limited to, sections
12 823.05 and 823.10 of the Florida Statutes,
13 which prohibits any place or premises from be-
14 ing used as the site for the unlawful sale or de-
15 livery of controlled substances, prostitution,
16 youth and street gang activity, gambling, illegal
17 sale or consumption of alcoholic beverages, or
18 lewd or lascivious behavior that adversely af-
19 fects the public health, safety, morals, and wel-
20 fare.

21 (12) *Pets*. If the responsible party permits vacation
22 occupants to have pets at the vacation rental,
23 such pets shall be at all times secured within
24 the property lines or on a leash but shall not be
25 tethered. Continual nuisance barking by pets is
26 prohibited. The keeping of pets shall be subject
27 to the regulations of this code regarding ani-
28 mals.

29 (13) *Swimming pool safety features*. If there is a
30 swimming pool onsite, the responsible party
31 shall ensure that the swimming pool has in
32 place at least one of the pool safety features
33 listed in Section 515.27, Florida Statutes, (i.e.,
34 pool safety barrier, pool safety cover, pool
35 alarm, or door latch/alarm) prior to use of the
36 property as a vacation rental by any person un-
37 der the age of six. The responsible party shall
38 be deemed to have complied with this provision
39 if the pool safety feature is put in place at the

1 time that the property is turned over to any va-
2 cation occupant occupying the vacation rental.
3 This provision shall not apply to a vacation
4 rental with a community swimming pool onsite,
5 such as in a condominium, as determined by
6 the Village. There shall be an annual inspection
7 by a licensed technician and a log kept and
8 available to the Village of these inspections

9 (14) *Compliance with applicable laws.* In addition to
10 the foregoing, the responsible party and all
11 transient occupants shall comply with all other
12 applicable local, state, and federal laws, regu-
13 lations, rules, and standards, including, but not
14 limited to, the Florida Building Code, the Florida
15 Fire Code, the Florida Life Safety Code, and
16 those pertaining to anti-discrimination, disabil-
17 ity, and fair housing to the extent applicable.

18 (D) *Enforcement.* The requirements of this section may
19 be enforced in accordance with the following:

20 (1) *Penalties.* Any person operating a vacation
21 rental without a Certificate of Use or in violation
22 of the vacation rental standards or any other
23 provisions in this section shall be subject to a
24 penalty of \$250 for the first offense, \$500 for a
25 second offense and a suspension of the Certif-
26 icate of Use upon the third offense until the vi-
27 olation is corrected.

28 (2) *Forfeiture of bond.*

29 (a) Where a bond is required to obtain or re-
30 new a Certificate of Use, if the vacation
31 rental property is cited for a violation of this
32 section within 12 months of providing the
33 bond, and that citation is later resolved ad-
34 versely to the owner or responsible party,
35 then the bond shall be deemed forfeited,
36 and the Certificate of Use for that vacation
37 rental shall be revoked and may not be re-
38 issued for 12 months.

39 (b) If there are no violations for 12 months af-
40 ter providing the security, the Village shall

1 release the bond upon written request from
2 the responsible party. Until the responsible
3 party obtains release, the bond shall con-
4 tinue to be subject to forfeiture for future
5 violations.

6 (3)*Joint and several liability.* The property owner
7 of the vacation rental property shall be liable for
8 any violations of this section, any rule or regu-
9 lation promulgated under this section, or any
10 order of the Village made under this section. In
11 addition, whenever two or more persons com-
12 mit such a violation, each violator shall be
13 jointly and severally liable for any fines or other
14 damages assessed. This applies to situations
15 where a property owner, responsible party,
16 peer-to-peer or platform entity, or vacation oc-
17 cupant, or any combination thereof, are to-
18 gether responsible for a violation of this sec-
19 tion. It is provided, however, that where a peer-
20 to-peer or platform entity does not itself commit
21 a violation of this section, it shall not be held
22 jointly and severally liable, nor shall it be held
23 vicariously liable for any violations committed
24 solely by the responsible party or vacation oc-
25 cupants. In addition, where a peer-to-peer or
26 platform entity complies with all provisions
27 above, it shall not be held jointly and severally
28 liable for providing a listing for or collecting a
29 fee for listing any vacation rental.

30
31 **Section 4. Severability.** The provisions of this
32 Ordinance are declared to be severable, and if any
33 sentence, section, clause or phrase of this Ordinance
34 shall, for any reason, be held to be invalid or
35 unconstitutional, such decision shall not affect the validity
36 of the remaining sentences, sections, clauses or phrases
37 of the Ordinance, but they shall remain in effect it being
38 the legislative intent that this Ordinance shall stand
39 notwithstanding the invalidity of any part.

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

Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment of Second Reading.

PASSED on FIRST READING this 27th day of July 2020.

VOTE AT FIRST READING:

| | |
|------------------------------|---------------|
| Council Member David Singer | <u>YES</u> |
| Council Member Marsha Matson | <u>YES</u> |
| Council Member Patrick Fiore | <u>YES</u> |
| Vice-Mayor John DuBois | <u>ABSENT</u> |
| Mayor Karyn Cunningham | <u>YES</u> |

PASSED and ADOPTED on SECOND READING this _____ day of _____ 2020.

Attest: _____

| | |
|---|---|
| Missy Arocha Village Clerk | Karyn Cunningham Mayor |
|---|---|

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

4
5
6
7 **John C. Dellagloria, Esq.**
8 **Village Attorney**

9
10
11 **FINAL VOTE AT SECOND READING:**

12
13 Council Member David Singer _____
14
15 Council Member Marsha Matson _____
16
17 Council Member Patrick Fiore _____
18
19 Vice-Mayor John DuBois _____
20
21 Mayor Karyn Cunningham _____
22



AGENDA ITEM

4C

1 **WHEREAS**, the District promulgated and amended Chapter 40E-
2 24, F.A.C., requiring year-round irrigation conservation measures; and

3
4 **WHEREAS**, the South Florida Water Management District Order
5 states that plants may be watered using low volume irrigation, micro-
6 irrigation, low volume hand watering methods, and rain barrels, cisterns,
7 or other similar rain harvesting devices without regard to the watering
8 days or times; and

9
10 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape
11 irrigation regardless of whether the water comes from ground or surface
12 water, from a private well or pump, or from a public or private utility; and

13
14 **WHEREAS**, Rule 40E-24.301, F.A.C., provides that local
15 governments may adopt a landscape irrigation ordinance that achieves
16 water conservation consistent with Rule 40E-24.201, F.A.C., including
17 variance and enforcement procedures; and

18
19 **WHEREAS**, the Village Council of Palmetto Bay, Florida desires to
20 adopt the encouraged ordinance, including variance and enforcement
21 procedures; and

22
23 **WHEREAS**, the Village Council of Palmetto Bay, Florida finds and
24 declares that the adoption of this Ordinance is appropriate, and in the
25 public interest of this community.

