**VILLAGE OF PALMETTO BAY**

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

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.

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# AGENDA
# REGULAR COUNCIL MEETING
# MONDAY, JULY 10, 2023 – 7:00 PM
## (PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

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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. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Florida Senator Alexis Calatayud (Legislative Update)

   B. Recognition of Pastor Rick (Christ Fellowship Church)

   C. Recognition of Kara Borromeo (Women in Tennis)

D. Recognition of Oliver Madubuike (Counselor in Training)

E. Recognition of Dr. Amit K. "Bobby" Mahajan (National Lung Month)

F. Recognition of Officer Eric Pazos (VPB Policing Unit)

**3. APPROVAL OF MINUTES**

A. Regular Council Meeting (May 1, 2023)

B. Regular Council Meeting (June 5, 2023)

**REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED** Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of the agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign-in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of the agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

**4. VILLAGE MANAGER'S REPORT**

A. Departmental Updates

B. Police Commander Report

**5. VILLAGE ATTORNEY'S REPORT**

A. Litigation Update

**6. VILLAGE CLERK'S REPORT**

A. Calendar update for the month of July 2024

**7. BOARD AND COMMITTEE REPORTS**

A. Resiliency Committee Meeting (May 18, 2023)

**8. EMERGENCY ORDINANCES WITH PUBLIC HEARING**

**9. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE I; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION,

SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on June 5, 2023-Regular Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on June 5, 2023 – Regular Council Meeting)*

**10. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Continued from Regular Council Meeting – June 5, 2023)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON THE COUNCIL, WITH THE BENEFIT TO BE RECEIVED FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

**11. CONSENT AGENDA**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A ONE-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF $22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE "TREE CITY USA 2023" APPLICATION; RECOGNIZING THE IMPORTANCE OF NATIONAL ARBOR DAY BY

REAFFIRMING OUR COMMITMENT TO THE VILLAGE'S "TREE CITY USA" DESIGNATION; PROCLAIMNG THIS PAST APRIL 21ST, 2023 AS "NATIONAL ARBOR DAY" IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

**12. RESOLUTIONS REQUIRING PUBLIC HEARING**

**13. RESOLUTIONS WITH PUBLIC COMMENT**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, NAMING A VILLAGE WILDLIFE ANIMAL; CREATING A VILLAGE-WIDE CONTEST FOR CHOSING AND NAMING A VILLAGE WILDLIFE ANIMAL; PROVIDING FOR A WILDLIFE ANIMAL LOGO AND COSTUME FOR VILLAGE EVENTS TO INCREASE AWARENESS OF THE IMPORTANCE OF WILDLIFE IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO RECOMMENDATIONS FROM THE VILLAGE MANAGER REGARDING THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE CREATION OF COMMUNITY WILDLIFE HABITATS; SEEKING FINAL DIRECTION FROM THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED FOR POCKET PARKS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING METRIC ENGINEERING, INC., TO CONDUCT A TREE INVENTORY FOR DISTRICT 1 AND UPDATE THE GIS SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH THE COMPANY, IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2024, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF

CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING THE CONTRACT OF KIMBERLY HORN AND ASSOCIATES, INC. REGARDING PROFESSIONAL PARK DESIGN SERVICES FOR VERTERANS PARK, FOR THE PURPOSE OF AUTHORIZING ADDITIONAL LANDACAPE ARCHITECTURAL AND CIVIL ENGINEERING SERVICES AT A COST NOT TO EXCEED $119,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF LUDOVICI PARK BY VOLUNTEERING MIAMI INC., FOR THE PURPOSE OF HOSTING A “VOLUNTEER FAIR 2023” EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY MIAMI-DADE COUNTY COMMISSION FOR WOMEN, FOR THE PURPOSE OF HOSTING A “RAISE AWARENESS FUNDRAISER” EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

**14. OTHER BUSINESS**

**15. COUNCIL COMMENTS**

**16. NEXT MEETING AND ADJOURNMENT**

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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.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response 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 verbatim record of the proceedings is made, which record includes 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.

AMERICAN DISABBILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.

**AGENDA ITEM NO. 3.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | APPROVAL OF MINUTES |
| **SUBJECT:** | Regular Council Meeting (May 1, 2023) |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Minutes (May 1, 2023)
Exhibit A-Public Comments by Form

# MINUTES
# REGULAR COUNCIL MEETING
# MONDAY, MAY 1, 2023 – 7:00 PM

(PROCLAMATIONS AND BEGAN AT 6:30 PM)
VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

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The Mayor and Village Council led the following proclamations and recognitions at 6:30 p.m.

**1. PROCLAMATIONS, AWARDS, PRESENTATIONS**

A. Proclamation in honor of National Gun Violence Awareness Day (Moms Demand Action)

B. Recognition of 2023 Mayor's Environmentalist of the Year Nominee, Pamela Shlachtman

C. Recognition of graduating high school seniors (Youth Community Involvement Task Force Members: Julia Bernarde, Hamzah Bouhouj, Giancarlo Diego, Ella Foxworthy, Robert Hoel Jr., Valentina Nicollini, Devica Shah, Harrison Tellam, and Lorenzo Vinueza)

D. Recognition of Javi de Cardenas (Florida Scholastic Rowing Association (FSRA) - LW Varsity Single Sculler State Championship)

E. Recognition of 2nd Annual Youth Crime Watch Award Elementary School of the Year (Coral Reef Elementary School)

F. Recognition of 2nd Annual Youth Crime Watch Award recipients for poster contest themed "Safety is Everyone Responsibility" (1st place elementary level, Mia Puente, Howard Drive Elementary) (2nd place elementary level, Adrianna Kafie, Coral Reef Elementary School)

G. Recognition of Officers Kevin Collins, Mercy Dion, and Pete Judge (VPB Policing Community Outreach Unit)

H. Recognition of Detective Alajandro Hernandez (VPB Policing Unit)

**2. 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.

The Regular Council Meeting was called to order at 7:13 p.m. by Mayor for the Day, Gibson Rubino.

The following members of the Village Council were present during roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officers were present during the roll call:
Village Manager Nick Marano
Village Attorney John Dellagloria
Village Clerk Missy Arocha

The invocation and pledge of allegiance was led by Councilmember Patrick Fiore.

## 3. APPROVAL OF MINUTES

A. Regular Council Meeting (April 3, 2023)

Councilmember Steve Cody **motioned** to approve the minutes. Vice Mayor Leanne Tellam **seconded. All voted in favor (5-0). The minutes passed unanimously.**

**4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED** Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of the agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign-in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of the agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

The following public comments were made in person during the meeting for a time allotment of three minutes:

- Madeline Roman (9383 SW 182nd Street) – questioned where the information to the Village litigation is relating to the bridge.

- Carol Vega (8845 SW 178th Terrace) – stated that she would like to see more parking available at Village Hall.
- Patricio Gonzalez (7420 SW 174th Street) – spoked opposed to limiting the public comment by form feature and spoke in support of a wildlife management plan.

Village Clerk Missy Arocha read the public comments submitted by form. All public comments submitted by form for the Regular Council Meeting-May 1, 2023, are attached as "**Exhibit A**".

## 5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

Village Manager Nick Marano reported that the Manager's detailed report was part of the agenda packet and recited the departmental highlights of his report by illustrating a PowerPoint presentation. Following his report, he answered questions raised by the Council in the report.

B. Police Commander Report

Major Mari Guerra illustrated the Compstat Reports for the month of April 2023 and reported that the water vessel is scheduled to be placed on the canal, operational to the Village during the month of June 2023. She also explained that the first Miami-Dade County Police Department graduating class of the crisis response unit will occur during the month of May 2023 in honor of mental awareness month.

## 6. VILLAGE ATTORNEY'S REPORT

A. Litigation Update

Village Attorney John Dellagloria provided a litigation update on open litigation cases with the Village and answered questions raised by the Council on the matter.

## 7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for the month of May 2023 and provided an update on Board and Committee vacancies.

## 8. BOARD AND COMMITTEE REPORTS

A. Update on Green Corridor PACE District *(provided by Councilmember Steve Cody)*
B. Parks & Rec./Community Outreach Committee Meeting (March 2, 2023)
C. Youth Community Involvement Task Force Meeting (February 22, 2023)

Vice Mayor Leanne Tellam **motioned** to approve item 8B and 8C. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Mayor Karyn Cunningham announced that Item **12A was withdrawn from the Consent Agenda**. **There were no objections made by the Council on the withdrawal of the item.**

**9. EMERGENCY ORDINANCES WITH PUBLIC HEARING:** None.

**10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; REGARDING THE DESIGN REVIEW COMMITTEE; SUNSETTING THE COMMITTEE BY RESCINDING ORDINANCE NO. 2021-07, ORDINANCE NO. 2021-10, AND SECTION 5-71 THROUGH SECTION 5-74 AND SECTION 5-76 THROUGH SECTION 5-78 OF THE VILLAGE CODE WHICH ESTABLISHED THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.
*(Sponsored by Mayor Karyn Cunningham) (Continued from Regular Council Meeting - April 3, 2023)*

Item 10A was **moved** by Councilmember Patrick Fiore. **Seconded** by Councilmember Steve Cody.

There were no Council questions or discussions held.

The question was called in favor of the item via a roll call vote:

| | | |
|---|---|---|
| Mayor Karyn Cunningham | - | YES |
| Councilmember Patrick Fiore | - | YES |
| Councilmember Steve Cody | - | YES |
| Councilmember Marsha Matson | - | YES |
| Vice Mayor Leanne Tellam | - | YES |

**All voted in favor (5-0). The Ordinance passed unanimously on Second Reading.**

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PARKS AND RECREATION AND COMMUNITY OUTREACH COMMITTEE; AMENDING ORDINANCE 2015-04 BY RESCINDING SECTION 2-55 (1)(b)(VI-XI) OF THE CODE OF ORDINANCES BY SUNSETTING THE COMMINITY OUTREACH COMMITTEE AND ITS ADVISORY SCOPE; AMENDING SECTION 2-55 (1) OF THE CODE OF ORDINANCES BY RENAMING THE COMMITTEE THE "PARKS AND RECREATION COMMITTEE"; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by*

*Mayor Karyn Cunningham) (Continued from Regular Council Meeting - April 3, 2023)*

Item 10B was **moved** by Councilmember Patrick Fiore. **Seconded** by Vice Mayor Leanne Tellam.

Councilmember Marsha Matson reported that section 2-55(c) is not operable and spoke in support of removing it from the code. She made a motion to remove line 38 (x-xi**). The motion failed for a lack of a second.**

The question was called in favor of the item via a roll call vote:

| | | |
|---|---|---|
| Councilmember Steve Cody | - | YES |
| Councilmember Patrick Fiore | - | YES |
| Mayor Karyn Cunningham | - | YES |
| Vice Mayor Leanne Tellam | - | YES |
| Councilmember Marsha Matson | - | YES |

**All voted in favor (5-0). The Ordinance passed unanimously on Second Reading.**

## 11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; REPEALING ORDINANCE 2021-22 REGARDING THE AMENDMENT TO SCHEDULE "A" OF THE CODE OF ORDINANCES WHICH IMPOSED COMMERCIAL PARK IMPACT FEES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Continued from Regular Council Meeting - April 3, 2023)*

Item 11A was continued to the Regular Council Meeting-June 5, 2023.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2-49(e) REGARING THE CURRENT PROCEDURE OF READING PUBLIC COMMENTS DURING COUNCIL MEETINGS; ELIMINATING THE REQUIRMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC; DIRECTING THE VILLAGE CLERK TO PROVIDE COPIES TO COUNCIL MEMBERS OF ALL PUBLIC COMMENTS PRIOR TO A MEETING; PLACING ALL COMMENTS RECEIVED AS PART OF THE PUBLIC RECORD OF THE MEETING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 11B was moved by Vice Mayor Leanne Tellam. Councilmember Patrick Fiore seconded.

Mayor Karyn Cunningham passed the gavel to Vice Mayor Leanne Tellam.

Mayor Karyn Cunningham questioned how many public comments were submitted by form.

Village Clerk Missy Arocha responded 17.

Councilmember Steve Cody **motioned** to limit comments submitted by form to one minute considering that all public comments submitted by form were previously provided to the Council by the Clerk. Councilmember Patrick Fiore **seconded** the motion. **The motion passed (4-1);** Councilmember Marsha Matson voted opposed.

Village Clerk Missy Arocha read the public comments that were submitted by form. All public comments submitted by form are attached as “Exhibit A”.

The following speakers spoke in support of the Ordinance:

- Jessica Sanchez (8715 SW 168th Street)
- Rene Gomez (9153 SW 227th Street)
- Jorge Pulido (16025 SW 89th Avenue Road)
- Gary Pastorella (6940 SW 142 Terrace)

The following speakers spoke opposed to the Ordinance:

- Mark Merwitzer (14730 SW 75th Avenue)
- Madeline Roman (9383 SW 182nd Street)
- Alexandra Flinn (8261 SW 162nd Street)
- Carol Vegal (8845 SW 178th Terrace)
- Beverly Gerald (14271 SW 74th Court)
- Rachel Stanton (8441 SW 180th Street)

The following speaker in the virtual lobby spoke opposed to the Ordinance:

- Nancy Crair (8190 SW 143rd Street)

Mayor Karyn Cunningham explained the purpose and intent of the Ordinance and reported that the Clerk surveyed other municipalities in the county regarding what other cities are doing at this time as it relates to public comments. She also reported that the Clerk submitted a copy of the survey/poll to the members of the Council for their review and asked the Village Manager to explore Granicus as a viable option for the public's use.

Manager Marano reported that the City of Ft. Lauderdale is currently using eComments through Granicus and explained what eComments does and how it serves the residents (i.e., all submitted comments may be viewed by the public on the website).

Councilmember Marsha Matson spoke opposed to the Ordinance and urged the Council to keep the existing public comments format.

The question was called in favor of the Ordinance on First Reading via a roll call vote:

| | | |
|---|---|---|
| Councilmember Marsha Matson | - | NO |
| Vice Mayor Leanne Tellam | - | YES |
| Councilmember Steve Cody | - | YES |
| Mayor Karyn Cunningham | - | YES |
| Councilmember Patrick Fiore | - | NO |

**The Ordinance on First Reading passed (3-2).**

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING CHAPTER 2 OF THE VILLAGE OF PALMETTO BAY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION," AT SECTION 2-49 STYLED "COUNCIL DISCUSSION, PUBLIC PARTICIPATION AND DECORUM," ADDING THE REQUIREMENT OF EQUAL TIME FOR WRITTEN, ELECTRONIC, AND IN-PERSON PUBLIC COMMENT, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11C was moved to the next Regular Council Meeting scheduled for June 5, 2023.

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GOLF CARTS; AMENDING THE PROVISIONS OF SECTIONS 28-51 THROUGH 28-63 OF THE VILLAGE CODE; REQUIRING THE POSTING OF SIGNS; AMENDING THE DEFINITION SECTION; AMENDING PERMITTED USAGE ON DESIGNATED STREETS AND ROADS; ADDING SAFETY MEASURES, PROHIBITIONS AND REGISTRATION REQUIREMENTS; FORWARDING THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR APPROVAL; PROVIDING FOR CONFLICT, SEVABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11D was moved by Councilmember Patrick Fiore. Seconded by Vice Mayor Leanne Tellam.

Councilmember Patrick Fiore provided a synopsis of the purpose and intent of the Ordinance.

The following in-person speakers spoke in support of the Ordinance:

- Beverly Gerald (14271 SW 74th Court)
- Jorge Pulido (16025 SW 89th Avenue Road)
- Madeline Roman (9383 SW 182nd Street)
- Geovan Hernandez (17945 SW 97th Avenue)

Clerk Arocha read the public comments submitted by form.

Resident, Chad Heffernan (7490 SW 156 Street) reported that he had been working with Councilmember Patrick Fiore on the proposed Ordinance to allow more access for golf carts on some roads that the county denied in the past. He explained the proposed changes to the Village's existing Golf Cart Ordinance. He explained examples that are currently being followed and allowed in the Town of Cutler Bay and urged the Village to consider a requirement of an initial safety inspection to verify the property safety equipment is installed and operational with every golf cart registration, including enabling registrations to be considered "lifetime" and customizing license plates.

Manager Marano reported that if the Ordinance passes, the Ordinance must be sent to Miami Dade County first, followed by the state. He explained that the state of Florida must verify the requirements allowed in the municipality. He reported that between the First and Seconding Reading of the Ordinance, the county and the state must verify the nature of the amendments before the Village enacts the Ordinance.

Mayor Karyn Cunningham explained that if the Ordinances pass on first reading, the Village will be required to work with state representatives to move the legislation to session at the state level; however, it won't be until the next legislative session.

Discussion ensued between Village Attorney Dellagloria and the members of the Council regarding how the Village will represent itself with the Department of Transportation and following questions raised by the Council, Village Attorney Dellagloria reported that a comprehensive approach demonstrating the safety approach is legally sufficient.

All members of the Council spoke in support of the Ordinance.

The question was called in favor of the Ordinance on First Reading via a roll call vote:

| | | |
|---|---|---|
| Councilmember Patrick Fiore | - | YES |
| Councilmember Marsha Matson | - | YES |
| Councilmember Steve Cody | - | YES |
| Vice Mayor Leanne Tellam | - | YES |
| Mayor Karyn Cunningham | - | YES |

**All voted in favor (5-0). The Ordinance passed unanimously on First**

**Reading.**

E. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE I; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11E was moved to the next Regular Council Meeting scheduled for June 5, 2023.

## 12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY THE EIGHTH GRADE CLASS OF VINELAND K-8 CENTER FOR THE PURPOSE OF HOSTING THEIR ANNUAL END OF THE YEAR EIGHTH GRADE GRADUATION PARTY; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE.
*(Sponsored by Administration)*

Item 12A was withdrawn from the consent agenda.

## 13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

## 14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE INVESTIGATION OF POTENTIAL CONSULTANTS TO PROVIDE ANALYSIS AND RECOMMENDATIONS TO COUNCIL, AS TO THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; SEEKING A RETURN OF RECOMMENDATIONS TO THE COUNCIL WITHIN NINETY (90) DAYS AS TO THE DEVELOPMENT AND ADOPTION OF A WILDLIFE MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)*

Item 14A was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

Mayor Karyn Cunningham questioned how many comments were submitted by form.

Clerk Arocha responded ten.

Mayor Karyn Cunningham questioned if the Council would object to the comments being read by the Clerk for a time allotment of one minute since all forms were provided to the Council before the meeting.

Councilmember Marsha Matson objected.

Attorney Dellagloria responded that the objection must be made in the form of a motion.

Councilmember Marsha Matson motioned to allow the Clerk to read the public comments submitted by form for a time allotment of three minutes. The motion failed for lack of a second.

Clerk Arocha read the public comments submitted by form for a time allotment of one minute. All public comments submitted by form for the Regular Council Meeting-May 1, 2023, are attached as "**Exhibit A**."

The following in-person speakers spoke opposed to the Ordinance:

- Mark Merwitzer (14730 SW 75th Avenue)
- Mike Hebrew (8621 SW 181st Street)
- Eugene Flinn (8261 SW 162nd Street)
- Patty Keller (9121 SW 178th Terrace)
- Elizabeth Chowing (7660 SW 144th Street)
- Cindy Hewitt (16630 SW 80th Avenue)
- Alexandra Flinn (8261 SW 162nd Street)
- Haydee Sanchez (8825 SW 178th Terrace)
- James Woodard (17001 SW 90th Avenue)
- Carol Vega (8845 SW 178th Terrace)
- Henry Clifford (8875 SW 171st Street)
- Madeline Roman (9383 SW 182nd Street)
- Albert Padron (17843 SW 88th Place)
- Margaret Haber (8290 SW 180th Street)
- Rachel Stanton (8441 SW 180th Street)

The following in-person speakers spoke in support of the Ordinance:

- Michael Rosenberg (13030 N Calusa Club Drive)
- James Wildman (Animal Rights Foundation)
- Jessica Sanchez (8715 SW 168th Street)
- Rene Gomez (9153 SW 227th Street)
- Jorge Pulido (16025 SW 89th Avenue Road)

Following public comments, Vice Mayor Leanne Tellam thanked everyone who attended the meeting voicing their opinion. She explained the purpose and intent of the Resolution. She urged the Council to support directing the Manager to direct his staff to investigate the development of a Wildlife Management Plan through research with entities known for their ability to craft such plans, such as, but not limited to, the Audubon Society, Zoo Miami, the Florida Fish and Wildlife Conservation Commission, and other entities. She also reported that the Resolution would require the Manager to report back to the Council within ninety (90) days, making recommendations as to potential providers of a Wildlife Management Plan, inclusive of an estimate as to the cost of the development of such a plan and period required to finalize a plan.

Councilmember Marsha Matson also thanked all the residents that attended the meeting and urged the Manager to explain the duck killings that recently occurred at Coral Reef Park before addressing the Resolution on the floor.

Mayor Karyn Cunningham urged the Council to keep the resolution's focus on the floor and add any necessary language.

Discussion ensued between the members of the Village Council regarding the fact-finding exercise the sponsor of the Resolution initiated to bring the item forward on the agenda, including the discussion of the definition of humane.

Mayor Karyn Cunningham questioned if the sponsor would agree to include the Animal Rights Foundation of Florida, including the Wildlife Whisperer.

Vice Mayor Leanne Tellam responded that she had no objections to including those two entities proffered by Mayor Karyn Cunningham.

Councilmember Marsha Matson responded that it would be her preference that the center of the wildlife management plan be worked out with the community's residents, i.e., a working group of residents who come up with a policy, including identifying the different types of animals in the plan.

Councilmember Patrick Fiore opposed directing the Manager to investigate the development of a Wildlife Management Plan. He reported that he favored professional organizations leading in the research with expertise versus a working group of residents.

Mayor Karyn Cunningham announced that she passed the gavel to Vice Mayor Leanne Tellam.

Mayor Karyn Cunningham **motioned** to insert the word humane in the caption of the Resolution, in front of the words “Wildlife Management Plan”, including throughout the Resolution, specifically in Sections 2 and 3. The motion was **seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

Mayor Karyn Cunningham **motioned** to include the following organizations in the proposed Resolution: Animal Rights Foundation of Florida, The Wildlife Whisperer, Inc., and Humane Wildlife Consulting of South Florida to the Resolution. The motion was **seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Marsha Matson **motioned** to include that the official policy should be no killing of ducks. The motion was **seconded** by Councilmember Patrick Fiore. The **motion failed (2-3)**; Mayor Karyn Cunningham, Vice Mayor Leanne Tellam, and Councilmember Steve Cody voted opposed.

Councilmember Marsha Matson **motioned** to prohibit the feeding of birds. The **motion failed for a lack of a second**.

Councilmember Marsha Matson **motioned** that instead of a wildlife management plan with consultants leading it, the Village have a working group of residents that consultants will work with that would allow residents with expertise to craft the plan. Councilmember Patrick Fiore **seconded** the motion.

The members of the Council spoke in support of gathering the consultants' ideas first before how the community is engaged.

Vice Mayor Leanne Tellam reported that the Resolution does not exclude community members-its intention is to ask for a broader and more professional outreach while not excluding the community.

The question was called in support of Councilmember Marsha Matson's motion. The **motion failed (2-3)**; Mayor Karyn Cunningham, Vice Mayor Leanne Tellam, and Councilmember Steve Cody voted opposed.

The question was called in favor of the amended Resolution via a roll call vote:

- Vice Mayor Leanne Tellam - YES
- Mayor Karyn Cunningham - YES
- Councilmember Patrick Fiore - NO
- Councilmember Steve Cody - YES
- Councilmember Marsha Matson - YES

**The amended Resolution passed (3-2).**

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; APPROVING THE ANNUAL "PALMETTO BAY INDEPENDENCE DAY CELEBRATION" ON JULY 4TH, 2023; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND EXPEND UP TO $65,000 NET FUNDING FOR EXPENSES RELATED TO THE ANNUAL EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO FEDERAL GRANTS, RETROACTIVELY ACCEPTING AND APPROVING A GRANT AWARD (AGREEMENT #T2204 / PROJECT #T22004) IN THE AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS ($400,000); FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR CORAL REEF PARK TRAIL RENOVATIONS; RETROACTIVELY AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

**15. OTHER BUSINESS**

**16. COUNCIL COMMENTS**

**17. NEXT MEETING AND ADJOURNMENT**

---

The meeting minutes were written and prepared by Village Clerk, Missy Arocha and approved this 10th day of July, 2023 by the Village Council.

Attest:

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

**Missy Arocha**

**From:** noreply@civicplus.com
**Sent:** Tuesday, May 2, 2023 4:24 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Lida Mari |
| Email Address | Lidamt@gmail.com |
| Address | 16540 SW 77 AVE |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11.C |

| | |
|---|---|
| Comments (type your comments in the box below) | PLEASE CONTINUE TO ALLOW WRITTEN COMMENTS BE TREATED EXACTLY THE SAME AS LIVE OR ELECTRONIC COMMENTS. THANK YOU |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 6:37 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Paul Stein |
| Email Address | pauldstein@aol.com |
| Address | 15960 SW 78th Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 14a wildlife management |

| | |
|---|---|
| Comments (type your comments in the box below) | I am writing to the Council members to voice my desire to have a HUMANE Wildlife Management Plan adopted for the Village of Palmetto Bay that would treat the managment of all wildlife, whether native or non-native in a humane manner and that this be incorporated into the plan. Thank you in advance for your consideration of my request. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 5:09 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | William Kestel |
| Email Address | bill.kestel@yahoo.com |
| Address | 16720 SW 83 AVENUE |
| City | PALMETTO BAYFL |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

(Section Break)

| | |
|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |

(Section Break)

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|---|---|
| Agenda Item No. | 11B |

| | |
|---|---|
| Comments (type your comments in the box below) | I am against this proposed resolution and ask it to be voted down unanimously. I have attended upwards of 50 Council meetings since incorporation and have noticed very low resident attendance & participation with rare exception. Since Palmetto Bay Adopted the reading of electronically submitted Public Comments during the Covid emergency, I have noticed a dramatic increase in Resident participation via electronically submitted comments which fosters a healthy Democracy where everyone's voice has a Chance to be heard. The more Public input that is heard the better. The logistics and time requirements to attend a meeting in person and speak on a topic is not possible for many residents and this provides a method for those to be heard who could not otherwise attend and speak in person. Accepting the comments but not reading them aloud during Council Meetings is a disservice to those who are unable to attend and I find it doubtful that comments that are submitted but not read aloud will have any impact compared to comments that are read aloud for everyone to hear. Comments read aloud during the 87th ave bridge meetings are a good example which proved that more people were in favor of the bridge, Contrary to what we were told by our Elected Representatives. Reading electronically submitted comments aloud keeps everyone honest and fosters greater resident participation. If time is an issue, I am certain there are many other ways to DE content Council Meetings to provide time savings such as having a separate stand alone meeting for proclamations and awards. Thank You for your consideration on this Resolution. |
| Agenda Item No. | 11d |
| Comments (type your comments in the box below) | I encourage Council to pass this resolution. Approximitely 10 years ago I approached the members of the Council under the leadership of a different Mayor to request the exact same roadways be available for Golf Cart usage as what is being proposed in this resolution. That Council was not at all receptive to increasing Roadway usage for Golf Carts and I am hopeful this different Council recognizes the many benefits this resolution presents. I would like to thank Councilman Fiore for proposing this resolution and also give Thanks to Palmetto Bay Resident Chad Heffernan for His tremendous devotion to making sure enhancements are made to this important Community recreational activity we all enjoy |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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|---|---|
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 5:03 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Henry Clifford |
| Email Address | harryhenry@gmail.com |
| Address | 8875 SW 171 Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11B |

| | |
|---|---|
| Comments (type your comments in the box below) | What part of "Public Comment" is not "public"? People want other people to hear their views on particular issues or items. It's not just for you. If they wanted to 'quietly' communicate with you, they would use email (as I mostly do). Or call you. If the reading of this Public commentary cuts down on the meeting time, perhaps you could put a time limit on council commentary. Or, you could run the Village in such a way that the Public is not incensed enough to want to comment 'in bulk' . I realize that this 'virtual commentary' was an add-on for the (now extinct) virtual meetings due to Covid. Many people (like myself) don't really want to sit in a room with a lot of people (none of which are wearing masks). I'm sure you have the right to remove this privilege. Doesn't mean you should. Ending this avenue for Public commentary will be sending a loud and clear message to the Public.Think twice, act once. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:58 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Special Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Rachel Stanton |
| Email Address | rachelnotaryfl@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I am opposed to "wildlife management" in Palmetto Bay. I do not want wildlife killed at Coral Reef Park or anywhere else in South Florida. The muscovy, peacock, and other non natives have lived in Palmetto Bay and South Florida for possibly longer than a century and there has been no need for "wildlife management or for muscovy to be killed in the past several decades and I do not feel there is a need now. Existing laws in place are sufficient for any issues that may arise for property owners or businesses in regards to wildlife. All Muscovy and |

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|---|---|
| | peacocks in Palmetto Bay were born here. Therefore, these muscovy and peacocks are in fact NATIVE to Palmetto Bay. The population of peacocks and Muscovy has dwindled due to illegal poaching. Conservation of wildlife and maintaining bird sanctuary ordinance is necessary in Palmetto Bay.<br><br>Regarding public comments, I want Palmetto Bay to continue to allow public comments to be read at council meetings, to allow those who cannot physically attend meetings the chance to participate in important village matters. |
| Agenda Item No. | 14 A |
| Comments (type your comments in the box below) | I am opposed to "wildlife management" in Palmetto Bay. I do not want wildlife killed at Coral Reef Park or anywhere else in South Florida. The muscovy, peacock, and other non natives have lived in Palmetto Bay and South Florida for possibly longer than a century and there has been no need for "wildlife management or for muscovy to be killed in the past several decades and I do not feel there is a need now. Existing laws in place are sufficient for any issues that may arise for property owners or businesses in regards to wildlife. All Muscovy and peacocks in Palmetto Bay were born here. Therefore, these muscovy and peacocks are in fact NATIVE to Palmetto Bay.<br><br>Regarding public comments, I want Palmetto Bay to continue to allow public comments to be read at council meetings, to allow those who cannot physically attend meetings the chance to participate in important village matters. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:52 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Special Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Katherine Stanton |
| Email Address | stantonkatherinem@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I am opposed to "wildlife management" in Palmetto Bay. I do not want wildlife killed at Coral Reef Park or anywhere else in South Florida. The muscovy, peacock, and other non natives have lived in Palmetto Bay and South Florida for possibly longer than a century and there has been no need for "wildlife management or for muscovy to be killed in the past several decades and I do not feel there is a need now. Existing laws in place are sufficient for any issues that may arise for property owners or businesses in regards to wildlife. All Muscovy and |

| | |
|---|---|
| | peacocks in Palmetto Bay were born here. Therefore, these muscovy and peacocks are in fact NATIVE to Palmetto Bay.<br><br>Regarding public comments, I want Palmetto Bay to continue to allow public comments to be read at council meetings, to allow those who cannot physically attend meetings the chance to participate in important village matters. |
| Agenda Item No. | 14 A |
| Comments (type your comments in the box below) | I am opposed to "wildlife management" in Palmetto Bay. I do not want wildlife killed at Coral Reef Park or anywhere else in South Florida. The muscovy, peacock, and other non natives have lived in Palmetto Bay and South Florida for possibly longer than a century and there has been no need for "wildlife management or for muscovy to be killed in the past several decades and I do not feel there is a need now. Existing laws in place are sufficient for any issues that may arise for property owners or businesses in regards to wildlife. All Muscovy and peacocks in Palmetto Bay were born here. Therefore, these muscovy and peacocks are in fact NATIVE to Palmetto Bay.<br><br>Regarding public comments, I want Palmetto Bay to continue to allow public comments to be read at council meetings, to allow those who cannot physically attend meetings the chance to participate in important village matters. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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|---|---|
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:46 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 05/01/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Elena Valdes |
| Email Address | elenamvaldes64@aol.com |
| Address | 7820 SW 182Nd Ter |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 14-A |

| | |
|---|---|
| Comments (type your comments in the box below) | I spoke in person before the council during the April 2023 meeting. The situation with the Peacocks has worsened. New baby peacocks have now hatched and the noise level is worse than ever. As a resident and property owner, I have the right to have quality of life in a peaceful environment. Please help us with this issue. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:46 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Eric Tullberg |
| Email Address | e341@bellsouth.net |
| Address | 7884 SW 179 Tr. |
| City | Palmetto Bay |
| State | Miami-Dade |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Park Dr. (SW 95 Av.) is a one way dead end street north of SW 178 St. There are bollards to prevent entry by cars. As it cannot legally be used by motor vehicles, it should be converted into a 2-way Cycle Track, so bikes can use it in both directions. Otherwise they must use the 8 ft. sidewalk when going southbound. The connection to SW 175 Tr. should be completed, so cyclists can get to the PBP entrance. Furthermore, a curb cut needs to be added so cyclists can access the western PBP path near the playground and |