26
27 **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE**
28 **COUNCIL OF PALMETTO BAY, FLORIDA OF MIAMI-DADE COUNTY**
29 **FLORIDA: SECTION 15 ENVIRONMENT ARTICLE IV: WATER**
30 **CONSERVATION AND EMERGENCY RESTRICTION**
31 **ENFORCEMENT CODE OF ORDINANCES, ARE CREATED TO**
32 **READ:**

33
34 **WATER CONSERVATION ORDINANCE FOR**
35 **LANDSCAPE IRRIGATION**

36
37 **Section 1. INTENT AND PURPOSE**

1 It is the intent and purpose of this Ordinance to implement procedures
2 that promote water conservation through the efficient use of landscape
3 irrigation.

4
5 **Section 2. DEFINITIONS**

6
7 For the purpose of this Ordinance, the following terms, phrases, words,
8 and their derivatives shall have the meaning listed below. When not
9 inconsistent with the context, words used in the present tense include the
10 future, words in the plural include the singular, and words in the singular
11 include the plural.

12
13 (1) "Address" means the "house number" (a numeric or
14 alphanumeric designation) that, together with the street
15 name, describes the physical location of a specific property.
16 This includes "rural route" numbers, but excludes post office
17 box numbers. If a lot number in a mobile home park or similar
18 community is used by the U.S. Postal Service to determine a
19 delivery location, the lot number shall be the property's
20 address. If a lot number in a mobile home park or similar
21 residential community is not used by the U.S. Postal Service
22 (e.g., the park manager sorts incoming mail delivered to the
23 community's address), then the community's main address
24 shall be the property's address. If a property has no address,
25 it shall be considered "even-numbered."

26
27 (2) "Athletic Play Area" means all golf course fairways, tees,
28 roughs, greens, and other athletic play surfaces; including,
29 football, baseball, soccer, polo, tennis, and lawn bowling
30 fields, and rodeo, equestrian, and livestock arenas.

31
32 (3) "Consumptive Use Permit" (CUP) means a permit issued
33 pursuant to Chapter 40E-2, F.A.C., authorizing the
34 consumptive use of water.

35
36 (4) "District" means the South Florida Water Management
37 District, a government entity created under Chapter 373, F.S.

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- (5) "Even Numbered Address" means an address ending in the numbers 0, 2, 4, 6, 8, or rights-of-way or other locations with no address, or the letters A-M.
- (6) "Existing landscaping" means any landscaping which has been planted and in the ground for more than ninety (90) days.
- (7) "Landscaping" means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas, as defined in Section 2(2).
- (8) "Landscape Irrigation" means the outside watering of shrubbery, trees, lawns, sod, grass, ground covers, plants, vines, ornamental gardens, and such other flora not intended for resale, which are planted and situated in such diverse locations as residential landscapes, recreation areas, cemeteries, public, commercial, and industrial establishments, public medians, and rights-of-way, except athletic play areas.
- (9) "Law Enforcement Officials" *Palmetto Bay should include the definition of a law enforcement, code enforcement, or any local government employee who may be responsible for enforcing this Ordinance.*
- (10) "Low Volume Hand Watering" means the watering of landscape by one (1) person, with one (1) hose, fitted with a self-canceling or automatic shutoff nozzle.
- (11) "Low Volume Irrigation" means the use of equipment and devices specifically designed to allow the volume of water delivered to be limited to a level consistent with the water requirement of the plant being irrigated, and to allow that

1 water to be placed with a high degree of efficiency in the root
2 zone of the plant. The term also includes water used in mist
3 houses and similar establishments for plant propagation.
4 Overhead irrigation and flood irrigation are not included.
5

6 (12) "Micro-irrigation" means the application of small quantities of
7 water on or below the soil surface as drops or tiny streams of
8 spray through emitter or applicators placed along a water
9 delivery line. Micro-irrigation includes a number of methods
10 or concepts, such as bubbler, drip, trickle, mist or microspray,
11 and subsurface irrigation.
12

13 (13) "New landscaping" means any landscaping which has been
14 planted in the ground for ninety (90) days or less.
15

16 (14) "Odd Numbered Address" means an address ending in the
17 numbers 1, 3, 5, 7, 9, or the letters N-Z.
18

19 (15) "Reclaimed Water" means wastewater that has received at
20 least secondary treatment and basic disinfection, and is
21 reused after flowing out of a wastewater treatment facility as
22 defined by Rule 62-40.210, F.A.C.
23

24 (16) "User" means any person, individual, firm, association,
25 organization, partnership, business trust, corporation,
26 company, agent, employee, or other legal entity whether
27 natural or artificial, the United States of America, and the
28 State and all political subdivisions, regions, districts,
29 municipalities, and public agencies thereof, which directly or
30 indirectly takes water from the water resource, including uses
31 from private or public utility systems, uses under water use
32 permits issued pursuant to Chapter 40E-2, F.A.C., or uses
33 from individual wells or pumps.
34

35 (17) "Wasteful and Unnecessary" means allowing water to be
36 dispersed without any practical purpose to the water use; for
37 example, excessive landscape irrigation, leaving an
38 unattended hose on a driveway with water flowing, allowing

1 water to be dispersed in a grossly inefficient manner
2 regardless of the type of water use; for example, allowing
3 landscape irrigation water to unnecessarily fall onto
4 pavement, sidewalks, and other impervious surfaces; or
5 allowing water flow through a broken or malfunctioning water
6 delivery or landscape irrigation system.

7
8 (18) "Water Resource" means any and all water on or beneath the
9 surface of the ground, including natural or artificial
10 watercourses, lakes, ponds, or diffused surface water, and
11 water percolating, standing, or flowing beneath the surface of
12 the ground.

13
14 (19) "Water Shortage" means when the District determines there
15 is the possibility that insufficient water will be available to
16 meet the present and anticipated needs of the users, or when
17 conditions are such as to require a temporary reduction in
18 total use within a particular area to protect water resources
19 from serious harm. A water shortage usually occurs due to
20 drought.

21
22 (20) "Water Shortage Emergency" means when the District
23 determines the provisions listed in Part II of Chapter 40E-21,
24 F.A.C., are not sufficient to protect the public health, safety,
25 or welfare, the health of animals, fish, or aquatic life, a public
26 water supply, or commercial, industrial, agricultural,
27 recreational, or other reasonable-beneficial uses.

28
29 **Section 3. APPLICABILITY**

30
31 The provisions of this Ordinance shall apply to each user, as defined in
32 Section 2(16), providing landscape irrigation from all water resources
33 within the boundaries of the Village of Palmetto Bay] with the following
34 exceptions:

- 35 (a) The use of reclaimed water, which may or may not be
36 supplemented from another source; and
37 (b) Irrigation at agricultural and nursery operations; and
38 (c) Irrigation of athletic play areas.