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|---|---|
| | continue on park paths to SW 176 St. If the road is widened later, 2-way bike lanes are required. |
| Agenda Item No. | 11-B |
| Comments (type your comments in the box below) | If the Clerk is not required to read written comments, I suspect most members of the Council will not read them on their own. The public will not hear them unless they read the comments with the Minutes.<br>Perhaps written comments could be limited to one minute (about 90 words). I note some of those with the minutes of last mtg. did not have a name, address & e-mail. They should have been discarded. |
| Agenda Item No. | 11-C |
| Comments (type your comments in the box below) | It may not be practical to read the comments aloud if they are 3 min. long. If you have a lot to say - come to the mtg. |
| Agenda Item No. | 11-D |
| Comments (type your comments in the box below) | Golf carts should be allowed on Village Roads and on Bike Lanes as long as the BL are 5 ft. or wider (SW 82 & 92 Av. BL are only 4 ft. wide). Golf Carts should not be allowed on any sidewalks or paths unless they are at least 14 ft. wide and provide a separate ped. walkway. We asked if Golf Carts are allowed on Old Cutler Path and the Co. replied No!!! Allowing Golf Carts on sidewalks or paths will put pedestrians at risk and discourage walking and biking in Palmetto Bay. |
| Agenda Item No. | 14-A |
| Comments (type your comments in the box below) | A Wildlife Management Plan is a good idea. We should have thought of it before killing the Muscovy Ducks. Be carefull about generalizing - we want to kill the mosquitos but save the bees. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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|---|---|
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:45 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Charles Hibnick |
| Email Address | c_hibnick@yahoo.com |
| Address | 15705 sw 78 place |
| City | PB |
| State | Fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | on the subject of the over abundance of peacocks, it really is time the village steps in the cull or relocate these non native, messy, loud, destructive animals. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:44 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 05/01/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Matthew Rubino |
| Email Address | mrubino@yahoo.com |
| Address | 14441 SW 80th Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158-2025 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11D |

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|---|---|
| Comments (type your comments in the box below) | I would like to see more access for golf carts in the village. Carts are better for the environment just like the Freebee that is promoted and used by many residence. It is also a fun way for families to spend more time together and bond. With more golf cart access we can also keep more residence in our village supporting the great local businesses we have. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:29 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Julie LaVoie |
| Email Address | julielavoie23@msn.com |
| Address | 7461 SW 175TH ST |
| City | PALMETTO BAY |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

(Section Break)

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|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |

(Section Break)

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| Agenda Item No. | 14A |

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| Comments (type your comments in the box below) | I fully support a study for the creation of a Wildlife Management Plan, especially to address the problem with the overpopulation of peacocks which have vastly increased in Palmetto Bay. Besides being an invasive species, peacocks create beyond excessive noise at all hours , especially at night which is very disturbing, leave feces everywhere, damage property, and greatly impact our quality of life. Because they are non native, they also compete with indigenous bird species.<br>There needs to be rules and regulations regarding no feeding of peacocks, as feeding encourages the 'herd' to congregate in one area and disturb neighbors, and also contributes to the overpopulation of peacocks.<br>I support the removal of peacocks from public rights of way and Village owned property in a humane manner by private companies to alleviate some of the overpopulation. .<br>I hope the wildlife management study will include a a peafowl mitigation plan that will address this quality of life issue.<br><br>Regards,<br><br>Julie LaVoie<br>7461 SW 175t St |

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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:24 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Robert Buzzelli |
| Email Address | buzz1on@bellsouth.net |
| Address | 17140 SW 86th Ave |
| City | Palmetto Bay |
| State | Fl. |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 -B |

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|---|---|
| Comments (type your comments in the box below) | The Constitution of the United States Not only gives our citizens the right to criticize our elected officials but also the responsibility to do so. By shutting down the reading of online comments will disenfranchise a large portion of our residents. This is unjustified, unwanted and unnecessary. It is clearly an overreach and a power grab. Each of you asked that position and if you can't take the criticism for your actions them perhaps you are in the wrong place.<br>I am adamantly opposed to this agenda item. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 4:06 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 05/01/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Maury Mulcahy |
| Email Address | *Field not completed.* |
| Address | 9383 SW 182 Street |
| City | Palmetto Bay |
| State | Fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 B |

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|---|---|
| Comments (type your comments in the box below) | This is not an ordinance that is needed. You are on this council because you opted to serve the public. What guarantees will there be that you will read the comments that were submitted without the public reading? Maybe that is why there is a sponsor for this, because they don't want to hear from us. It is bad enough to watch residents have to request your attention when they are right in front of you and you aren't paying attention. Nothing gives us the confidence that you will have read any of the comments if this gets passed. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 3:59 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Ana Maria Fernandez Casanas |
| Email Address | acasanas@explorepsa.com |
| Address | 14321 SW 78 COURT |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11.B |

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|---|---|
| Comments (type your comments in the box below) | Accepting public comments by form and the reading of these comments during village council meetings was initiated so residents could participate in virtual meetings due to the pandemic.<br>This important change in procedure ensures that our voices and comments are heard not only by the board but also by other residents. Facilitating resident participation in meetings is something that the board should encourage.<br>The ordinance to amend section 2-49(e) states that, "public comments are an important part of our meeting agenda..."<br>Eliminating the requirement of reading public comments during council meetings clearly contradicts this statement. I respectfully urge Mayor Cunningham and all the council members to continue the practice of reading public comments aloud during council meetings and vote against the change to so. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 3:24 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Mariana Hinckley |
| Email Address | msilva3987@gmail.com |
| Address | 17605 SW 84 Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Please don't silence us. Regarding not reading online comments during council meetings: This really is an awful thing to do. The council meetings are on weeknights at dinner time. Not everyone can make that - I am a mother of two babies and I have a chronic illness and cannot always make meetings and the only way my voice is heard is by reading these public comments. This seems like a sneaky way to quite the opposition. In addition, if time is of concern why aren't we doing |

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| | awards and accolades with different meetings? There are can be a different solution that doesn't stifle the residents. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 2:50 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Dev Roy |
| Email Address | royd@fiu.edu |
| Address | 7623 SW 170th St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11B |

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| Comments (type your comments in the box below) | I am opposed to item 11B on the agenda for 5/1/23. Though reading comments sent in by form can be time-consuming, it is very important to hear the views of village residents before the council takes any action. Comments read in person by attendees can be time-consuming as well, and the public impact of comments sent in by form should not be given any less importance. If time proves to be a limiting factor in the future, a time limit can be imposed on comments read by attendees as well as comments read out by the clerk on behalf of those who cannot attend.<br>In any event, the time taken to have public comment recognized is a small price to pay for the democratic institution of public comment and debate before elected officials vote.<br>Thank you. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 1:14 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Kelli Willis |
| Email Address | Kellicuts@aol.com |
| Address | 8460 sw 180st. |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Good Evening Palmetto Bay. Thank you for your time and many good efforts in and around our Village. I look forward to tonight agenda and I Thank You. I sincerely and respectfully ask Palmetto Bay -NOT to do away with phone calls from our Residents. Phone Calls are very important having that type of communication available. Marsha Matson isn't available via phone calls and I'm very concerned with why Marsha does not answer her phone calls and or return phone calls. All of you answer the Phone except for Marsha, Why? |

(Section break)

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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Missy Arocha**

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 12:47 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Jennifer Santino-Finger |
| Email Address | 14621 SW 78 Ave |
| Address | *Field not completed.* |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11B |

| | |
|---|---|
| Comments (type your comments in the box below) | Please do not end reading the public comments live during Council meetings. There are many residents who work two jobs, work night shift, have elderly parents or small children they take care of, may be out of town, don't drive at night, have children in evening activities, are exhausted after work and don't have the energy to leave the house again in the evening, have to cook dinner, et cetera. Many residents (myself included) find it beneficial to hear the opinions of other residents at the time of the Council meeting (as opposed to reading them online the month after when the minutes are approved). |
| Agenda Item No. | 14A |
| Comments (type your comments in the box below) | The development of a Village Wildlife Plan will cause hasty decisions in deciding to kill animals. I read the few bird incident reports that have been submitted in the past 12 years. There are many details and followup missing in the reports which make them unclear. This last incident report which occurred outside of the park system has led to the continuous killing of ducks and geese by trappers in addition to the one hired by Palmetto Bay. Now some residents and non-residents state they are looking for feral cat colonies to eliminate. Other people are talking about killing peacocks. What has been unleashed in this Village to make killing animals an attractive buzzword? My experience from living by a canal is that the native and non-native wildlife co-habitate without issue. Native wildlife have moved out due to congestion and noise caused by humans. Killing all the nonnatives will not bring the natives back. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 12:21 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | David Unda |
| Email Address | djundat@yahoo.com |
| Address | 15975 SW 78th Ave, Palmetto Bay |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157-2303 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | The extermination of Muscovy ducks in Coral Reef Park has concerned many residents, including myself. The methods used have been inhumane, involving trapping and killing the ducks. These methods are cruel and completely unnecessary, and there are humane alternatives that could be implemented instead.<br>Furthermore, the decision to exterminate the ducks was made without consulting the community and based on an isolated incident, leaving many residents wondering about the |

underlying reasons for this decision. It's important to involve the community in such decisions, especially when they concern the welfare of animals.
In addition to the ducks, there are concerns about removing community cats or wildlife. TNR has proven to be an effective and humane method of controlling feral cat populations. Removing cats that are already under control would be detrimental to the ecosystem and cause discontent among many residents who care about these animals.
Similarly, the removal of other wildlife without proper consideration of the impact on the ecosystem and the community's feelings is problematic. It's crucial to promote conservation efforts that take into account the importance of protecting wildlife and respecting their rights.
In conclusion, the Village urgently needs to seek solutions that are humane, promote conservation, and respect the rights and protection of animals. Consultation with the community and experts on animal welfare is necessary to make informed decisions that benefit both animals and humans. It's crucial to create a harmonious environment where animals and humans can coexist peacefully and sustainably.

(Deadline Item)

| | |
|---|---|
| Agenda Item No. | 14 A |
| Comments (type your comments in the box below) | The extermination of Muscovy ducks in Coral Reef Park has concerned many residents, including myself. The methods used have been inhumane, involving trapping and killing the ducks. These methods are cruel and completely unnecessary, and there are humane alternatives that could be implemented instead.<br>Furthermore, the decision to exterminate the ducks was made without consulting the community and based on an isolated incident, leaving many residents wondering about the underlying reasons for this decision. It's important to involve the community in such decisions, especially when they concern the welfare of animals.<br>In addition to the ducks, there are concerns about removing community cats or wildlife. TNR has proven to be an effective and humane method of controlling feral cat populations. Removing cats that are already under control would be detrimental to the ecosystem and cause discontent among many residents who care about these animals.<br>Similarly, the removal of other wildlife without proper consideration of the impact on the ecosystem and the community's feelings is problematic. It's crucial to promote conservation efforts that take into account the importance of protecting wildlife and respecting their rights. |

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| | In conclusion, the Village urgently needs to seek solutions that are humane, promote conservation, and respect the rights and protection of animals. Consultation with the community and experts on animal welfare is necessary to make informed decisions that benefit both animals and humans. It's crucial to create a harmonious environment where animals and humans can coexist peacefully and sustainably. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 12:18 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Cynthia A Hewitt |
| Email Address | cindydiver@aol.com |
| Address | 16630 SW 80 Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 B |

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|---|---|
| Comments (type your comments in the box below) | While I appreciate that the reading of submitted written comments may have been a Covid accommodation, this provision has allowed individuals who cannot attend the meetings to have their opinion regarding matters shared not only with the Council, but with others in attendance and everyone watching or listening remotely, both during the meeting and afterwards. Simply providing written comments to the Council does not ensure all Councilmembers read all comments, and placing the comments as part of the public record will make it more difficult for residents to access them. |
| Agenda Item No. | 11 C |
| Comments (type your comments in the box below) | I support this ordinance and thank Councilmember Matson for her commitment to facilitating public participation. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 12:12 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | psgorman@aol.com |
| Address | 14140 SW 72nd Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 B |

| | |
|---|---|
| Comments (type your comments in the box below) | As a long time resident, I have submitted written comments by form, to be read into the record by the Village Clerk. My current family situation demands much of my time; written form is the option I need to continue participating in public meetings. Eliminating the requirement to have my written comments read into the record by the Village Clerk effectively eliminates my voice to be heard by the public. I am in opposition to agenda item 11.B and request this item be rejected. Kindly vote NO to agenda item 11.B. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 11:43 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Alba Stansu |
| Email Address | filippaloli@gmail.com |
| Address | 15975 SW 78th Ave |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157-2303 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Strongly oppose the extermination of Muscovy ducks in Coral Reef Park. The methods used have been brutal, cruel, and completely unnecessary. We do not understand the underlying reason for this decision, which was made without consulting the community, based solely on an isolated incident. My family and I disagree with removing cats (this colony is fully controlled) through TNR (trapped, neutered, and returned) and other wildlife. This is detrimental, generates discontent and disappointment among many residents, and hinders the |

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| | progress of a country, city, or humanity.<br><br>The Village urgently needs to seek solutions and alternatives that are humane, promote conservation, and respect the rights and protection of animals." |
| Agenda Item No. | 14 A |
| Comments (type your comments in the box below) | Strongly oppose the extermination of Muscovy ducks in Coral Reef Park. The methods used have been brutal, cruel, and completely unnecessary. We do not understand the underlying reason for this decision, which was made without consulting the community, based solely on an isolated incident. My family and I also disagree with removing cats (this colony is fully controlled) through TNR (trapped, neutered, and returned) and other wildlife. This is detrimental, generates discontent and disappointment among many residents, and hinders the progress of a country, city, or humanity.<br><br>The Village urgently needs to seek solutions and alternatives that are humane, promote conservation, and respect the rights and protection of animals." |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |

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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 10:39 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | David Unda |
| Email Address | djundat@yahoo.com |
| Address | 15975 SW 78th Ave |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

(Section Break)

| | |
|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Regarding the proposal to eliminate the requirement of reading the comments received by the public, make a valid point that this could potentially limit free speech and equal opportunities for residents to express their opinions. Maintaining the requirement of reading public comments is essential to ensure that all residents can express their views and ideas and promote transparency and accountability in decision-making. |

(Section Break)

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| Agenda Item No. | 11B |
| Comments (type your comments in the box below) | Regarding the proposal to eliminate the requirement of reading the comments received by the public, make a valid point that this could potentially limit free speech and equal opportunities for residents to express their opinions. Maintaining the requirement of reading public comments is essential to ensure that all residents can express their views and ideas and promote transparency and accountability in decision-making. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 9:52 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Alba Stansu |
| Email Address | filippaloli@gmail.com |
| Address | 15975 SW 78th Ave |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

(Section Break)

| | |
|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | It is important to remember that public comments provide an important avenue for community members to voice their concerns and opinions. Eliminating the requirement to read these comments, it may discourage residents from sharing their thoughts and ideas, leading to a lack of transparency and accountability in decision-making.<br>Additionally, many people may not be able to attend meetings due to various commitments or circumstances. By allowing public comments to be read and included in the record, it |

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| | provides a way for these individuals to still have a voice and participate in the process.<br><br>Overall, it is crucial to maintain the requirement of reading public comments to ensure that all residents have an opportunity to express their opinions and ideas and to promote transparency and accountability in decision-making |
| Agenda Item No. | 11B |
| Comments (type your comments in the box below) | It is important to remember that public comments provide an important avenue for community members to voice their concerns and opinions. Eliminating the requirement to read these comments, it may discourage residents from sharing their thoughts and ideas, leading to a lack of transparency and accountability in decision-making.<br>Additionally, many people may not be able to attend meetings due to various commitments or circumstances. By allowing public comments to be read and included in the record, it provides a way for these individuals to still have a voice and participate in the process.<br><br>Overall, it is crucial to maintain the requirement of reading public comments to ensure that all residents have an opportunity to express their opinions and ideas and to promote transparency and accountability in decision-making. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Missy Arocha**

**From:** noreply@civicplus.com
**Sent:** Monday, May 1, 2023 9:21 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Anthony Gorman |
| Email Address | anthonygorman@aggorman.com |
| Address | 14140 SW 72nd Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 B |

| | |
|---|---|
| Comments (type your comments in the box below) | As a service connected disabled veteran with worsening medical issues, I am unable to attend in-person meetings to voice my concerns or opinions for multiple reasons. Virtual attendance is not a feasible option due to the length of meetings. The option to submit a comment by written form, to be read by the Village Clerk into the record, is my preferred and only option. I strongly oppose agenda item 11.B as I will lose my voice to participate as a resident. Please do not pass this item. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Sunday, April 30, 2023 6:44 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Reid |
| Email Address | rpreid@mac.com |
| Address | 7201 SW 144 St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 14A |

| | |
|---|---|
| Comments (type your comments in the box below) | I urge the council to develop a plan for humane treatment of wildlife in Palmetto Bay Parks. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Missy Arocha**