1
2 **Section 4. YEAR-ROUND LANDSCAPE IRRIGATION**
3 **CONSERVATION MEASURES**
4

5 The Village adopts the rules of the South Florida Water Management
6 District, listed
7 in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions
8 or corrections which are set out as follows:

- 9 (1) The year-round landscape irrigation conservation measures
10 contained in this Ordinance are applicable to all users
11 including permitted and exempt users under Chapter 40E-2,
12 F.A.C., unless otherwise indicated. These conservation
13 measures apply to all water resources, unless otherwise
14 indicated. In addition to the requirements of this Section, all
15 permitted users under Chapter 40E-2, F.A.C., are required to
16 maintain compliance with all CUP conditions and terms,
17 including requirements to implement water conservation
18 practices.
- 19 (2) It shall be the duty of each user to keep informed as to the
20 landscape irrigation conservation measures within this
21 Ordinance which affect each particular water use.
- 22 (3) In addition to the specific conservation measures, all wasteful
23 and unnecessary water use, as defined in Section 2(17), is
24 prohibited.
- 25 (4) The following requirements shall apply to all users, unless
26 specified in Section 3 or Section 5.
- 27 (a) Landscape irrigation shall be prohibited between the
28 hours of 10:00 a.m. and 4:00 p.m., except as otherwise
29 provided.
- 30 (b) Irrigation of existing landscaping shall comply with the
31 following provisions:
- 32 i. Even addresses, as defined in Section 2(5),
33 installations with irrigation systems that irrigate both
34 even and odd addresses within the same zones,
35 such as multi-family units and homeowners'
36 associations, and rights-of-way or other locations
37 with no address shall have the opportunity to

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- accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.
- ii. Odd addresses, as defined in Section 2(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.
- (c) Irrigation of new landscaping shall comply with the following provisions:
 - i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.
 - iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
 - v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as

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defined in Section 2(10), or any appropriate method which isolates and waters only the new landscaping.

- (5) Any water shortage, as defined in Section 2(19), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

Section 5. EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULES

Landscape irrigation scheduling shall be subject to the following exceptions:

- (1) Landscape irrigation systems may be operated during restricted days and/or times for cleaning, maintenance, and repair purposes with an attendant on site in the area being tested. Landscape irrigation systems may routinely be operated for such purposes no more than once per week, and the run time for any one (1) test should not exceed ten (10) minutes per zone.
- (2) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides, fungicides and herbicides, where such watering-in is recommended by the manufacturer, or by federal, state or local law, or best management practices, shall be allowed under the following conditions:
 - (a) Such watering-in shall be limited to one (1) application, unless the need for more than one (1) application is stated in the directions for application specified by the manufacturer; and
 - (b) Such watering-in shall be accomplished during normally allowable watering days and times set forth in Subsection 4(4)(a) and (b), unless a professional licensed applicator has posted a temporary sign

1 containing the date of application and the date(s) of
2 needed watering-in activity.
3 (3) Any plant material may be watered using low volume
4 irrigation, as defined in Section 2(11), micro-irrigation, as
5 defined in Section 2(12), low volume hand watering method,
6 rain barrels, cisterns, or other similar rain-harvesting devices
7 without regard to the watering days or times allowed pursuant
8 to this Section.

9
10 **Section 6. ADDITIONAL REQUIREMENTS**

11
12 Any user who purchases and installs an automatic landscape irrigation
13 system shall properly install, maintain, and operate technology that
14 inhibits or interrupts operation of the system during periods of sufficient
15 moisture in accordance with Section 373.62, F.S.

16
17 **Section 7. VARIANCES**

18
19 (1) A variance from the specific day or days identified in
20 Subsection 4(4)(b) may be granted by the Village if strict
21 application of the restrictions would lead to unreasonable or
22 unfair result; provided the applicant demonstrates with
23 particularity that compliance with the schedule will result in
24 substantial economic, health, or other hardship on the
25 applicant or those served by the applicant. If granted, the
26 applicant shall be required to post a notice at each parcel to
27 which the variance pertains. Relief may be granted only upon
28 a demonstration that such hardship exists, is peculiar to the
29 person or the affected property, is not self-imposed, and
30 further demonstrates that granting the variance would be
31 consistent with the general intent and purpose of this division.
32 (2) The Village recognizes all irrigation variances or waivers
33 issued by the District under Rule 40E-24.501, F.A.C.

34
35 **Section 8. DECLARATION OF WATER SHORTAGE OR WATER**
36 **SHORTAGE EMERGENCY**

37
38 Declaration of a water shortage condition and/or water shortage

1 emergency, as defined in Section 2(20), within all or parts of the Village
2 by the District's Governing Board or Executive Director shall supersede
3 this Ordinance for the duration of the applicable water shortage
4 declaration in accordance with Ordinance No. 07-13, § 1(15-5), 5-7-
5 2007). A water shortage usually occurs due to drought.

6
7 **Section 9. ENFORCEMENT**

8
9 (1) In the absence of a declaration of water shortage or water
10 shortage emergency within all or any part of the Village by
11 the District's Governing Board or Executive Director, the
12 listed landscape irrigation restrictions shall be subject to
13 enforcement action. Any violation of the provisions of Section
14 4 and 5 shall be a violation of this Section.

15
16 (2) The Village authorizes law enforcement officials, as defined
17 in Chapter 2 Administration Article VII Code Compliance
18 Procedures Section 2-205 having jurisdiction in the area
19 governed by this Ordinance, to enforce the provisions of this
20 Ordinance. In addition, the Village Manager may delegate
21 this Ordinance's enforcement responsibility to agencies and
22 departments within the Village government.

23
24 **Section 10. PENALTIES**

25
26 Violations of any provision of this Ordinance may be punished pursuant
27 to Section 162.21, F.S., as amended, as a civil infraction as set forth in
28 the code enforcement citation ordinance of Village Ordinance No 07-13,
29 § 1(15-7), 5-7-2007; Ord. No. 09-22, § 1, 10-5-2009 as may be
30 amended from time to time.

31
32 **Section 11. CODIFICATION**

33
34 Codification of this Ordinance is directed and authorized.

35
36 **Section 12. ORDINANCES REPEALED.**

37

1 Article IV Sections 15-151 through 15-156, Code of Ordinances, are
2 hereby repealed:

3
4 ~~ARTICLE IV. WATER CONSERVATION AND EMERGENCY WATER~~
5 ~~RESTRICTION ENFORCEMENT~~

6
7 ~~Sec. 15-151. Intent and purpose.~~

8 ~~It is the intent and purpose of this article to protect the water resources~~
9 ~~of the village from the harmful effects of over-utilization during periods of~~
10 ~~water shortage and allocate available water supplies by assisting the~~
11 ~~South Florida Water Management District in the implementation of its~~
12 ~~water shortage plan. (Ord. No. 07-13, § 1(15-1), 5-7-2007)~~

13
14 ~~Sec. 15-152. Definitions.~~

15 ~~The following words, terms and phrases, when used in this article, shall~~
16 ~~have the meanings ascribed to them in this section, except where the~~
17 ~~context clearly indicates a different meaning:~~

18
19 ~~1) District means the South Florida Water Management District~~
20 ~~(SFWMD).~~

21 ~~2) Water resource means any and all water on or beneath the surface~~
22 ~~of the ground, including natural or artificial watercourses, lakes,~~
23 ~~ponds, or diffused surface water, and water percolating, standing,~~
24 ~~or flowing beneath the surface of the ground.~~

25 ~~3) Water shortage condition is when sufficient water is not available~~
26 ~~to meet present or anticipated needs of persons using the water~~
27 ~~resource, or when conditions are such as to require temporary~~
28 ~~reduction in total water usage within a particular area to protect the~~
29 ~~water resource from serious harm. A water shortage usually occurs~~
30 ~~due to drought.~~

31 ~~4) Water shortage emergency means that situation when the powers~~
32 ~~which can be exercised under Florida Administrative Code, part II,~~
33 ~~of chapter 40E-21, are not sufficient to protect the public health,~~
34 ~~safety or welfare or the health of animals, fish or aquatic life, or a~~
35 ~~public water supply, or commercial, industrial, agricultural,~~
36 ~~recreational or other reasonable uses.~~

37 ~~(Ord. No. 07-13, § 1(15-2), 5-7-2007)~~
38

1 ~~Sec. 15-153. Application of this chapter.~~

2 ~~The provisions of this chapter shall apply to all persons using the water~~
3 ~~resource within the geographical areas subject to the water shortage or~~
4 ~~water shortage emergency as determined by the district, whether from~~
5 ~~public or privately owned water utility systems, private wells, or private~~
6 ~~connections with surface water bodies. This chapter shall not apply to~~
7 ~~persons using treated effluent or salt water.~~

8 ~~(Ord. No. 07-13, § 1(15-3), 5-7-2007)~~

9
10 ~~Sec. 15-154. Amendments to water shortage plan.~~

11 ~~The Florida Administrative Code, chapter 40E-21 is incorporated herein~~
12 ~~by reference as a part of this Code.~~

13 ~~(Ord. No. 07-13, § 1(15-4), 5-7-2007)~~

14
15 ~~Sec. 15-155. Declaration of water shortage; water shortage emergency.~~

16 ~~The declaration of a water shortage or water shortage emergency within~~
17 ~~all or any part of the village by the governing board or the executive~~
18 ~~director of the district shall invoke the provisions of this chapter. Upon~~
19 ~~such declaration, all water use restrictions or other measures adopted by~~
20 ~~the district applicable to the village, or any portion thereof, shall be~~
21 ~~subject to enforcement action pursuant to this article. Any violation of the~~
22 ~~provisions of the Florida Administrative Code, chapter 40E-21, or any~~
23 ~~order issued pursuant thereto, shall be a violation of this chapter.~~

24 ~~(Ord. No. 07-13, § 1(15-5), 5-7-2007)~~

25
26 ~~Sec. 15-156. Enforcement.~~

27 ~~Every police officer having jurisdiction in the area governed by this article~~
28 ~~shall, in connection with all other duties imposed by law, diligently enforce~~
29 ~~the provisions of this article. The village's department of code compliance~~
30 ~~shall also enforce the provisions of this Code. In addition, the village~~
31 ~~manager may also delegate enforcement responsibility for this article to~~
32 ~~agencies and departments of the village government, or cities in the~~
33 ~~service areas governed by this chapter in accordance with state and local~~
34 ~~law.~~

35 ~~(Ord. No. 07-13, § 1(15-6), 5-7-2007)~~

36
37 **Section 13. SEVERABILITY**

38

1 If any Section, Subsection, sentence, clause, or phrase of this Ordinance
2 is held to be invalid or unconstitutional by any court of competent
3 jurisdiction, then said holding shall in no way affect the validity of the
4 remaining portions of this Ordinance.

5

6 **Section 14. EFFECTIVE DATE**

7

8 This Ordinance shall take effect immediately upon adoption.

9

10 **PASSED on FIRST READING** this 13th day of July 2020.

11

12 **VOTE AT FIRST READING:**

13

14 Council Member David Singer YES

15

16 Council Member Marsha Matson YES

17

18 Council Member Patrick Fiore YES

19

20 Vice-Mayor John DuBois ABSENT

21

22 Mayor Karyn Cunningham YES

23

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 8, 2020

Greg Truitt
Village Manager
Village of Palmetto Bay
9705 E Hibiscus St
Palmetto Bay, FL 33157-5606

Subject: Protecting South Florida's Water Resources - Water Conserving Landscape Irrigation Ordinances

Dear Mr. Truitt:

With South Florida's growing demands for water, it's especially important that we work closely together to properly manage and conserve our precious water resources. Implementing water conservation measures promotes efficient water use and decreases water waste.

Lawn irrigation can account for more than half of residential water use. Most South Florida lawns only need to be watered a few days a week (or less) to remain healthy. To encourage more responsible use of water resources throughout South Florida, the South Florida Water Management District Governing Board adopted the Mandatory Year-Round Landscape Irrigation Conservation Measures (Year-Round Irrigation Rule), Chapter 40E-24, Florida Administrative Code (FAC), in 2010. The rule restricts the times and number of days landscape irrigation is allowed within the District's jurisdiction and follows scientifically-sound recommendations for lawn irrigation. Many local governments have since enacted/updated their irrigation ordinances to promote water conservation in their respective counties and municipalities and follow the District's Year-Round Irrigation Rule.

The District is now reviewing local irrigation ordinances by all of the counties and municipalities within the District's 16-county region and is reaching out to every local government that appears to either lack an applicable ordinance or has an ordinance that does not incorporate all of the District rule elements. We would like to offer our assistance to you and your staff to ensure your local government's irrigation ordinance properly incorporates the District's Year-Round Irrigation Rule. Please note that local ordinances can be *more* restrictive than the Year-Round Irrigation Rule but cannot be less restrictive. We look forward to working with you and your staff to help put consistent rules and ordinances in place across South Florida so that residents understand and comply with all irrigation requirements.

Our partnership supports a safe and reliable water supply for South Florida's future, and we kindly request, **within four weeks from the date of this letter**, a response regarding your local government's intention to update its ordinance. The District's water conservation team, including myself, are always available to provide any assistance. The District also has templates and other information available that can be used to guide this update.

If you have any questions or would like to discuss how we can assist, please contact me at melsner@sfwmd.gov or (561) 682-6156; or Jim Harmon, the District Water Conservation Supervisor, at jharmon@sfwmd.gov or (561) 682-6777.