**From:** noreply@civicplus.com
**Sent:** Sunday, April 30, 2023 2:05 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1, 2023 |
| Meeting Type | Committee of the Whole Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Kelli Willis |
| Email Address | Kellicuts@aol.com |
| Address | 8460 sw 180st. |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 14A |

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| Comments (type your comments in the box below) | Hello Palmetto Bay. I'm looking forward to an environmental wildlife plan for the village. As neighbors to our two national parks it's very critical we guard and protect them from the non native invasive species with a wildlife plan. Hopefully we can get help from many expertise who care about this precious fragile ecosystem that is in danger. The public safety, our children being harmed, road hazards, health and sanitation, our family pets getting diseases, property damages, vehicle damages, residents losing sleep from the noise pollution and more has all been a hardship on residents quality of life with the over populated bird species that do not belong in our Bird Sanctuary that are out competing our native bird species. I sincerely hope all of you support Leanne for a good plan like I do. Sincerely grateful to Leanne for bringing this forward as it's long over due. Thank you |
| Agenda Item No. | 11B |
| Comments (type your comments in the box below) | 11B. I support written public comments NOT read during our meetings. This is a positive and will create more residents coming forward to speak, more public participation if you support 11B and it passes. Thank you |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Sunday, April 30, 2023 11:39 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 5/1/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | James H Woodard |
| Email Address | spamreject@aol.com |
| Address | 17001 SW 90 Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11.B |

| | |
|---|---|
| Comments (type your comments in the box below) | My wife reminded me of an email that I sent to the then-council on July 4, 2016, defending the now-mayor's First Amendment rights that were under attack by the majority of the then-council. The now-mayor said she framed it. Now that my right, and the right of others, to be heard is under attack, perhaps it is time for her to reread my Independence Day email and withdraw Item 11.B. In case the original has been lost, I will be happy to provide a copy.<br><br>E.T. 43 seconds. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Wednesday, April 26, 2023 11:53 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 05/01/2023 |
| Meeting Type | Committee of the Whole Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Mark Hydro |
| Email Address | mhydro@bellsouth.net |
| Address | 17701 SW 77th Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

(Section Break)

| | |
|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |

(Section Break)

| | |
|---|---|
| Agenda Item No. | 11.B |

| | |
|---|---|
| Comments (type your comments in the box below) | I am against the part of this ordinance proposal stating: "ELIMINATING THE REQUIREMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC". It is important that the people who have difficulty or cannot attend, for whatever reason, have their voices heard. It is too easy for printed or digital copies to be overlooked.<br>Thank you. |
| Agenda Item No. | 11.C |
| Comments (type your comments in the box below) | Strongly in favor of 11.C.<br>"ADDING THE REQUIREMENT OF EQUAL TIME FOR WRITTEN, ELECTRONIC, AND IN-PERSON PUBLIC COMMENT, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE".<br>As I stated in reference to 11B"<br>It is important that the people who have difficulty or cannot attend, for whatever reason, have their voices heard. It is too easy for printed or digital copies to be overlooked.<br>Thank you. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Tuesday, April 25, 2023 1:53 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | May 1 , 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Linda Miller |
| Email Address | Rmiller363@aol.com |
| Address | 8801 SW 176 street |
| City | Palmetto Bay |
| State | Fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I would like an explanation as to why the Mayor and the council have changed the procedure of public statements to be read at council meetings. How does the public / citizens know public statements have been read and acknowledged?? How can you take away the voice of citizens?? |
| | (Section Break) |
| Agenda Item No. | Public documents to not be read at meetings but copied and given to council memento read in their own. |

| | |
|---|---|
| Comments (type your comments in the box below) | This is not a sure thing that they will be read and noted . |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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Email not displaying correctly? View it in your browser.

**AGENDA ITEM NO. 3.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | APPROVAL OF MINUTES |
| **SUBJECT:** | Regular Council Meeting (June 5, 2023) |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Minutes (June 5, 2023)
Exhibit A-Public Comments by Form

**The Minutes were written and prepared by:**
**Acting Clerk, Melissa Dodge.**

**VILLAGE OF PALMETTO BAY**

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam (absent)
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha (absent)

# MINUTES
# REGULAR VILLAGE COUNCIL MEETING
# MONDAY, JUNE 5, 2023 – 7:00 PM

(PROCLAMATIONS, AWARDS, & PRESENTATIONS BEGAN AT 6:30 PM)
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

The Village Council led the following recognitions at 6:30 PM:

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS**

A. Florida House of Representative Alina Garcia (Legislative Update)
B. Recognition of Josh Clarin (Member of the Education Advisory)
C. Recognition of Matthew Handel (Military Academy Student Acceptance)
D. Recognition of graduating high school seniors (Youth Community Involvement Task Force Members): Hamzah Bouhouj, Giancarlo Diago, Ella Foxworth, Valentina Nicollini, Lorenzo Vinueza.
E. Recognition of LGBT Pride Month.

**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.

The Regular Council Meeting was called to order at 7:07 PM.

The following members of the Village Council were present during roll call:

Mayor Karyn Cunningham
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officials were in attendance:
Village Attorney John C. Dellagloria
Village Manager Nick Marano
Village Clerk Missy Arocha (absent)
Acting Clerk Melissa Dodge

The invocation was led by Councilmember Patrick Fiore.

**3. APPROVAL OF MINUTES:** None.

**4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED**

The following public comments were made in person during the meeting for a time allotment of three minutes:

- Eric Tullberg, (7884 SW 179 Terrace) – Spoke regarding the map on the Village website; provided comments of items that he felt should be placed on the Village website to allow for easier commutes.

- Mark Merwitzer, (14730 SW 75th Avenue) – Spoke regarding Council efforts to stifle his public comments and spoke about being on the Education Advisory Committee and what is focused on during their meetings.

- Vitality Falcovitch (9280 SW 167th Terrace) – Spoke about 50% of the budget goes to the Police Department and he was thankful for the Police Department.

- Gary Pastorella (6940 SW 142 Terrace) – Spoke about the last Village election and the Council that were sworn and about the Education Advisory Committee and how he feels politics are involved in the committee and stated that perhaps the committee should be sunsetted. Stated that the Council could make a motion, sunset the committee and then bring it back at another time.

Acting Clerk read general comments received by form.

**5. VILLAGE MANAGER'S REPORT**

Village Manager Marano explained that the Manager's detailed report was part of the agenda packet, and he recited the departmental highlights of his

Manager's Report by illustrating a PowerPoint Presentation. Following his report, he answered questions raised by the Council regarding his report.

Lieutenant Rodriguez provided the monthly Police Commander Report. He illustrated the Compstat Reports for the month of May 2023 and answered questions raised by the Village Council regarding crime and statistics.

**6. VILLAGE ATTORNEY'S REPORT**

Attorney Dellagloria provided a litigation update on open litigation cases with the Village and answered questions raised by the Village Council.

**7. VILLAGE CLERK'S REPORT**

Acting Clerk Dodge provided a calendar update for June 2023.

**8. BOARD AND COMMITTEE REPORTS**

A. Parks & Recreation Committee Meeting (April 6, 2023)
B. Resiliency Committee Meeting (February 16, 2023)
C. Tree Advisory Board Meeting (October 24, 2022)
D. Tree Advisory Board Meeting (January 30, 2023)
E. Veterans Park Task Force Meeting (September 22, 2022)
F. Youth Community Involvement Task Force (April 6, 2023)

Councilmember Steve Cody **motioned** to approve Board and Committee Reports Councilmember Fiore **seconded** the motion. **All voted in favor (4-0). The motion passed unanimously.**

**9. EMERGENCY ORDINANCES WITH PUBLIC HEARING:** None.

**10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2-49(e) REGARDING THE CURRENT PROCEDURE OF READING PUBLIC COMMENTS DURING COUNCIL MEETINGS; ELIMINATING THE REQUIREMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC; DIRECTING THE VILLAGE CLERK TO PROVIDE COPIES TO COUNCIL MEMBERS OF ALL PUBLIC COMMENTS PRIOR TO A MEETING; PLACING ALL COMMENTS RECEIVED AS PART OF THE PUBLIC RECORD OF THE MEETING; AND PROVIDING AN EFFECTIVE DATE. *Sponsored by Mayor Karyn Cunningham) (Passed on First Reading on May 1, 2023-Regular Council Meeting)*

Mayor Cunningham made a motion to continue Item 10A to the September 11, 2023, Regular Council Meeting at 7:00 pm.

Councilmember Cody moved Item 10A. Seconded by Councilmember Fiore.

**Vote to continue Item to September 11, 2023, Regular Council Meeting at 7:00 pm**:

| | |
|---|---|
| Mayor Karyn Cunningham | - YES |
| Councilmember Steve Cody | - YES |
| Councilmember Patrick Fiore | - YES |
| Councilmember Marsha Matson | - NO |
| (Absent Vice Mayor Leanne Tellam) | |

**Ordinance 10A Passes (3-1) to be continued to September 11, 2023, Regular Council Meeting at 7:00 pm –** Councilmember Matson opposed.

## 11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING CHAPTER 2 OF THE VILLAGE OF PALMETTO BAY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION," AT SECTION 2-49 STYLED "COUNCIL DISCUSSION, PUBLIC PARTICIPATION AND DECORUM," ADDING THE REQUIREMENT OF EQUAL TIME FOR WRITTEN, ELECTRONIC, AND IN-PERSON PUBLIC COMMENT, PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. (*Sponsored by Councilmember Marsha Matson) (Continued from Regula council Meeting – May 1, 2023)*

Item 11A was moved by Councilmember Patrick Fiore. Seconded by Councilmember Marsha Matson.

Acting Clerk Dodge read public comments submitted by form.

Mayor Cunningham opened public hearing for comments:

- Eric Tullberg (7884 SW 179 Terrace) – Stated that the criterion should be 250 words or less or 1500 characters to be equivalent to three minutes for public comments.
- Bev Gerald (14271 SW 74th Court) – Spoke in support of Item 11A
- Gary Pastorella (6940 SW 142 Terrace) – Spoke against Item 11A
- Cindy Hewitt (16630 SW 80 Avenue) – Spoke in support of Item 11A

Mayor Cunningham closed the public hearing.

Councilmember Matson provided a report on Item 11A. She stated that residents have taken to the written word and that various reasons may prevent them from attending a meeting and that the Code allows three minutes maximum.

Mayor Cunningham called the question via roll call Vote:

Mayor Karyn Cunningham - NO
Councilmember Steve Cody - NO
Councilmember Patrick Fiore - YES
Councilmember Marsha Matson - YES
(Absent-Vice Mayor Leanne Tellam)

**Roll Call Vote: 2-2 – Item 11A Fails –** (Councilmember Fiore and Councilmember Matson opposed).

Mayor Cunningham made a motion to bring Item 14A forward. Councilmember Fiore moved to bring Item 14A forward. Seconded by Councilmember Cody. All voted in favor 4-0.

**RESOLUTIONS WITH PUBLIC COMMENT 14A**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BICYCLE AND PEDESTRIAN MASTER PLAN; ACCEPTING THE FINAL REPORT PRESENTED BY THE CORRADINO GROUP, INC.; FURTHER AUTHORIZING THE VILLAGE MANAGER TO PROCEED WITH IMPLEMENTATION OF THE REPORT FINDINGS, FOLLOWING IDENTIFICATION AND AVAILABILITY OF APPROPRIATE FUNDING SOURCES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14A was moved by Councilmember Patrick Fiore. Seconded by Councilmember Cody.

Mayor Cunningham opened public comments:

- Eric Tullberg (7884 SW 179 Terrace) – Spoke in support of Item 14A. He stated that a bike master plan should include businesses to have bike racks at their facilities. Urged Council to support item.

Mayor Cunningham closed public comments.

Mayor Joe Corradino of Corradino Group, Inc. provided a slide show presentation on Item 14A.

Discussion by Council on Item 14A.

**Vote: 4-0 – Item 14A Passes (All voted in favor)**
(Absent-Vice Mayor Leanne Tellam)

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE 1; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Continued from Regular Council Meeting – May 1, 2023)*

Item 11B was moved by Councilmember Patrick Fiore. Seconded by Councilmember Marsha Matson.

There were no public comments for Item 11B.

Councilmember Patrick Fiore provided a report for Item 11B. He stated that this item could eliminate the hardship for residents by the elimination of residents having to pay $3,200 or more if it can be done administratively. It would waive certain fees for doors, windows and fences. However, may need a permit for certain items. He urged the Council to approve the item.

Director Heidi Siegel provided a staff report on Item 11B.

Director Siegel provided a few examples such as a repair or replacement of a hot water heater under $4,500-no permit needed. Also, an air conditioner changeout would only require a mechanical permit, no electrical may be required. Another example provided was a front door-no permit required unless changing the frame or hinges.

Director Siegel also provided information on a zoning permit – no building permit required but a zoning permit required for residential chain link fences and iron picket fences. The zoning permit would

make sure on property line and that the height is within zoning code. The charge for the zoning permit would be a nominal fee.

The council posed questions to Director Siegel.

Director Siegel stated that the Florida building code may change which at that point changes would be applied to the building code.

Councilmember Matson spoke in support of Item 11B and commended Councilmember Patrick Fiore for bringing the item forward.

Councilmember Cody thanked Councilmember Fiore and stated he would support Item 11B.

Mayor called the question for Item 11B on First Reading:

| | |
|---|---|
| Councilmember Marsha Matson | - YES |
| Councilmember Steve Cody | - YES |
| Councilmember Patrick Fiore | - YES |
| Mayor Karyn Cunningham | - YES |
| (Absent-Vice Mayor Leanne Tellam) | |

**Roll Call Vote: All voted in favor of the Ordinance on First Reading (4-0)**

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 11C was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

There were no public comments for Item 11C.

Director Chin provided a staff report for Item 11C.

Director Chin stated that a position in Public Services would be full-time and a part-time position in Finance for alarms. He stated that one person will be leaving to further their education.

Manager Marano spoke that in 2022 there was a full-time position split between Finance and Public Services. He stated that the employee is leaving to pursue their CPA certification. This Item would add a part-time position to Finance and return a full-time position to Public Services. Requesting Council to finance in Fiscal Year 2023.

Mayor called the question for Item 11C on First Reading:

Mayor Karyn Cunningham - YES
Councilmember Patrick Fiore - YES
Councilmember Steve Cody - YES
Councilmember Marsha Matson - YES
(Absent-Vice Mayor Leanne Tellam)

**Vote: All voted in favor of the Ordinance on First Reading (4-0)**

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ANIMALS; ADOPTING "SENIORS ASSISTANCE FOR VETERINARY EXPENSES" (SAVE) TO PROVIDE REIMBURSEMENT FOR VETERINARY SERVICES OF TWO-HUNDRED FIFTY DOLLARS ($250.00) PER PALMETTO BAY LOWER-INCOME SENIOR RESIDENT TO ACCESS HEALTH CARE FOR THEIR PETS; ADDING SECTION 15-3 TO CHAPTER 15 "ENVIRONMENT," PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11D was moved by Councilmember Marsha Matson. Seconded by Councilmember Steve Cody.

There were no public comments by form for Item 11D.

Mayor Cunningham opened public hearing:

- Heidi Sanchez (8825 SW 178 Terrace) – Spoke in support of Item 11D
- Cindy Hewitt (16630 SW 80th Avenue) – Spoke in support of Item 11D.
- Bev Gerald (14271 SW 74 Court) – Spoke in support of Item 11D
- Carol Vega (8845 SW 178 Terrace) – Spoke in support of Item 11D
- Kathy Chavek (7760 SW 144 Street) – Spoke in support of Item 11D

- Rachel Stanton (8841 SW 180 Street) – Spoke in support of Item 11D

Mayor Cunningham closed the public hearing.

Councilmember Matson provided report on Item 11D. She stated that this item was refined from a previous ordinance-concern about reimbursement from Council. She stated that many older residents have pets and treat their pets like family.

Councilmember Matson spoke about statistics regarding how pets help to improve mental health, depression and anxiety.

Councilmember Matson stated that she is proposing a $250 reimbursement for lower income senior residents – one reimbursement on a first-come basis with a pool of $25,000.