Sincerely,



Mark E. Elsner, P.E.
Water Supply Bureau Chief

ME/dc

Enc: ~~Mandatory~~ Year-Round Landscape Irrigation Conservation Measures Rule Fact Sheet

C: Missy Arocha, Village Clerk

Year Round Landscaping Irrigation Conservation Measures

FYI

Some city and county governments have adopted more stringent local landscape irrigation ordinances that differ from the District rule based on local water demands, system limitations or resource availability. Several counties and cities have exercised this option so residents should always check for local ordinances. To determine watering days and times in your area, contact your local government or visit www.sfwmd.gov/mywateringdays and click on the county links.



In effect since March 2010, the Year-Round Landscape Irrigation Conservation Measures Rule (Chapter 40E-24, Florida Administrative Code) limits landscape watering to two days a week throughout the South Florida Water Management District, with a three-day-a-week provision for some counties. It applies in all cases when the source of water for irrigation is a utility, lake, pond, canal or well. (See limited exclusions on next page.) The mandatory year-round rule is a component of the SFWMD's Comprehensive Water Conservation Program, which encourages more responsible use of water resources.

District Rules

2 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Wednesdays and/or Saturdays**.
- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Thursdays and/or Sundays**.

3 Day-A-Week Watering

- No watering between 10 a.m. and 4 p.m.
- Residents and businesses with an **odd-numbered** street address may water lawns and landscapes on **Mondays, Wednesdays and/or Saturdays**.



South Florida Water Management District
3301 Can Club Road • West Palm Beach, Florida 33406
561-886-8889 • www.sfwmd.gov

sfwmd.gov

- Residents and businesses with an **even-numbered** street address, **no street address** or those that **irrigate both even and odd addresses** within the same zones, which may include multi-family units and homeowners associations, may water lawns and landscapes on **Tuesdays, Thursdays and/or Sundays**.

New Landscape Irrigation

The SFWMD Year-Round Landscape Irrigation Rule allows additional watering for up to 90 days following the installation of new lawns and landscaping.

- On the day new landscaping is installed, new plantings and the soil may be irrigated once without regard to the normally allowable watering days and times. Soil irrigation is also allowed immediately prior to planting.
- New plantings that have been in place for **30 days or less** may be watered on **Mondays, Tuesdays, Wednesdays, Thursdays, Saturdays and/or Sundays**.
- New plantings that have been in place **from 31 to 90 days** may be watered on **Mondays, Wednesdays, Thursdays and/or Saturdays**.
- Irrigation is limited to the areas containing new landscaping only. An entire irrigation zone may be watered only if new landscaping is planted on at least 50 percent of that zone. If new landscaping is planted on less than 50 percent of an irrigation zone, only the new plantings may be watered.

Exclusions to the SFWMD Year-Round Rule

- The use of low-volume irrigation methods – including micro-irrigation, container watering and hand-watering with a hose (with an automatic shut-off nozzle) – is allowed anytime.
- The use of reclaimed water and harvested rainwater for irrigation purposes is allowed anytime.
- The rule applies only to water used for landscape irrigation. There are no restrictions on other outdoor uses such as pressure cleaning or vehicle/boat washing, although voluntary, water-conserving practices are highly recommended.

Alternative Irrigation Schedule

If unique circumstances prohibit adherence to the mandatory SFWMD landscape irrigation conservation measures, individuals and businesses/organizations may seek an alternative schedule that still meets the intent of the rule. Guidance is available [online](#) or by contacting Jim Harmon at (561) 682-6777 to learn more about the alternative irrigation schedule request and approval process.

Questions?

For more information on the rule, including watering days and times by county:

- Visit www.sfwmd.gov/mywateringdays
- Call the South Florida Water Management District "Water Conservation Hotline" at 1-800-662-8876
- Email a water conservation expert at conservation@sfwmd.gov





AGENDA ITEM

5A

1 **Section 1.** Section 30-170 of the Village Code of the Village of Palmetto
2 Bay is hereby amended, as follows:

3
4 **SECTION 30-170:**

5 A Design Review Board (the “Board”) is created for the purpose of provid-
6 ing recommendations to the Village Council (the “Council”) regarding the fol-
7 lowing goals and objectives of the Village.

8 (a) Mission: To promote the cohesive appearance, style and architectural
9 quality of for new buildings (except single family residences) and
10 building additions including façade renovations where 50% or more is
11 improved, in the Downtown District, which contribute to the character
12 and residential well-being of its constituents.

13 (b) Review Responsibilities: (i) to approve aspects of architecture, land-
14 scaping, lighting, and signage for new buildings (except single family
15 residences) and building additions including façade renovations
16 where 50% or more is improved, in the Downtown District: (ii) to pre-
17 serve existing structures that contribute to the character of Palmetto
18 Bay; (iii) To promote development that aligns with the goals and ob-
19 jectives within the Palmetto Bay Comprehensive Plan and to align
20 Palmetto Bay’s building values within the health and safety of its res-
21 idents.

22 (c) The Board shall review the application concerning the design content
23 of the projects of newly constructed buildings in the Downtown Dis-
24 trict. The following will be reviewed upon the submittal of the Design
25 Review Board application;

26 i. Floor plans;

27 ii. Roof plans;

28 iii. Colored elevations of all facades to include landscaping;

1 iv. All color and material samples for the building exterior including
2 the windows and roofs; and

3 v. An exterior lighting plan with fixture cuts sheets.

4 (d) Membership: The members of the Board shall consist of five (5) pro-
5 essionals: each Councilmember appointing one Board member and
6 approved by the entire Village Council. The following will address the
7 membership of the Board. Each Board member;

8 i. Cannot be currently employed by the Village;

9 ii. Cannot be current members on any advisory board, committee,
10 and task force of the Village;

11 iii. Must be any one of the following: a professional licensed archi-
12 tect, an urban planner, a landscape architect, an artist, an archi-
13 tectural historian, or a faculty member from an architecture
14 school.

15 iv. Members shall serve for two(2) years, under staggered terms,
16 serving without compensation.

17 (e) Recommendation: The Board shall submit a written recommendation
18 to the Council, which shall make a final decision to accept, amend or
19 reject the application. In the event the Council either amends or re-
20 jects the application, the Council shall have the power to remand the
21 application to the Board for further review. Should the applicant not
22 wish to return to the Board for further review, the applicant may appeal
23 the decision by the filing of a Petition for Certiorari in the Circuit Court
24 for Miami-Dade County, Florida. The prevailing party shall be entitled
25 to all fees and costs at both trial and appellate levels.

26 (f) Conflict of Interest: If any member of the Board shall find a private or

1 personal interest in the matter coming before the board, the member
2 shall be disqualified from all participation in that matter. No member
3 of the Design Review Board shall have a project considered or ap-
4 proved by the Design Review Board during his / her term of service
5 on the Board and for two (2) years thereafter.

6 (g) Removal: A Board member will be removed if he / she is absent from
7 three (3) Board meetings per calendar year.

8
9 **Section 2. Conflicting Provisions.** The provisions of the Code of Ordi-
10 nances of the Village of Palmetto Bay, Florida and all ordinances or parts of
11 ordinances in conflict with the provisions of this ordinance are hereby repealed.
12

13 **Section 3. Severability.** The provisions of this Ordinance are declared
14 to be severable, and if any sentence, section, clause or phrase of this Ordi-
15 nance shall, for any reason, be held to be invalid or unconstitutional, such de-
16 cision shall not affect the validity of the remaining sentences, sections, clauses
17 or phrases of the Ordinance, but they shall remain in effect it being the legisla-
18 tive intent that this Ordinance shall stand, notwithstanding the invalidity of any
19 part.
20

21 **Section 4. Codification.** It is the intention of the Village Council and it is
22 hereby ordained the provisions of this Ordinance shall become and be made
23 part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that
24 sections of this Ordinance may be renumbered or re-lettered to accomplish
25 such intentions, and that the word "Ordinance" shall be changed to "Section"
26 or other appropriate word.
27

28 **PASSED on FIRST READING** this ____ day of September 2020.
29

30
31 **VOTE AT FIRST READING:**

32
33 Council Member David Singer _____

34
35 Council Member Marsha Matson _____
36

1 Council Member Patrick Fiore _____
2
3 Vice-Mayor John DuBois _____
4
5 Mayor Karyn Cunningham _____
6

7
8 **PASSED** and **ADOPTED** on **SECOND READING** this _____ day of
9 _____ 2020.

10
11
12 **Attest:** _____
13 **Missy Arocha** **Karyn Cunningham**
14 **Village Clerk** **Mayor**

15
16 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND**
17 **RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**
18

19
20 _____
21 **John C. Dellagloria, Esq.**
22 **Village Attorney**

23
24 **FINAL VOTE AT SECOND READING:**

25
26 Council Member David Singer _____
27
28 Council Member Marsha Matson _____
29
30 Council Member Patrick Fiore _____
31
32 Vice-Mayor John DuBois _____
33
34 Mayor Karyn Cunningham _____

THE VILLAGE OF PALMETTO BAY

DESIGN REVIEW BOARD HANDBOOK



JULY 2020

INTRODUCTION

The Village of Palmetto Bay established its Design Review Board in the FALL of 2020. Its purpose is to approve and review the aesthetic character and changes for new commercial and government buildings in the Village. The Design Review Board consists of five (5) members who are licensed architects, urban planners, landscape architects, artist, architectural historians, faculty members of schools of architecture. While its mission is to approve the facade of new construction, the Design Review Board does not address zoning issues.

The purpose of the Design Review Board is the following:

- Sets standards and examples for judging the compatibility with the approved Village design of new buildings and building additions; and
- Simplifies the understanding of the key aspects of building site location and design; and
- Highlights the important features of the surrounding community to enhance appreciation of the natural and developed environment.

PROCESS

Pre-Application Meeting

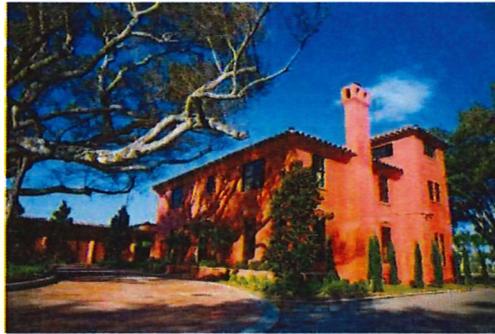
The applicant first meets with the Planning & Zoning administrator prior to applying for the Design Review process. Staff determines whether the project's scope and context are appropriate for preliminary review prior to final review. If special circumstances apply, the project proceeds directly to final review. The requirement for the pre-application conference may be waived by the Planning Administrator for petitioners with experience with the design review process.

Application

The application is due on a date to be determined by the Board. Fees and review documentation to be determined by the Board.

(Preliminary Review submittal requirements)

(Final Design Review submittal requirements)



OVERVIEW OF GUIDELINES

Main Components of Evaluation

The design guidelines are intended to encourage architects and project reviewers to consider local conditions to produce new buildings which contribute to the fabric of the surroundings. Each design element addressed in the Village's design guidelines is a significant component of the overall development. With attention to the elements identified below, proposed projects will accomplish a complementary relationship with adjacent properties and become an asset to the community. The components of evaluation of the Design Review Board are based on architecture, landscaping, design, and planning.



It is critical that the project's architect examine the site and its surroundings, identify the key design features, and determine how the proposed project can address guideline objectives. For a project located on a street with a consistent and distinctive architectural character, the architectural elements of the building are key to helping the building fit its surrounding environment. On other sites with few commercial buildings, the placement of open space and treatment of pedestrian areas are the most important concerns. The following contextual objectives should be considered:

- 📍 Address streetscape: including street layout, landscape features and visual character.

- ✚ Use opportunities resulting from the site's configuration or natural features.
- ✚ Address landscaping- such as significant trees, park space or boulevard treatments.
- ✚ Identify distinctive architectural style, site configuration, architectural concepts, materials, or other features that add to its visual identity.
- ✚ Identify characteristic such as scale, proportion, rhythm, or other patterns that add consistency to the streetscape.
- ✚ Preserve and enhance personal safety and discourage crime.

Architectural Features

The exterior architectural elements of a building are the components which define the building's appearance, such as balconies, details, entries, roofs, materials, porches, and windows. Guidelines encourage new development to complement neighboring buildings and contribute to the Village's identity. These guidelines do not require new buildings to mimic older ones. New structures can successfully relate to older ones while still looking contemporary and responding to changing societal needs and design opportunities.

Possible guidelines within architectural appearance to explore:

- ✚ Facades
- ✚ Awnings
- ✚ Balconies
- ✚ Porticos
- ✚ Roof Line

Building Design

The scale of new development should be compatible with its surroundings. Building orientation and form, setback and open space can help a new project relate to nearby properties.

Possible guidelines within building design to explore:

- ✚ Compatibility
- ✚ Transition
- ✚ Modulation
- ✚ Human scale
- ✚ Structured parking



Landscaping

Landscaping defines the public's visual impression of Palmetto Bay as much as the built environment. The Board will review aspects of landscape design. It will address screening and buffering of unsightly uses, enhancing appearance of a project's open space and buildings, reinforcing the landscape character of the street, and framing views or providing shade.