Councilmember Matson described how eligibility could be determined:

- Age 65 or older
- Must be a resident
- Lower income resident (one way is through the Low-Income Senior Property Tax Deduction-the County does the lower income check).

Councilmember Matson stated though she couldn't find eligibility for renters.

Mayor Cunningham spoke that she reached out to the County and was informed that the County has a mobile pet unit which can provide services. She indicated not to be duplicative in services and money.

Mayor called the question for Item 11D on First Reading:

Councilmember Patrick Fiore - YES
Councilmember Steve Cody - NO
Councilmember Marsha Matson - YES
Mayor Karyn Cunningham - NO
(Absent-Vice Mayor Leanne Tellam)

**Roll Call Vote: Fails 2-2**

E. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENVIRONMENTAL REGULATIONS; AMENDING SUB-SECTION 30-100.1(E)(2)(a) BY REQUIRING THE PLANTING OF FLORIDA NATIVE PLANTS ON PUBLIC SPACES, PARKS, AND RIGHTS-OF-

WAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Mayor Cunningham clarified that she would like to move this item to the July Regular Council Meeting but wanted to take public comment. Attorney Dellagloria confirmed that people may provide their public comments in person.

Item 11E was moved by Councilmember Cody. Seconded by Councilmember Fiore.

Mayor Cunningham opened public hearing:

- Eric Tullberg (7884 SW 179 Terrace) – Spoke in support of Item 11E.

- Henry Clifford (8875 SW 171 Street) – Spoke in support of Item 11E.

- Kathy Chevak (7760 SW 144th Street) – Spoke in support of Item 11E.

Mayor Cunningham made a motion to continue Item 11E to the July 10, 2023, Regular Council Meeting at 7:00 pm. Councilmember Cody moved the Item, seconded by Councilmember Fiore.

**All voted in favor (4-0) (Vice Mayor Leanne Tellam absent) to continue Item 11E to the next Regular Council Meeting on July 10, 2023, at 7:00 pm.**

F. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING ANIMAL PROTECTION; AMENDING SECTION 20-59 OF THE VILLAGE CODE OF ORDINANCES STYLED: "PROTECTION AND PRESERVATION OF WILDLIFE; PROHIBITING THE CAPTURE/REMOVAL OF ANY WILDLIFE FROM ANY VILLAGE PROPERTY; DIRECTING THE VILLAGE MANAGER TO SEEK AUTHORIZATION FROM THE VILLAGE COUNCIL PRIOR TO RETAINING THE SERVICES OF ANY "TRAPPER" OR OTHER INDIVIDUAL ENGAGED IN THE CAPTURE/TRANSPORT OF ANY WILDLIFE WITHIN THE VILLAGE; PROVIDING AN EXCEPTION FOR DISTRESSED OR INJURED ANIMALS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11F was moved by Councilmember Fiore. Seconded by Councilmember Cody.

Mayor Cunningham opened public hearing:

- Eric Tullberg (7884 SW 179 Terrace) – Addressed Council to be careful when referencing the wording on the ordinance regarding wildlife.

- Heidi Sanchez (8825 SW 178 Terrace) – Spoke in support of Item 11F

- Carol Vega (8845 SW 178 Terrace) – Spoke in support Item 11F

- Cindy Hewitt (16630 SW 80th Avenue) – Spoke in support of Item 11F

- Rachel Stanton (8841 SW 180 Street) – Spoke in support of Item 11F

- Mark Merwitzer (14730 SW 75th Avenue) – Spoke in support of Item 11F

- Henry Clifford (8875 SW 171st Street) – Spoke in support of Item 11F

- Kathy Chevak (7760 SW 144th Street) – Spoke in support of Item 11F

- Bev Gerald (14271 SW 74th Court) – Spoke in support of Item 11F

- Gary Pastorella (6940 SW 142nd Terrace) – Spoke in support of Item 11F

Mayor Cunningham closed the public hearing.

Acting Clerk Dodge read public comments submitted by form.

Councilmember Fiore provided a report on Item 11F.

Councilmember Fiore made a motion to amend the 1st paragraph.

Attorney Dellagloria stated Section 20-59-Subsection B.

**1st Amendment Motion:** The Village Manager is directed to receive authorization from the Village Council at a public meeting before any contract or authorization issued by the Village Manager to capture,

transport or kill any wildlife. Motion moved by Councilmember Fiore. Seconded by Councilmember Marsha Matson.

Council discussion took place regarding the 1st amended motion.

Councilmember Matson asked for clarification and announced that she supported the item.

The question was called in favor of the 1st amendment to the Ordinance on First Reading via a roll call vote:

Councilmember Steve Cody - NO
Councilmember Marsha Matson - YES
Mayor Karyn Cunningham - YES
Councilmember Patrick Fiore - YES
(Absent Vice Mayor Leanne Tellam)

**Amendment passes (3-1).** Councilmember Cody opposed**.**
**The amendment passed 3-1.**

Councilmember Fiore made a motion for a 2nd amendment to the ordinance: On line 14/Line 29 – provide for an exception for removal of "distressed" and substitute "for sick or diseased injured animals".

**2nd Amendment Motion:** On line 14/line 29 provide for an exception for removal of "distressed" substitute "for sick or diseased injured animals". Motion moved by Councilmember Fiore. Seconded by Councilmember Marsha Matson.

Attorney Dellagloria stated will add to Section 20-59-Subsection A

The question was called in favor of the 2nd amendment to the Ordinance on First Reading via a roll call vote:

Councilmember Steve Cody - NO
Councilmember Patrick Fiore - YES
Councilmember Marsha Matson - YES
Mayor Karyn Cunningham - YES
(Absent Vice Mayor Leanne Tellam)

**Amendment passes (3-1).** Councilmember Cody opposed**.**
**The amendment passed 3-1.**

Councilmember Fiore made a motion for a 3rd amendment to the ordinance: On line 65 page 2 – No person shall discard – Remove word "animal" and put "wildlife".

**3rd Amendment Motion:** On line 65 –remove word “animal” and put “wildlife”. Motion moved by Councilmember Fiore. Seconded by Councilmember Marsha Matson.

The question was called in favor of the 3rd amendment to the Ordinance on First Reading via a roll call vote:

Councilmember Steve Cody - NO
Councilmember Patrick Fiore - YES
Councilmember Marsha Matson - YES
Mayor Karyn Cunningham - YES
(Absent Vice Mayor Leanne Tellam)

**Amendment passes (3-1).** Councilmember Cody opposed**.**
**The amendment passed 3-1.**

Councilmember Cody made a motion on Section 20-59 to differentiate changes underlined and italicized before the word wildlife any “Florida native wildlife” before word reptile place “Florida native bird”. No second to the motion. Fails for lack of a second.
Councilmember Cody made a 2nd motion – Under Section 20-59 added subsection “E” which provides penalties for feeding native on non-native wildlife at the parks or feral populations of dogs or cats to have abandoned, discarded or left any containers of food within the park or elsewhere on Village property for animal consumption shall be in violation of subsection 20-59(d) and shall be subject to the following:

1. Any person violating this subsection “e” shall receive a civil citation pursuant to Palmetto Bay Code section 2-205(c). Any civil citation issued pursuant to this section may be appealed under the procedures in the Palmetto Bay Code.
2. The civil fine and penalties for a violation of this section shall be as follows:
    a. $100.00 for the first offense;
    b. $200.00 for the second offense and;
    c. $300.00 for the third and subsequent offense.
    d. In addition, after three violations in one year’s time period, the violator may be prohibited by the Village Manager from coming onto or using any Palmetto Bay public park for six months.

Councilmember Cody withdrew Subsection 2 “d”. No second to the motion. Fails for a lack of a second.

Councilmember Matson made a motion – “In the 24-hour period during which the trapper is capturing, transporting or killing wildlife that the Village park property or building be closed to the public to prevent the public from viewing the trapper at work.” No second to motion. Fails for a lack of a second.

Councilmember Matson made a motion – On page 2 of 4 line 48, add: "after building streets" – to read "any Village owned property including but not limited to building, *streets* and sidewalks."

**4th Amendment Motion:** On page 2 of 4 line 48, add: "after building add the word "streets" – to read any Village property adding word "street". Seconded by Councilmember Fiore.

The question was called in favor of the 4th amendment to the Ordinance on First Reading via a roll call vote:

| | | |
|---|---|---|
| Councilmember Steve Cody | - | NO |
| Councilmember Patrick Fiore | - | YES |
| Mayor Karyn Cunningham | - | YES |
| Councilmember Marsha Matson | - | YES |

(Absent Vice Mayor Leanne Tellam)

**Amendment passes (3-1).** Councilmember Cody opposed**.**
**The amendment passed 3-1.**

Councilmember Matson commended Councilmember Fiore for bringing this item to Council. Councilmember Matson spoke about being the co-sponsor for the bird refuge ordinance and items regarding that ordinance.

Mayor Cunningham stated she would not support the item because the Council just passed a wildlife plan. She stated that her goal is to create a Florida wildlife management plan and incorporate it into the code. She indicated that the Village Manager was given 90 days to put something together and bring to Council. She also stated that all the Council should be present at a meeting for this particular item. She thanked Councilmember Fiore for bringing the item forward.

Councilmember Cody stated he would not support the item and appreciates the work that Councilmember Fiore put into the item; he feels that it's too broad. He agrees with Mayor Cunningham regarding the wildlife management plan.

The question was called in favor of the amended Ordinance on First Reading via a roll call vote:

| | | |
|---|---|---|
| Councilmember Steve Cody | - | NO |
| Councilmember Marsha Matson | - | YES |
| Councilmember Patrick Fiore | - | YES |
| Mayor Karyn Cunningham | - | NO |

**The amended Ordinance fails 2-2.** Councilmember Cody and Mayor Cunningham opposed.

G. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11G was moved by Councilmember Matson. Councilmember Cody seconded.

Mayor Cunningham paused the meeting for a brief break. She referred to the Village Attorney if three or more members are able to vote on an ordinance.

Attorney Dellagloria took a moment to verify if three or more Council members can vote on an ordinance.

*Stated between Item 14C and 14D:

Mayor Cunningham brought back Item 11G. Attorney Dellagloria stated it requires a unanimous vote of three or more Council members need to be present to vote on an ordinance.

Councilmember Matson made a motion to continue Item 11G to the July 10, 2023, Council meeting at 7:00 pm; if not a full Council may make a motion to move to the Regular Council Meeting in September 2023. Seconded by Councilmember Cody. **Vote on motion for Item 11G. All voted (3-0) on motion. Motion passes.** (Absent Councilmember Patrick Fiore and Vice Mayor Leanne Tellam).

Mayor Cunningham stated that Councilmember Fiore left the meeting.

**12. CONSENT AGENDA:** None.

**13. RESOLUTIONS REQUIRING PUBLIC HEARING:** None.

**14. RESOLUTIONS WITH PUBLIC COMMENT**

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT NOT EXCEEDING ONE-HUNDRED AND FIFTY THOUSAND ($150,000.00) FOR TH HIGHEST RANK BIDDER TO PROVIDE A RESILIENCE ACTION PLAN;

FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT FOR THESE SERVICES FOR THE STATED AMOUNT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14B was moved by Councilmember Cody and seconded by Councilmember Matson.

Item 14B was read by Manager Marano.

Staff member Andrea Candelaria provided the staff report on Item 14B.

Councilmember Cody spoke in support of Item 14B.

Councilmember Matson spoke in support of Item 14B.

Mayor Cunningham spoke in support of Item 14B.

**All voted in favor of the Resolution (3-0). The Resolution passed unanimously.** (Absent: Councilmember Patrick Fiore and Vice Mayor Leanne Tellam)

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT, APPROVING ALPHA SECURITY AND FIRE ALARM SERVICES, INC.; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID COMPANY AND CREATE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED AND SEVEN THOUSAND THREE HUNDRED AND FIFTY-NINE DOLLARS AND SEVENTY-EIGHT CENTS ($107,359.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14C was moved by Councilmember Cody. Seconded by Mayor Cunningham.

Staff members Litsy Pittser and Eric Machado provided staff report for Item 14C.

At 10:00 PM, Councilmember Steve Cody **motioned** to extend the meeting until 10:30 p.m. Councilmember Marsha Matson **seconded** the motion. **All voted in favor of the motion (3-0). The motion passed unanimously.**

Councilmember Cody spoke in support of Item 14C.

Mayor Cunningham spoke in support of Item 14C.

**All voted in favor of the Resolution (3-0). The Resolution passed unanimously.** (Absent-Councilmember Patrick Fiore and Vice Mayor Leanne Tellam)

*Mayor Cunningham brought back Item 11G. Attorney Dellagloria stated it requires a unanimous vote of three or more Council members need to be present to vote on an ordinance.

*Councilmember Matson made a motion to continue Item 11G to the Regular Council Meeting on July 10, 2023, at 7:00 pm; if not a full Council may make a motion to continue to the Regular Council Meeting in September 2023. Seconded by Councilmember Cody. Vote on motion for Item 11G. **All voted (3-0) on motion**. **Motion passes** (Absent Councilmember Patrick Fiore and Vice Mayor Leanne Tellam).

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FEDERAL GRANTS; ACCEPTING THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AWARD NO. 693JJ32340056 IN THE AMOUNT OF THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS ($375,000) IN ORDER TO ENTER INTO A PROJECT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT) AND FEDERAL HIGHWAY ADMINISTRATION (FHWA), TO COMPLETE A STREET SAFETY ACTION PLAN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND ALL SUBSEQUENT RELATED DOCUMENTS AS REQUIRED ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14D moved by Councilmember Cody and Seconded by Councilmember Matson.

Director Olga Cadaval provided a staff report on Item 14D.

Councilmember Matson spoke in support of Item 14D.

**All voted in favor of the Resolution (3-0). The Resolution passed unanimously.** (Absent-Councilmember Patrick Fiore and Vice Mayor Leanne Tellam)

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF

LAND TO BE USED FOR POCKET PARKS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14E moved by Councilmember Cody and Seconded by Mayor Cunningham.

Village Manager Marano provided a staff report including a slide presentation on Item 14E.

Mayor Cunningham spoke in support of Item 14E.

Councilmember Cody spoke in support of Item 14E.

Councilmember Matson spoke against 14D:

- All three properties in the presentation are all under high tension wires. She stated she would not want a park for children under high tension wires.
- Would like to know how the neighbors feel about the proposed property being turned into a park.
- When it comes to acquiring property for a park or pocket park; the Village should follow the Comprehensive plan and the Visioning Session which says we should acquire coastal property.

Councilmember Matson supports purchasing property but not this property for the above reasons.

Manager Marano indicated that he can bring the item back to the July meeting.

**Vote: Item 14E Passes (2-1)** with Councilmember Matson opposing. (Absent-Councilmember Patrick Fiore and Vice Mayor Leanne Tellam)

Attorney Dellagloria stated that it is a resolution and only requires a majority of the sitting quorum.

**15. OTHER BUSINESS:** None.

**16. COUNCIL COMMENTS:**

Councilmember Cody questioned the Village Attorney about Councilmember Fiore leaving the meeting since he didn't declare a conflict before departing the meeting.

Attorney Dellagloria reported that a Councilmember doesn't have to have to declare a conflict to leave a meeting; however, if the Councilmember is in the building the Councilmember may be summoned back to the meeting.

Councilmember Matson provided a statement in support of Mark Merwitzer regarding his membership on the Education Advisory Committee.

Mayor Cunningham and Councilmember Steve Cody congratulated the Village Manager and the Parks Department for a successful pickleball and basketball tournament.