Possible guidelines within landscaping to explore:

- ✚ Context
- ✚ Site enhancement
- ✚ Fences and freestanding walls
- ✚ Noise Reduction
- ✚ Special site conditions
- ✚ Placement
- ✚ Continuity and consistency
- ✚ Resilient Trees

Site Planning

The location of buildings, parking lots, open space and service areas are the elements of site planning. A site plan provides for the interrelationship of all elements on the site and the coordination of these elements with existing developments or natural features found on adjacent sites. An analysis of on-site features and full recognition of off-site factors which influence the development are expected to be reflected in each set of plans presented to the Design Review Board. Site planning addresses pedestrian quality, including street-level uses, parking lots along street fronts, open spaces, sidewalks and streetscaping, and screening of utilities, dumpsters, and service areas.

Possible guidelines within site planning to explore:

- ✚ Building orientation
- ✚ Vehicular areas

- ✚ Views
- ✚ Open space
- ✚ Pedestrian use
- ✚ Building entrances
- ✚ Emergency access
- ✚ Climate
- ✚ Refuse and loading
 - Exterior storage and loading are integral parts of the overall site plan
- ✚ Lighting
- ✚ Safety

APPLICATION

CHECKLIST

This checklist is a summary of the issues addressed by these guidelines. It is not meant to be a substitute for the language and examples in the guidelines. Rather, it is a tool for assisting the determination about which guidelines are most important on a site. Please explain the reasons your project will or will not meet the following standards and criteria.

| Site Planning | YES | NO | N/A | Explanation |
|---|-----|----|-----|-------------|
| 1. Reinforce existing site characteristics | | | | |
| 2. Orient building to corner and parking away from corner | | | | |
| 3. Discourage parking lots or structures along street frontages | | | | |
| 4. Minimize visual impacts and physical intrusion of parking lots or structures | | | | |
| 5. Alleys are used for vehicular access | | | | |
| 6. Maintain unique view corridors & vistas | | | | |
| 7. Maximize open space opportunity on the site | | | | |
| 8. Provide grand public gesture on major projects | | | | |
| 9. Pedestrian enhancements are provided to facilitate pedestrian circulation | | | | |

| | | | | |
|--|--|--|--|--|
| 10. Provide clearly identifiable and convenient pedestrian entry | | | | |
| 11. The project is climatically responsive | | | | |
| 12. Screen dumpster, utility and service areas | | | | |
| 13. Encourage human activity on the street | | | | |
| 14. Consider personal safety | | | | |

| Building Design | YES | NO | N/A | Explanation |
|--|-----|----|-----|-------------|
| 1. Provide sensitive transition to nearby, less intensive zoning districts | | | | |
| 2. Minimize intrusion into privacy on adjacent sides | | | | |
| 3. Avoid blank walls | | | | |
| 4. Details and elements provide comfortable human scale | | | | |
| 5. Garage doors don't subordinate pedestrian entries | | | | |

| Architectural Elements | YES | NO | N/A | Explanation |
|--|-----|----|-----|-------------|
| 1. Complement positive existing character and respond to community | | | | |
| 2. Unified architectural concept | | | | |
| 3. Articulated design elements and details | | | | |

| Signage | YES | NO | N/A | Explanation |
|--|-----|----|-----|-------------|
| 1. Signage is an integral component to the building design | | | | |

| Landscaping | YES | NO | N/A | Explanation |
|---|-----|----|-----|-------------|
| 1. Reinforce existing landscape | | | | |
| 2. Landscaping enhances the building appearance | | | | |
| 3. Compatible fence and wall system | | | | |
| 4. Landscaping takes advantage of special site conditions | | | | |
| 5. Preserve quality mature vegetation | | | | |
| 6. Follow established streetscape materials and pattern | | | | |

DRAFT



PB Design Review Board

MISSION/OBJECTIVE/PROCESS/STYLES

MISSION

PROMOTE COHESIVE APPEARANCE, STYLE AND ARCHITECTURAL QUALITY VILLAGE WIDE

TO CREATE A SIMILAR CHARACTER AND VILLAGE FABRIC IN DOWNTOWN, SIMILAR TO EXISTING VILLAGE CHARACTER

TO PROMOTE DEVELOPMENT THAT ALIGNS WITH THE GOALS AND OBJECTIVES OF THE VILLAGE

“We shape our buildings; thereafter, they shape us”

-Winston Churchill



OBJECTIVE:

TO APPROVE ASPECTS OF ARCHITECTURAL STYLE AND AESTHETICS INCLUDING LIGHTING, LANDSCAPING AND SIGNAGE FOR NEW BUILDINGS, EXCEPT SINGLE FAMILY RESIDENCES AS WELL AS BUILDING ADDITIONS, INCLUDING FAÇADE RENOVATIONS.

MEMBERSHIP.

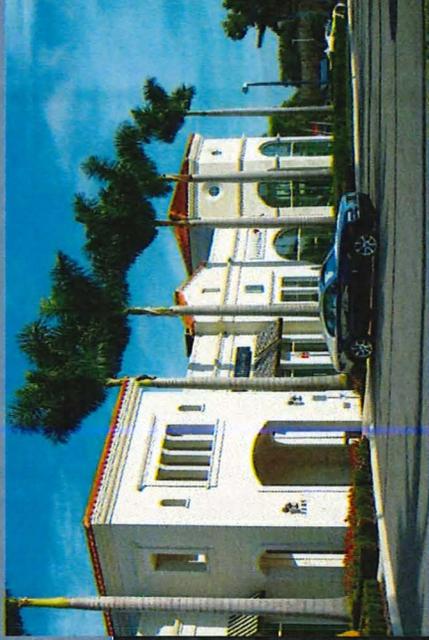
5-MEMBER BOARD/ APPOINTED BY EACH COUNCIL MEMBER.