## 17. NEXT MEETING AND ADJOURNMENT

Councilmember Cody **motioned** to adjourn the meeting at 10:44 PM. Councilmember Marsha Matson **seconded. All voted in favor of the motion (3-0). The motion passed unanimously.**

---

The meeting minutes were approved this 10th day of July 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| Karyn Cunningham, Mayor | Melissa Dodge, Acting Clerk |

**The Minutes were written and prepared by:**
**Acting Clerk, Melissa Dodge.**

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:34 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Rachel Stanton |
| Email Address | rachelnotaryfl@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I feel it is important for Public comments to continue to be read at council hearings because it does ensure that concerns of Palmetto Bay residents are heard. This has been a beneficial change brought forth after Covid, which also benefits those who cannot physically attend meetings the chance to participate in important village matters. Thank you. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:43 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Katherine Stanton |
| Email Address | stantonkatherinem@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Please continue to read Public comments at council hearings because it allows Palmetto Bay residents who cannot physically attend meetings the chance to participate in important village matters. Thank you. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, June 4, 2023 11:20 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 6/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | James H Woodard |
| Email Address | spamreject@aol.com |
| Address | 17001 SW 90 Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 10.A |

| | |
|---|---|
| Comments (type your comments in the box below) | If you pass item 10.A. you will be ignoring the wishes of the majority of the residents of Palmetto Bay. |
| Agenda Item No. | 11.F. |
| Comments (type your comments in the box below) | There is a drafting error that should be corrected prior to consideration of this item. The summary clearly states that the ordinance requires the manager "to seek authorization from the village council prior to retaining the services of any "trapper" or other individual engaged in the capture/transport of any wildlife...." However, the text of the ordinance uses the past tense "issued" and can be construed to require notice to the council after the fact. This should be corrected in order to accomplish the intended result. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 12:51 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | June 5, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | PSGORMAN@AOL.COM |
| Address | 14140 SW 72nd Avenue, Palmetto Bay, Florida 33158 |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Item 10A sponsored by Mayor Cunningham eliminating the requirement to read public comments at meetings by the village clerk is silencing the voices of residents she represents. I strongly oppose this ordinance. Residents do not attend in person meetings for various personal reasons, but wish to participate in government in any way possible and should be encouraged by all council members for best practices. The reading of comments is a sure way to be heard regardless of the origin of this practice, and should continue to be read into |

| | |
|---|---|
| | the record. Residents fear providing copies of comments by the village clerk would only be tossed aside and ignored. This is not good government. I respectfully ask the Village Council to vote NO on this item. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 3:40 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 6/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Cathy Javech |
| Email Address | Cathyjavech@gmail.com |
| Address | 7660 SW 144th St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 10A |

| | |
|---|---|
| Comments (type your comments in the box below) | I strongly oppose not reading public comments in the council meetings.It does not allow fair representation of residents who cannot attend meetings in person to participate and be heard in village matters. I believe this discriminates against residents unable to attend in person.All residents benefit from hearing their opinions at the time of the meeting.Simply entering these comments in the record is insufficient. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Friday, June 2, 2023 9:12 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | JUDY FREEBY |
| Email Address | nonies@bellsouth.net |
| Address | 16900 SW 88 Court |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11.A |

| | |
|---|---|
| Comments (type your comments in the box below) | The thought of 3 council members trying to silence written public comment is appalling. Every resident has the right to speak whether in person or remotely |
| Agenda Item No. | 11.F |
| Comments (type your comments in the box below) | I do agree with Councilman Fiore that there needs to be more transparency regarding any actions against wildlife in the village. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Friday, June 2, 2023 3:33 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | June 5 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Mary Daes |
| Email Address | 9255 SW 178 St |
| Address | *Field not completed.* |
| City | Palmetto Bay |
| State | Fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11.F |

| | |
|---|---|
| Comments (type your comments in the box below) | I agree with Patrick Fiore. No one should be killing any animals in Palmetto Bay without all residents being informed of this torture |
| Agenda Item No. | 11.A |
| Comments (type your comments in the box below) | Comments must be read so residents feel like they're being heard. It's called Freedom of Speech. We know Karyn has her 2 backups in Tellam and Cody to always out vote Fiore and Matson.<br>The residents are very well aware the Mayor and others on the counsel do not care what the residents have to say. Exactly why no one cares to come to the meetings that are long and get ignored anyway. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 12:14 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | June 5, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | psgorman@aol.com |
| Address | 14140 SW 72nd Avenue |
| City | Palmetto Bay |
| State | State |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Ordinances for a first reading Item 11 F Sponsored by Councilmember Patrick Fiore regarding wildlife protection is a good start to resolve recent killings of Muscovy ducks in Coral Reef Park. However, this item needs to be amended to state in (b) The Village Manager MUST GET APPROVAL FROM the Council at a public meeting IN ADVANCE of any contract or authorization BEING issued by the Village Manager to capture, transport or kill any wildlife. Should the above changes in the wording in section (b) be amended tonight during discussion, I |

| | |
|---|---|
| | support Item 11 F.<br>Also would like to mention, the Village Manager should had followed Ordinance Section 15.2 Bird Refuge regarding Muscovy ducks and should educate himself with all village ordinances to avoid any future missteps. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 2:45 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Rene Gomez |
| Email Address | renegomez1984@gmail.com |
| Address | 9153 Sw 227th St, Unit 7 |
| City | Cutler Bay |
| State | FL |
| Zip Code | 33190 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Dear Palmetto Bay Village Council Members,<br><br>I hope this email finds you in good health and high spirits. I am writing to express my strong opposition to Ordinance 11F, which is currently under consideration. It is my sincere belief that passing this ordinance would be a grave mistake for our community, and I feel compelled to voice my concerns.<br><br>First and foremost, I must highlight the underlying motives |

11F

behind the introduction of this ordinance. It has come to my attention that the driving force behind Ordinance 11F is the undue influence exerted by Henry Cliffton and his connections within the Palmetto Bay Village council. This raises serious questions about the intentions behind this proposal and whether it truly serves the best interests of our community.

Furthermore, I would like to draw your attention to the fact that Ordinance 11F directly contradicts existing state laws pertaining to wildlife management. South Florida's delicate ecosystem is under threat from invasive species such as Muscovy Ducks and Peacocks. By implementing this ordinance, we would hinder the necessary measures required to protect our ecosystem and maintain a balanced environment.

Additionally, there have been recent reports and a circulating photo depicting Carol Vegas' home, which seems to be filled with animals being actively fed. This raises concerns about individuals attracting and feeding wild animals, which can disrupt the natural order and exacerbate the ecological challenges we face. It is disheartening to witness such actions, especially when they come from those who should be setting an example for responsible behavior.

Furthermore, it has come to my attention that some individuals, including those pushing for this ordinance, have made baseless claims about me being a trapper and being expelled from social media platforms. These fabricated stories are not only defamatory but also distract from the real issues at hand. It is my sincere hope that we can move beyond these false narratives and focus on matters that truly impact our community.

In conclusion, I implore you to reconsider and reject the passage of Ordinance 11F. It is clear that this proposal is driven by personal interests rather than the well-being of Palmetto Bay and its residents. By supporting this ordinance, we risk undermining the delicate ecosystem, allowing invasive species to flourish, and perpetuating the feeding of wild animals in our community.

(Section Break)

| | |
|---|---|
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 3:28 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 6/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Cathy Javech |
| Email Address | Cathyjavech@gmail.com |
| Address | 7660 SW 144th St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11F |

| | |
|---|---|
| Comments (type your comments in the box below) | I agree with Patrick Fiore's item #11 F to require the Village Manager to get council approval to trap,remove from any park or village property and that public notice be given prior to any action taken.As a resident of PB we want to be involved in protecting our wildlife in our community and preventing inhumane trapping.I find it cruel and unacceptable the Village Manager hired trappers to come in to PB |
| Agenda Item No. | 11A |
| Comments (type your comments in the box below) | I support Marsh Matsons item 11A to allow equal time for written comments to be read at Council meetings because otherwise people attending virtually are not informed on a timely basis.Simply entering in the record is after the fact is going to be more than a month later |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:01 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Elizabeth Chowning |
| Email Address | lisachowning@gmail.com |
| Address | 7660 SW 144th ST |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11f |

| | |
|---|---|
| Comments (type your comments in the box below) | I support the proposed ordinance "PROTECTION AND PRESERVATION OF WILDLIFE". Our community should be a steward of the environment we live in, balancing the needs of residents, park visitors and wildlife. Major decisions should be made by the Council with public input. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

Email not displaying correctly? View it in your browser.

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:17 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Paul Stein |
| Email Address | pauldstein@aol.com |
| Address | 15960 SW 78th Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11F |

| | |
|---|---|
| Comments (type your comments in the box below) | I am in support of the proposed amendment listed under 11F presented by Councilman Patrick Fiore regarding wildlife protection. |
| Agenda Item No. | 10A |
| Comments (type your comments in the box below) | I believe in transparency and am against the item no 10A which would eliminate the public reading of submitted comments. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:23 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Rachel Stanton |
| Email Address | rachelnotaryfl@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | 11 F (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I am very appreciative that Patrick Fiore has taken the initiative to create an ordinance to protect wildlife in Palmetto Bay. All species of Palmetto Bay's Wildlife are an integral part of the ecosystem and food chain and it is important to not disrupt the balance that exists. I.support Patrick Fiore's ordinance to protect wildlife as long as there is no option to kill wildlife. I do not support killing wildlife for any reason unless it is to end suffering of the wildlife that has no chance of recovery through |

| | |
|---|---|
| | a wildlife rehabilitator. I would appreciate all council members supporting this ordinance. Thank you |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:37 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Katherine Stanton |
| Email Address | stantonkatherinem@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |

11F (Section Break)

| | |
|---|---|
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I support Patrick Fiore's ordinance to protect wildlife in Palmetto Bay as long as there is no option to kill wildlife. I do not support killing wildlife for any reason unless it is to end suffering of the wildlife that has no chance of recovery through a wildlife rehabilitator. All species of Palmetto Bay Wildlife are an integral part of the ecosystem and food chain and it is important to not disrupt the balance that exists. Thank you. |

(Section Break)

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:58 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | June 5,2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Cheryl Silverman |
| Email Address | cherylsilverman@me.com |
| Address | 15624 SW 78th Pl |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 11 f |

| | |
|---|---|
| Comments (type your comments in the box below) | This should be stayed until we have wildlife recommendations from consultant. Furthermore I do not believe manager should have to seek permission from council to act as proposed. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, June 4, 2023 11:20 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 6/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning. Hearings ONLY | *Field not completed.* |
| Name | James H Woodard |
| Email Address | spamreject@aol.com |
| Address | 17001 SW 90 Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| (Section Break) | |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| (Section Break) | |
| Agenda Item No. | 10.A |

| | |
|---|---|
| Comments (type your comments in the box below) | If you pass item 10.A. you will be ignoring the wishes of the majority of the residents of Palmetto Bay. |
| Agenda Item No. | 11.F. |
| Comments (type your comments in the box below) | There is a drafting error that should be corrected prior to consideration of this item. The summary clearly states that the ordinance requires the manager "to seek authorization from the village council prior to retaining the services of any "trapper" or other individual engaged in the capture/transport of any wildlife...." However, the text of the ordinance uses the past tense "issued" and can be construed to require notice to the council after the fact. This should be corrected in order to accomplish the intended result. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 12:51 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | June 5, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | PSGORMAN@AOL.COM |
| Address | 14140 SW 72nd Avenue, Palmetto Bay, Florida 33158 |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Item 10A sponsored by Mayor Cunningham eliminating the requirement to read public comments at meetings by the village clerk is silencing the voices of residents she represents. I strongly oppose this ordinance. Residents do not attend in person meetings for various personal reasons, but wish to participate in government in any way possible and should be encouraged by all council members for best practices. The reading of comments is a sure way to be heard regardless of the origin of this practice, and should continue to be read into |

| | |
|---|---|
| | the record. Residents fear providing copies of comments by the village clerk would only be tossed aside and ignored. This is not good government. I respectfully ask the Village Council to vote NO on this item. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 3:40 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 6/5/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Cathy Javech |
| Email Address | Cathyjavech@gmail.com |
| Address | 7660 SW 144th St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| (Section Break) | |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| (Section Break) | |
| Agenda Item No. | 10A |

| | |
|---|---|
| Comments (type your comments in the box below) | I strongly oppose not reading public comments in the council meetings.It does not allow fair representation of residents who cannot attend meetings in person to participate and be heard in village matters. I believe this discriminates against residents unable to attend in person.All residents benefit from hearing their opinions at the time of the meeting.Simply entering these comments in the record is insufficient. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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| | |
|---|---|
| Comments (type your comments in the box below) | I am in support of the proposed amendment listed under 11F presented by Councilman Patrick Fiore regarding wildlife protection. |
| Agenda Item No. | 10A |
| Comments (type your comments in the box below) | I believe in transparency and am against the item no 10A which would eliminate the public reading of submitted comments. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Melissa Dodge

**From:** noreply@civicplus.com
**Sent:** Monday, June 5, 2023 4:17 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Paul Stein |
| Email Address | pauldstein@aol.com |
| Address | 15960 SW 78th Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| (Section Break) | |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| (Section Break) | |
| Agenda Item No. | 11F |

## Melissa Dodge

**From:** noreply@civicplus.com
**Sent:** Tuesday, June 6, 2023 9:54 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

Received September Regular Council Mtg.

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 06/05/2023 |
| Meeting Type | Regular Council Meetin |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm true and accurate |
| Name | Tomas Gonzalez |
| Email Address | tg9254@gmail.com |
| Address | 9254 SW 180th St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 10 A |

| | |
|---|---|
| Comments (type your comments in the box below) | I am against this item, the citizens have the right to be heard whether they are at home or at the meeting. This appear to be another attempt to silence dissent. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**AGENDA ITEM NO. 4.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Nick Marano, Village Manager's Office |
| **ITEM TYPE:** | Report |
| **AGENDA SECTION:** | VILLAGE MANAGER'S REPORT |
| **SUBJECT:** | Departmental Updates |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Manager's Report-July 10, 2023

# Manager's Report

## FINANCE

### May

- The expenditures in May 2023 were $ 569,055, 3.03% of the total budget, compared to budgeted expenditures of $1,560,130, a surplus of 5.30 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,560,130 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.
- YTD the Village has spent $8,859,609 or 47.32% compared to budgeted expenditures of $12,481,040 or 66.64%. The preliminary property assessment for the Village is $4,120,000,000 which is an 11% increase over last year.

Manager's Reportable Checks:

| Check Transfer Date | Check Transfer # | Vendor Name | Description | Total Amount |
|---|---|---|---|---|
| 5/1/2023 | 41907 | BACALLAO CONSTRUCTION & ENGINE | SAFE ROUTES TO SCHOOL -PRIORITY 2 - PERRINE ELEMENTARY | $52,446.90 |
| 5/10/2023 | 41962 | BEEFREE, LLC. | FREEBEE RIDES FOR APRIL 2023 | $19,882.50 |
| 5/19/2023 | 42011 | METRO EXPRESS, INC. | VILLAGE-WIDE SIDEWALK IMPROVEMENTS | $39,312.50 |
| 5/19/2023 | 42038 | ROSE WOOD LANDSCAPE, LLC. | SHADING PALMETTO BAY 2023 - DISTRICT 3 | $14,197.80 |
| 5/19/2023 | 42040 | STANTEC CONSULTING SERVICES | DRAINAGE IMPROVEMENTS - SUB-BASIN 11 - FEBRUARY 28, 2023 | $45,811.00 |
| 5/19/2023 | 42040 | STANTEC CONSULTING SERVICES | DRAINAGE IMPROVEMENTS - SUB-BASIN 11 - APRIL 28, 2023 | $38,842.50 |
| 5/19/2023 | 42044 | TYLER TECHNOLOGIES | PATTERN STREAM AUTOMATED DOCUMENT SYSTEM | $14,372.00 |

| | | | | |
|---|---|---|---|---|
| 5/19/2023 | 42045 | V & G CONSTRUCTION SOLUTIONS | STREET CALMING INSTALLATION DEVICES | $51,420.00 |
| 5/19/2023 | 42045 | V & G CONSTRUCTION SOLUTIONS | STREET CALMING INSTALLATION DEVICES | $30,057.50 |
| 5/26/2023 | 42073 | DEERE & COMPANY | CRP BUNKER AND FIELD RAKE | $15,140.35 |

# IT DEPARTMENT

## May

- Help desk statistics: 139 tickets created, 149 closed.
- Server project: migration of Village's central point-of-sale cashiering system to new sever farm complete.
- Implementation of new technologies and network policies to meet Microsoft's multi-factor authentication mandate. Completed at no additional cost to the Village.

## July Upcoming Events

- Completion and debut of the new EOC/ Training Room
- Assit HR in completing NewGov Perform project implementation as needed.
- Miami-Dade County ARM360 and WevEOC training for Palmetto Bay and nearby municipalities at Village Hall, July 12th
- Project kickoff – justFOIA public records request management system
- Expansion of public Wi-Fi services at Coral Reef Park – playground, soccer field, concession area.

# HUMAN RESOURCES

## May

- 7 Recruitment Ads ***(*NOTE: numbers are high due to seasonal positions)***
    - Park Service Aide (Parks & Recreation)
    - Accounting & Alarm Clerk (Finance)
    - Administrative Aide/Receptionist (Public Services)
    - Tree Trimmer (Public Services)
    - Code Compliance (Community & Economic Development)
    - Vactor Operator (Public Services)
    - Video Production Specialist (HR & Communications)
- 64 Applications Review
- 29 Interviews scheduled
    - Park Service Aide (Parks & Recreation)
    - Parks & Recreation Supervisor (Parks & Recreation)

  - Video Production Specialist
  - Seasonal positions in Summer Camp Program
- 10 Pre-Employment Meetings
- 8 New Hire
  - 1 – Cashier (Finance)
  - 1 – Special Events & Programs Coordinator
  - 2 – Park Service Aide
  - 4 - Seasonal Summer Camp

- 17 Job vacancies
  - 1 – Building Official (Comm. & Economic Development)
  - 1 – Office Manager (Comm. & Economic Development)
  - 3 – Code Compliance Officer (Comm. & Economic Development)
  - 1 – Permit Clerk (Comm. & Economic Development)
  - 1 – Admin. Assistant (Village Clerk)
  - 1 – Video Production Specialist (Communications)
  - 1 – Administrative Aide/Receptionist (Public Services)
  - 1 – Tree Trimmer (Public Services)
  - 1 – Vactor Operator (Public Services)
  - 2 – Parks & Recreation Supervisor (Parks & Recreation)
  - 4 - Park Service Aides (Parks & Recreation)
- 0 Training Sessions

- 0 Separations of Employment

- 1 Transfers/Updates/Evaluations

# COMMUNICATIONS

## May

- 101 FB/Twitter Postings (including event and meeting postings)
- 8,507 FB Followers (likes)
- 50 New FB followers
- 3,968 Instagram Followers
- 104 New IG Followers
- 2,341 Constant Contact Contacts
- 4 Video (including meetings/town halls)
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 5/13 Village Vibes
  - 5/27 Village Vibes

- 11 Promotional/Informational Campaigns:
  - We Love PB!
  - Motivational Mondays
  - Palmetto Bay Proud
  - TeamPB
  - PB always working for you

- Mental Health Month
- Teacher Appreciation Day
- Law Enforcement Day
- Mother's Day
- Memorial Day

- Meetings:
  - 5/1/2023 – Regular Council Meeting
  - 5/15/2023 – Zoning Hearing
  - 5/17/2023 – Virtual COW
  - 5/24/2023 – Budget Workshop
- Events:
  - 5/7 Dig Like Kim Tournament
  - 5/20 Teen Drive-in Movie

# GRANTS

## May

- 0 New grant application prepared in May.
- 0 Grant Approval received in May.
- Active grants list with updates:
  - Sub-Basin 61 (Hazard Mitigation Grant Program) – Agreement # 4337-370
  - Sub-Basin 61 (State Appropriation) – Agreement # LPA0202
  - Thalatta Shoreline Project (Florida Inland Navigation District) – Agreement # DA-PB-20-245 – Permit extension approved, pending start based on Thalatta appointments
  - Park and Ride Services (Transportation Planning Organization) – Agreement # G1308/444362-1
  - Sub-Basin 43 (State Appropriation) – Agreement #LPA0358
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – Agreement # 4886-112 – Approved for Phase 1 funding total of $182,700 for surveying, engineering, design, plans preparation, permitting and bidding for the proposed project
  - Tree Inventory, Phase 1 (Urban & Community Forestry Program) – Agreement # 29424 – ITB advertisement slated for June 6th
  - Safe Routes to School (SRTS) – Perrine Elementary School – Project # 431503-1-58 – Construction at 100%
  - Safe Routes to School (SRTS) – Coral Reef Elementary School – Project # 431507-1-58 – Construction began May 8th
  - Shading Palmetto Bay 2023 – District 3 – Planting completed, pending project close out
  - Safe Street 4 All (SS4A) – Project # HSSP230259PR - Agreement brought before Council in June and approved
  - Palmetto Bay Vulnerability Assessment – Pending Agreement

- Coral Reef Park Trail Renovations (Recreational Trails Program (RTP)) – Agreement # T2204 – Agreement brought before Council May, pending fully executed agreement and access to new Commencement Documentation site S.W.E.P.T. (State-wide Environmental Project Tracker)
- Palmetto Bay Park Improvements, Phase 1 (Florida Recreation Development Assistance Program (FRDAP)) – Agreement # A23023 – On-going, 93% completed.
- Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359
- JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase

- Meetings/Webinars attended in May
  - SS4A Project # HSSP230259PR Virtual Kickoff Meeting – May 1st
  - CoMotion Miami 2023 – May 10th
  - SUN (Shared Used Nonmotorized) Trail Program Webinar – May 16th
  - DEP (Department of Environment Protection) - Resilient Florida Grants Webinar – May 17th
  - Safe Streets & Road 4 All (SS4A) next cycle funding Webinar – May 24TH

## July Upcoming Events

- Continue to work on active grants.
- Most documents gathered and prepared to submit to RTP grant for Coral Reef Park when Agreement is received and access is provided to the State-wide Environmental Project Tracker (SWEPT) program
- Continue to research funding opportunities to fund Capital Improvement Projects from the Village budget
- Begin to prepare projects for Parks specific grants such as FRDAP, RTP, and LWCF with upcoming due dates later this year

# PARKS & RECREATION

## May

### Palmetto Bay Park

- I9 Sports Fall Season on Saturdays and Sundays
- Ballet At the Park Mondays -Thursdays
- Travel Softball Teams Practice Daily
- MJ Hoops (Basketball User Agreement) Wednesdays and Thursdays
- Senior Stretch & Relax Baptist Class – Mondays, May 1, 8, 15, 22 at 10:30am

### Coral Reef Park

- Farmers Market on Saturdays 9:00am – 3:00pm
- Total Rentals for Pickleball in May – 102

- 3rd Annual Dig Like Kim Volleyball Tournament – May 7th, 7:00am-5:00pm

## Perrine Community

- Ballet at the Park – Mondays and Wednesdays, May 1, 3, 8,10,15,17, 22, 24, 29, and 31 at 3:00pm
- Senior Fun Day – Thursday, May 11, 2023
- Art Exhibit – Saturday, May 20, 2023, 6:30pm-8:30pm
- Senior Floral Design Class – Wednesday, May 24, 2023 at 10:30am
- FEE WAIVER – The Blue Angels – Fellowship. Sunday, May 28, 2023

## Ludovici Park

- Rotary Club – Tuesday, May 2, 9, and 16, 2023 at 11:30am
- Core & Stretch Classes at EAFCR – Wednesdays, May 3, 10, 17, 24, and 31 2023 - at 10:30am - 11:30am
- PBBA Luncheon Meeting at EAFCR – Thursday, May 4, 2023, at 11:00am
- Parent Night Meeting at EAFCR – Saturday, May 6, 2023 at 2:00pm
- Jack & Jill of America, Inc. at EAFCR – Sunday, May 7, 2023 at 9:00am
- Cutler Bay Community Theater – Monday, May 8 and 22, 2023
- Volunteering Miami Meeting at EAFCR – Saturday, May 13, 2023 at 2:00pm
- Homeschool Graduation at EAFCR – Friday, May 19, 2023, at 7:00pm
- Arts a L Dance Recital at Amphitheater – Saturday, May 20, 2023 at 5:30pm
- Everglades Foundation at EAFCR – Tuesday, May 23, 2023 at 9:00am

## Thalatta Estate

- 3 - Weddings
- 4 - Photoshoots
- 1 – Rehearsals
- 1 – Events
- 5 - Programs

## Fee Waivers- Requested in May 2023

| Group Name | Date | Time | Park/ Request | Description/ Purpose | Total Value | Date of Memo |
|---|---|---|---|---|---|---|
| Volunteering Miami | 5/13/23 | 2pm-4pm | EAF Community Room | Staff Meeting | $360.00 | 5/1/2023 |
| American Water Resources Association | Thursday, 6-8-23 | 11am-1:30pm | EAF Community Room | Lunch & Learn | $364.00 | 5/5/2023 |
| Be Strong International | Thursday, 6-15-23 | 9am-4pm | Perrine Community House | Staff Meeting | $503.00 | 5/10/2023 |
| Blue Line Angels | Sunday, 5-28-23 | 10am-3pm | Perrine Community House | Tea Women Fellowship | $596.00 | 5/10/2023 |
| Miggys Gift | Sunday, 11-19-23 | 8am-12pm | Coral Reef Park | Stepping it for Stephen | $185.00 | 5/19/2023 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Henry E. Perrine Academy of the Arts | N/A | N/A | 2023 Summer Camp Voucher | Summer Camp Voucher for their Silent Auction | $195.00 | 5/24/2023 |

# July 2023 Upcoming Events/Programs/Projects

## Palmetto Bay Park

- Ballet in the Park Camp June 26-30 & July 24-28, 2023
- Weekend PE Camp June 12-16; June 19-23; July 10-14; and July 17-21

## Coral Reef Park

- Saturdays 9:00am – 3:00pm – Farmers Market on Saturdays 9:00am
- Summer Tennis Camp – June 12 to August 4, 2023
- Regular Summer Camp – June 12 to July 28, 2023
- BaurBall Soccer Camp – June 12 to 13; June 19 to 23, 2023
- Scott Top Soccer Camp – June 12 to June 26, 2023

## Perrine Community House

- Senior Stretch and Relax, Mondays, July 10, 17, 24, and 31 at 10:30am and 11:15am
- Rotary Club – Tuesday, July 11th & 18th at 11:30am
- Core and Stretch Class Baptist – Wednesdays, July 5, 12, 19, 26 at 10:30am
- DMV FLOW – Thursday, July 20, 2023

## Thalatta Estate

- Shoreline Construction Project
- 1 - Weddings
- 0 - Event
- 0 – Rehearsals
- 1 - Photoshoot
- 4 – Programs
- 0 - Meeting

## Ludovici Park

- Discovery Lab Summer Camp – July 3 – 28, 2023
- Burgess Graduation – Saturday, July 8, 2023 at 6:30pm
- HOLD – Jill & Jack of America – Sunday, July 9, 2023
- HOLD - Cert Registration – July 15th, 16th and 22nd
- Cuttler Bay Community Theater – Monday, July 31, 2023 at 7:00pm

## Park Projects

- **Parks Master Plan** – Bermello Ajamil & Partners
  Adoption Presentation to Council July 2023
- **Repair/Replacement of Rubberway Trail at Coral Reef Park**
- **Repair Asphalt Trails at Coral Reef Park**
  - Waiting for Grant Agency

- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 6/30/23 submittal of irrigation plans with sized pipe, pump and updated schedule with cost estimate
  - 7/15/23 submittal package for building department review
  - 8/10/23 submittal of bid document with technical specifications and updated cost estimate
  - 9/10/23 submittal package for bid should be ready pending building department review and comments

- **Palmetto Bay Park Playground Refurbishing**
  - NSP has completed initial repairs/painting of the metal surfaces.
  - Bliss Products completed repair of play shell and patching of PIP.
  - Additional playground items order from Bliss Products (Play Pod Traverse Curved-Lily Pads; Panel; Spring Rider; rail for Turn Across Deluxe) with shipping date of June 16, 2023.
  - NSP scheduled for the first week of July for installation of this equipment.
  - Apparatus for 6-24 months ordered from Gametime (Stock Car; Balance Beam; Tots Bongos; Tots Rocker; Tots Thundering); including installation by DW Recreation June 17-30, 2023- demolition scheduled for removal of selected item; i.e., Red Disc Swing; to allow for installation of 6-24 month apparatus in this area
  - Awaiting shipping dates from Gametime and scheduling of installation by DW Recreation
  - Procuring quotes for replacement of swings in Southwest quadrant of playground
  - Bliss Products (PO40001) has been procured replacement of damaged and/or lifted surfaces (PIP) once all replacements have been completed.
  - Currently in discussions with Professional Consultant regarding design and specification documents for new playground perimeter fencing

- **Coral Reef Park – Design-Build Multi-Purpose Facility**
  - Released May 24, 2023
  - Mandatory Pre-Bid Meeting held June 6, 2023
  - Bids Due on August 2, 2023
  - To Council for Approval September 2023

- **Palmetto Bay Park Basketball Court Lights** - MUSCO Lighting System, Inc.
  - Delivery of materials/lights to site last week in May; installation to be completed by June 30, 2023.

- **ITB for Volleyball Courts at Coral Reef Park** –

  - Released May 9, 2023
  - Mandatory Pre-Bid Meeting held May 23, 2023
  - Bids Due on July 11, 2023
  - To Council for Approval September 2023

- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Working on plan as approved.**
    - Presented Draft to the Tree Board May
    - RFP to be released July

- **The Woods**
- **Institute for Regional Conservation - Working on plan as approved.**
  - IRC (Institute for Regional Conservation) working on scope/plan.
  - Collected data and recorded polygons to delineate restoration zones.
  - Processing plant and GIS and will revisit to collect additional data.
  - Tentative Completion date for Scope is June 2023.
  - RFP to be released August.

# PUBLIC SERVICES

## May

- **Freebee Ridership:**
  - 1374 Completed Rides (C.R.)
  - 1599 Total Passengers

*Ridership has increased by 57 C.R. since March & increased by 145 C.R. since April*

- **IBus Ridership:**
  - 661 A.M. Route
  - 600 P.M. Route **Total: 1261 Riders**

*Ridership has decreased by 34 since March & increased by 28 since April*

- **Facilities Maintenance Division**
  - 136 Open Work Orders – *10 more than March/7 more than April.*
  - 139 Closed Work Orders – *9 more than March/15 more than April.*

- **Public Works**
  - 5 - Signs Repaired/Installed – *2 less than March/ 1 less than April.*
  - 3 - Graffiti Removal – *0 same as March/ 2 more than April.*
  - 7 - Pothole/Shoulder Repairs – *5 more than March/ 7 more than April.*
  - 23.26 - Tons of Debris/Trash Removal – *10.38 more than March/ 12.74 more than April.*
  - 7 - Drain Cleaning/Repairs (inlet tops) – *6 more than March/ 1 more than April.*
  - 0 - Linear feet of sidewalks installed – *1,160 less than March/ 1,850 less than April.*
  - 0 Paving Linear ft - *0 same as March/ 0 same as April.*
  - 7 - Sidewalks inspected – *7 more than February/ 4 less than March.*
  - 5 - Drainage Inspection – *5 more than March/ 0 same as April.*
  - 169 -Trees/Shrub Trimming/Removal – *117 more than March/ 11 more than April.*
  - 201 Tree & Landscaping Inspections – *661 less than March/ 81 more less than April.*

## May Projects Follow-up

- Sub-Basin 61 is complete pending As-builts & Permit Closeout.
- 7340 linear feet of sidewalks have been reconstructed as part of Village wide Annual Sidewalk contract. Additional $25k approved, will continue to work on damaged areas.

- SW 92nd Avenue Traffic Calming Design and Cartee Rd Water Main Extension Projects have been issued Notice to Proceed (NTP). Survey and utility locations have commenced on both projects.
- FY21-22 Speed tables proposed as part of Villagewide Traffic Calming Program have been completed. Will conduct FY22-23 Study in August/September 2023.

## July Upcoming Projects

- Issue Storm Drain Vac Con Contract while we complete hiring process. Work to start Monday, June 12, 2023.
- Present 2023 Bicycle & Pedestrian Master Plan Update by Consultant to Council. Was presented at the June 5, 2023 Regular Meeting. Will begin to pursue funding opportunities.
- Completed interviews for Vac-con Operator and Tree Trimmer Position. Plan to complete hiring process in July.