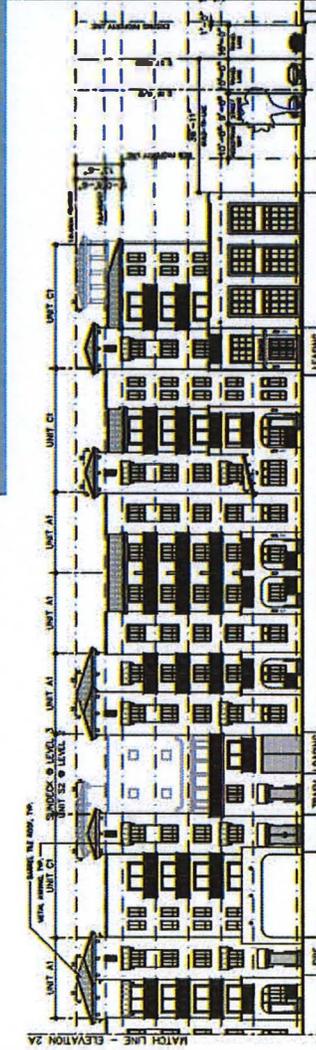
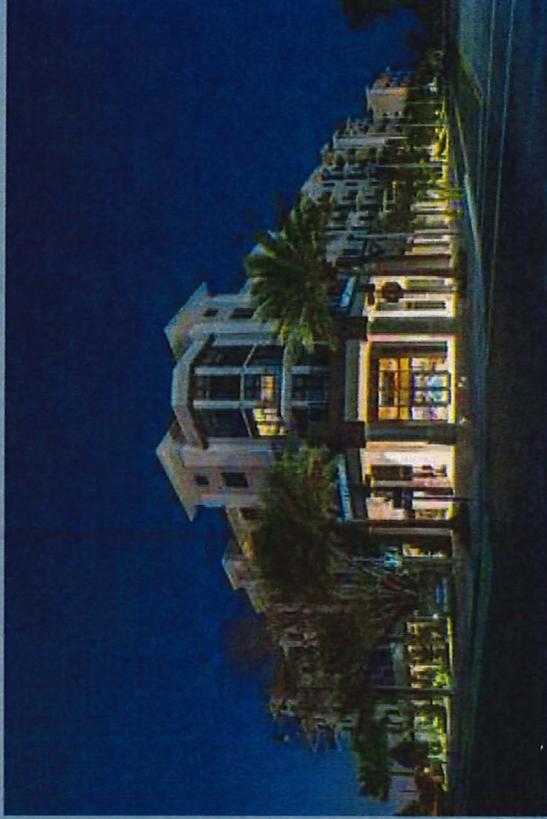
PROFESSIONAL LICENSED ARCHITECT, URBAN PLANNER, LANDSCAPE ARCHITECT, ARTIST, ARCHITECTURAL HISTORIAN, FACULTY MEMBER FROM AN ARCHITECTURE SCHOOL.

CANNOT BE SERVING IN OTHER VILLAGE COMMITTEES OR TASK FORCES.

CANNOT BE EMPLOYED BY THE VILLAGE.

REMOVAL OF BOARD MEMBER, IF MEMBER IS ABSENT FROM THREE (3) DRB MEETINGS PER CALENDAR YEAR.





EXISTING VILLAGE FABRIC/ FLORIDA
VERNACULAR STYLE



- Local Materials
- Cottage Like
- Pastel Color Palette
- Porches
- Multi-pitched roofs (gable roof)
- Trim accents (spandrel framing elements)

FLORIDA VERNACULAR STYLE



AGENDA ITEM

5B

1
2 **Section 2. Conflicting Provisions.** The provisions of the Code of
3 Ordinances of the Village of Palmetto Bay, Florida and all Ordinances or
4 parts of Ordinances in conflict with the provisions of this Ordinance are
5 hereby repealed.

6
7 **Section 3. Severability.** The provisions of this Ordinance
8 are declared to be severable, and if any sentence, section, clause or
9 phrase of this Ordinance shall, for any reason, be held to be invalid or
10 unconstitutional, such decision shall not affect the validity of the
11 remaining sentences, sections, clauses or phrases of the Ordinance, but
12 they shall remain in effect it being the legislative intent that this
13 Ordinance.

14
15 **Section 4. Codification.** It is the intention of the Village
16 Council and it is hereby ordained the provisions of this Ordinance shall
17 become and be made part of the Code of Ordinances of the Village of
18 Palmetto Bay, Florida, that sections of this Ordinance may be
19 renumbered or re-lettered to accomplish such intentions, and that the
20 word "Ordinance" shall be changed to "Section" or other appropriate
21 word.

22
23 **Section 5. Effective Date.** This Ordinance shall take effect
24 immediately upon Second Reading.

25
26 **PASSED on FIRST READING** this ____ day of September
27 2020.

28
29 **VOTE AT FIRST READING:**

30
31 Council Member David Singer _____

32
33 Council Member Marsha Matson _____

34
35 Council Member Patrick Fiore _____

36
37 Vice-Mayor John DuBois _____

38
39 Mayor Karyn Cunningham _____

1 **PASSED** and **ADOPTED** on **SECOND READING** this _____ day
2 of _____ 2020.

3

4

5

Attest:

6

7

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

8

9

10

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

11

12

13

14

15

John C. Dellagloria, Esq.
Village Attorney

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17

18

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FINAL VOTE AT SECOND READING:

22

23

Council Member David Singer _____

24

25

Council Member Marsha Matson _____

26

27

Council Member Patrick Fiore _____

28

29

Vice-Mayor John DuBois _____

30

31

Mayor Karyn Cunningham _____



AGENDA ITEM

5C

1 (2): During the period of time (the "Period") between the initial
2 advertisement by the Village up through and including the final award,
3 which includes the execution of a contract and/or Village Council approval,
4 any individual or entity placing a bid or any individual or entity responding
5 to a request for proposal (RFP) or a request for qualifications (RFQ),
6 including any individual or entity acting on their behalf, shall make a
7 monetary or in-kind contribution to any candidate who has qualified for
8 office during that Period of time.

9
10 **Section 2. Conflicting Provisions.** The provisions of the Code of
11 Ordinances of the Village of Palmetto Bay, Florida and all ordinances or
12 parts of ordinances in conflict with the provisions of this ordinance are
13 hereby repealed.

14
15 **Section 3. Severability.** The provisions of this Ordinance are de-
16 clared to be severable, and if any sentence, section, clause or phrase of
17 this Ordinance shall, for any reason, be held to be invalid or unconstitu-
18 tional, such decision shall not affect the validity of the remaining sen-
19 tences, sections, clauses or phrases of the Ordinance, but they shall re-
20 main in effect it being the legislative intent that this Ordinance

21
22 **Section 4. Codification.** It is the intention of the Village Council
23 and it is hereby ordained the provisions of this Ordinance shall become
24 and be made part of the Code of Ordinances of the Village of Palmetto
25 Bay, Florida, that sections of this Ordinance may be renumbered or re-
26 lettered to accomplish such intentions, and that the word "Ordinance" shall
27 be changed to "Section" or other appropriate word.

28
29
30 **Section 5. Effective Date.** This Ordinance shall take effect imme-
31 diately upon enactment upon Second Reading.

32
33 First Reading: September 14, 2020
34
35 Second Reading: _____

1 **PASSED and ENACTED** this ____ day of _____, 2020.

2
3
4 **Attest:**

5
6
7 _____
8 Missy Arocha
9 Village Clerk

Karyn Cunningham
Mayor

10
11
12 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
13 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**

14
15
16
17 _____
18 John C. Dellagloria
19 Village Attorney

20
21
22 **FINAL VOTE AT ADOPTION:**

23
24 Council Member Patrick Fiore _____
25
26 Council Member David Singer _____
27
28 Council Member Marsha Matson _____
29
30 Vice-Mayor John DuBois _____
31
32 Mayor Karyn Cunningham _____