# POLICE

## May

- Southeast Florida Crime Prevention Association Monthly meeting
- Citizen Crime Watch monthly meeting
- Meeting with Cloud Based Security Camera vendors for the Village of Palmetto Bay
- Youth Crime Watch at Howard Drive and Coral Reef Elementary
- RAD Kids class at Dr. Henry E. Perrine Elementary School
- DARE at Christ Fellowship
- Career Day at Coral Reef Elementary and Vineland K-8 Schools
- Crimes/Calls for Service:
    - 2 Auto Thefts
    - 2 Commercial Burglaries
    - 3 Residential Burglaries
    - 14 Vehicle Burglaries
    - 0 Robbery
    - 15 Domestic Dispute/Disturbance
    - 12 Baker Acts
    - 29 Crashes

## July Upcoming Events

- 4th of July at Village Hall
- Coral Reef Summer Camp field trips every Thursday
- Rad Kids July 10th – 14th
- 5th grade picnic at Howard Drive Elementary School
- Hot Dogs at summer camp July 7th

# PLANNING & ZONING

## May

- Met with various property owners and applicants.
- Director Siegel hosted a business roundtable as part of the Economic Development Strategic Plan process.
- Evaluation and selection of a consultant to conduct the Resilience Action Plan.
- Director Siegel attended the Palmetto Bay Business Association monthly networking luncheon.
- Resilience Coordinator led Teen Town Hall: Building Climate Resilience with Mayor Cunningham.
- Building Division Staff and Director Siegel met to review progress on the areas for improvement from the Building Division Assessment.
- Reviewed solutions for building permitting and business tax receipt software.
- Staff continued to work with consultants to update the Comprehensive Plan.
- Staff continued to work with consultant to complete GIS system update. The GIS consultant met with Village departments to conduct an assessment of needs.
- Director Siegel continued to work on the coordination of the Veterans Park plat.
- Planning and Building Division worked together to identify items that do not require a building permit and could be reviewed through the Zoning Permit process.
- Department Staff attended the orientation regarding the Compensation and Classification study and completed the Job Assessment Tool.
- Director Siegel continued to provide support to outside legal counsel regarding various litigation matters.
- Planning Division Manager and Resilience Coordinator attended CoMotion Miami to learn about multi-modal technologies and strategies.
- Planning Division Manager and Resilience Coordinator attended the Tree Board meeting to solicit feedback on updates to the Landscape Ordinance.
- Director Siegel attended two webinars summarizing the outcomes of the 2023 Florida Legislative Session.
- Director Siegel attended the Miami-Dade DTPW Vision Zero Program Municipal Coordination Meeting.
- Director Siegel continued to review existing building and permitting contractual services and restructuring of CED divisions and improving process flow and internal communications.
- Director Siegel continues to work with department staff to identify improvements to internal procedures and development review processes.

### Reviews, Applications, and Public Meetings

- Zoning Hearing Applications Received:
    - V-23-005/ Dominguez Tiki Hut Variance/ 17642 SW 84 Ave / Requesting variance of setbacks for a tiki hut as a result of a violation
    - PL-23-001 / Bendheim Estate Homes / 8540 SW 174 Street / Requesting approval of tentative plat

- May 1, 2023 - Regular Council Meeting Items
    - Repealing Ordinance 2021-22 (Commercial Impact Fees) – Continued due to time

- May 15, 2023 – Zoning Hearing
  - RZ-23-003 Floodplain Management Standards- Passed: 5-0
  - RZ-23-005 Ordinance allowing the Keeping of Chickens Passed: 4-1

- May 18, 2023 – Resiliency Committee Meeting
  - Miami-Dade County Office of Resilience Presentation

- Business Tax:
  - Renewal: 2
  - New: 2
  - Closed: 0

- Building Division
  - Received 326 permits
  - 600 residents and contractors visited the Division
  - 849 Building and Roofing Inspections completed

- Code Compliance Division
  - New electronic system currently working and on track
  - Common violations: property maintenance residential and commercial
  - New cases: 59
  - Special Master cases: 18

## July Upcoming Events

- CED Annual Staff Cookout June 29th, 2023
- Continue to conduct operational and budget assessments of Code Compliance Division and Building Division.
- Go-live of integrated Code Compliance software (using Street-by-Street platform)
- Continue to work with Consultant regarding Market Analysis and Economic Development Strategic Plan.
- Finalize update of Planning GIS platform.
- Review Draft of Comprehensive Plan Update
- Committee Meetings
  - Art-In-Public Places - AIPP July 13, 2023

**AGENDA ITEM NO. 4.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Nick Marano, Village Manager's Office |
| **ITEM TYPE:** | Report |
| **AGENDA SECTION:** | VILLAGE MANAGER'S REPORT |
| **SUBJECT:** | Police Commander Report |
| **SUGGESTED ACTION:** | |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 5.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | John Dellagloria, Village Attorney's Office |
| **ITEM TYPE:** | Report |
| **AGENDA SECTION:** | VILLAGE ATTORNEY'S REPORT |
| **SUBJECT:** | Litigation Update |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Attorney Report (June 2023)

ATTORNEY REPORT
JUNE 2023

1. Reply to Winkler Pe??on Le?er
2. Amend Tree Memorial Sec?ons
3. Review and Amend Board and Commi?ee Secretary Guide
4. Compile Recent Legisla?on Affec?ng Village
5. Amend Trapper Registra?on Form
6. Review Veteran's Park Documents
7. Review Luxcom Pleadings
8. Review and Advise PRRs
9. Prepare, Review and Amend Legisla?on
10. A?end Bridge Case Management Conference
11. Vaca?on Homes Opinion
12. Memo re: Fee Simple
13. Review Amended Park Resolu?on
14. Amend Comp Plan Public Par?cipa?on Procedure
15. Memo re: Mo?on for Injunc?on
16. Revised Health Benefit Form
17. Prepare Founda?on Agenda
18. Review Village Center Le?er re: Affordable Housing
19. Review Village Center Response to Mo?on for Rehearing
20. Amend Police Contract
21. Review Zoning Item 5 D
22. Prepare Police Contract Resolu?on and Agreement
23. Review Village Reply to County Mo?on to Dismiss
24. Le?er to ATT

**AGENDA ITEM NO. 7.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | BOARD AND COMMITTEE REPORTS |
| **SUBJECT:** | Resiliency Committee Meeting (May 18, 2023) |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Minutes-Resiliency Committee Meeting-2023-05-18-

**MINUTES-AMENDED**
**RESILIENCY COMMITTEE MEETING**
**THURSDAY, MAY 18, 2023 – 6:00 PM**
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

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1. **Roll call and acknowledgement of visitors**
   - **Call to order @ 6:05 PM**
   - **Committee:**
     i. **The following members were in attendance:**
     Andrea Candelaria (Resiliency Liaison)
     Leanne Tellam (Vice Mayor)
     Sussette Irizarry (Chair of Resiliency Committee)
     Lasaly Changkachith (Secretary of Resiliency Committee)
     Committee member Heidi Faller
     ii. **The following members were absent:**
     Committee member Mohammed Taha
     Committee member Claudia Uribe
   - **Non-Committee members present:** Director Heidi Siegel, Alexander Adams (Planning Division Manager Department of Economic Development), Mia DeVane (Miami Dade County Resiliency Committee), Karina Castillo (Communications Project Lead for Miami Dade County Resiliency Committee), James F. Murley (Chief Resiliency Officer of Miami Dade County Resiliency Committee)

2. **Public Comments, including comments from Village Council, Village Manager, or staff**
   - No public comments

3. **Approval of Meeting Minutes:**
   - February 16, 2023
   - Chair Sussette Irizarry motioned for approval, Committee member Heidi Faller seconded approval. Motion was approved by all (3-0).

4. **Old Business:**
   - Recap of Spring Recycling Drive-Thru Event held on Saturday, April 29, 2023.
     i. Resiliency Liaison Candelaria provided a summary of the 2nd Annual Recycling Drive-Thru Event. She provided stats for items that were

recycled ranged from electronics to paper to clothes. Committee Chairwoman Irizarry assisted at the event. Residents completed a survey. Results indicate residents found the recycling drive found to be helpful and would like to have it more than once a year. A recycling drive is being considered for the fall. A question about sponsorship was asked and Liaison Candelaria elaborated that there were two sponsors, and she would like to increase sponsorships for future recycling drives to aid in lowering costs of storage.

**5. Discussion of Agenda Items:**

- Liaison Candelabra invited Miami-Dade County Office of Resilience *(presentation from County representative)* to present the county's resiliency plans. Presenters in Karina Castillo and James Murley.
    i. **https:www.miamidade.gov/climateactionstrategy** (website and newsletter sign up).
    ii. The following discussion items were presented such as placement of electric charging stations, prioritizing sea level-rise, and the create of Chief Bay Officer that is now part of the resiliency committee. Additionally, Jane Gilbert Chief Heat Officer for extreme heat - launched recently Extreme Heat Campaign. Infrastructure projects were discussed such as Progress Implementations 10 Key Actions and established the strategy Resilient305. Strengthening infrastructure systems through related studies work done in conjunction the Army Corp of Engineer called 'Back Bay' CSRM Study. Plans for Zero Waste Initiative.
    iii. In 2009, Miami-Dade County along with Monroe County, Broward County, and Palm Beach Country formed a coalition called The Southeast Florida Regional Climate Change Compact (website - **https://southeastfloridaclimatecompact.org/**). **A climate summit will be hosted this in Miami-Dade County at the Miami Beach Convention Center this year to identify priorities and host workshops. Date of climate conference is Nov. 16th-17th.**
    iv. It was mentioned that the Village of Palmetto Bay (VPB) is part of the county's Neighborhood Action Area.
    v. A discussion about establishing more mangroves barriers and establishing a carbon-offset programs in carbon capture/sequestering programs.
    vi. A discussion on septic tanks was held. Clarification was provided by defining **Septic-to-Sewer** program can be in place with the existence of wastewater infrastructure. While **Connect2Protect** is defined as the ability of an area to establish wastewater infrastructure in regions with septic. Conversely, if no wastewater infrastructure can be established, then **Check2Protect** is teaching homeowners on proper septic maintenance. There is a need of additional funds for septic-to-sewer

programs to assist homeowners with transition as the responsibility is on residents to complete the changes.

vii. **A consensus was reached for Liaison Candelaria to reach out to the Village Manager to do a waste management town hall.**

viii. A discussion on Biscayne Bay license plate with a need for 3000 license plate pre-orders for state to print. Money will go to Miami Foundation for Research.

ix. A discussion on native grass and plants as policy for grass replacements to reduce fertilizer runoff into the bay. A suggestion was made to county to review and remove the requirement for irrigation system in homeowner's lawn.

x. A brief discussion on Homeowners' Association effects on resiliency measures was held.

xi. A discussion branched off from the Extreme Heat Season Campaign about the Cool Pavement Pilot program and Miami-Dade County would like to collaborate with municipalities.

xii. A discussion on installation and challenges improvements along roadways such as replacement of street trees to help reduce heat and maintain the canopy of VPB.

**xiii.** A discussion on Resiliency Hubs and if Miami-Dade has one established. Chief Resiliency Officer Jim indicated that a study is underway, and if we would like to have a resiliency hub consultant come to discuss with VPB? **By consensus by the committee with a request for Liaison Candelaria to invite county resiliency hub consultant to come discuss the establishment of Resiliency Hubs.**

xiv. A discussion revisiting offshore mangrove barriers and the Army Corp of Engineer's sea wall barrier. There will be one more open-zoom call on this matter. Miami-Dade County asked for committee to voice their concerns and thoughts. **A consensus by the committee to request upcoming zoom link to disperse among and inform VPB residents.**

xv. A discussion regarding the Army Corp of Engineers agreement to build a slurry wall to send fresh Everglades waters south, which will have a negative effect on the VPB's by increasing salt-water intrusion.

xvi. The presentation ended with a group picture of both VPB & MDC Resiliency teams.

- Municipal Tree Data

i. Director Heidi Siegel provided an update of the Tree Board is working on a list of native trees to best practices for such as drought tolerant and water requirement on sustainability practices. Councilwoman Matson is supporting and working with Tree Board on assessing whether to undertake the tree removal approvals from county level to the village level and issuing permits. It was proffered to look at the landscaping code

and reinforce replanting. **Tree Board on Monday, May 22nd @ 5PM of draft ordinance.**

ii. There was a discussion on the Landscape codes.

- Update on responsibility matrix from committee
    i. **A consensus to table the review the responsibility matrix of committee member's research.**

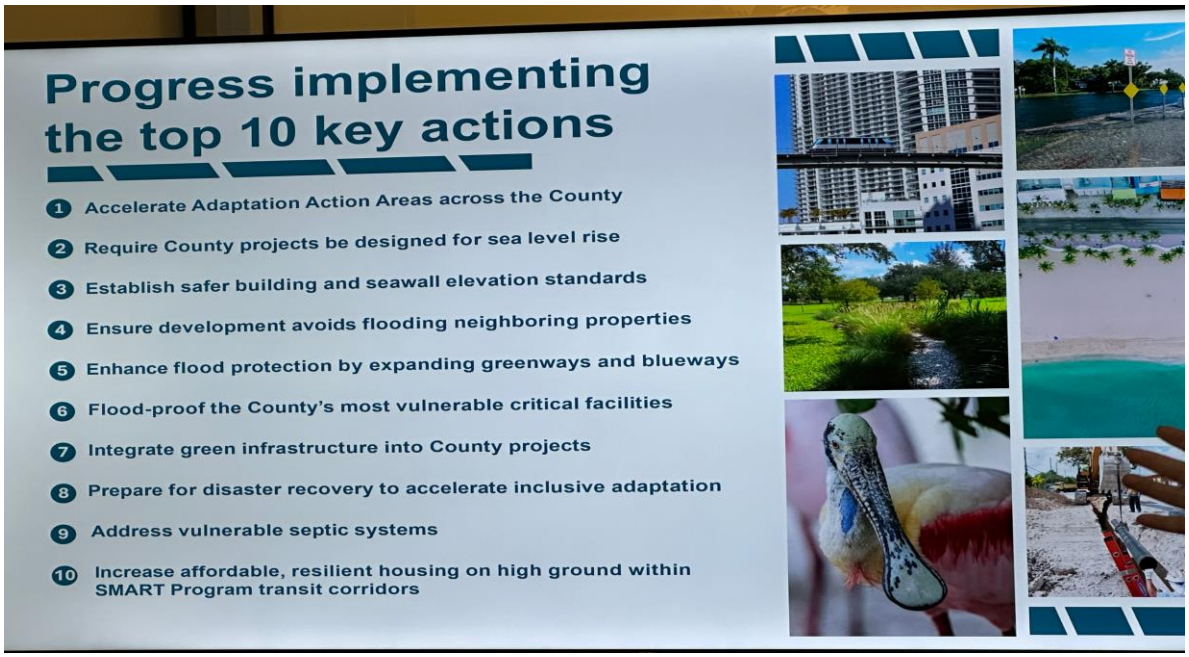
6. **New Business**
    - A discussion on committee board member attendance and responsibilities as resiliency committee members.
    - **By committee consensus, a request for Liaison Candelaria to reach out to absent committee members.**
    - A review of Sunshine Policy rules was revisited.

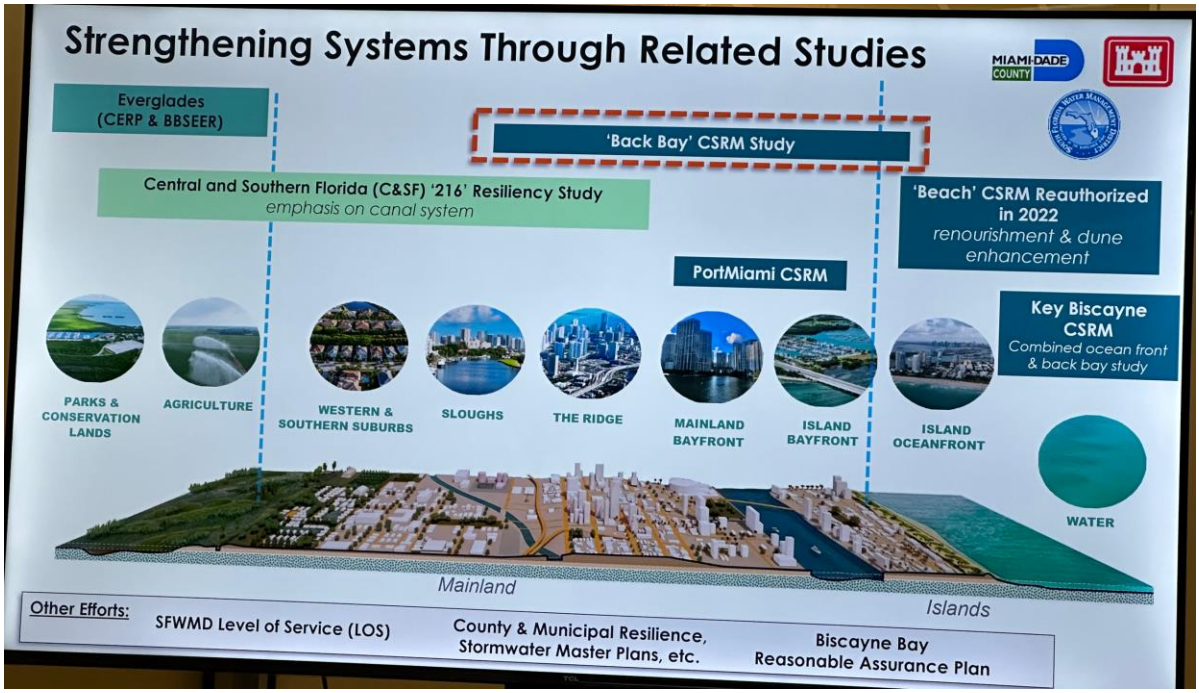
7. **Requests for assistance to Village Council and Village Manager**
    - Refer to section 5 of minutes.

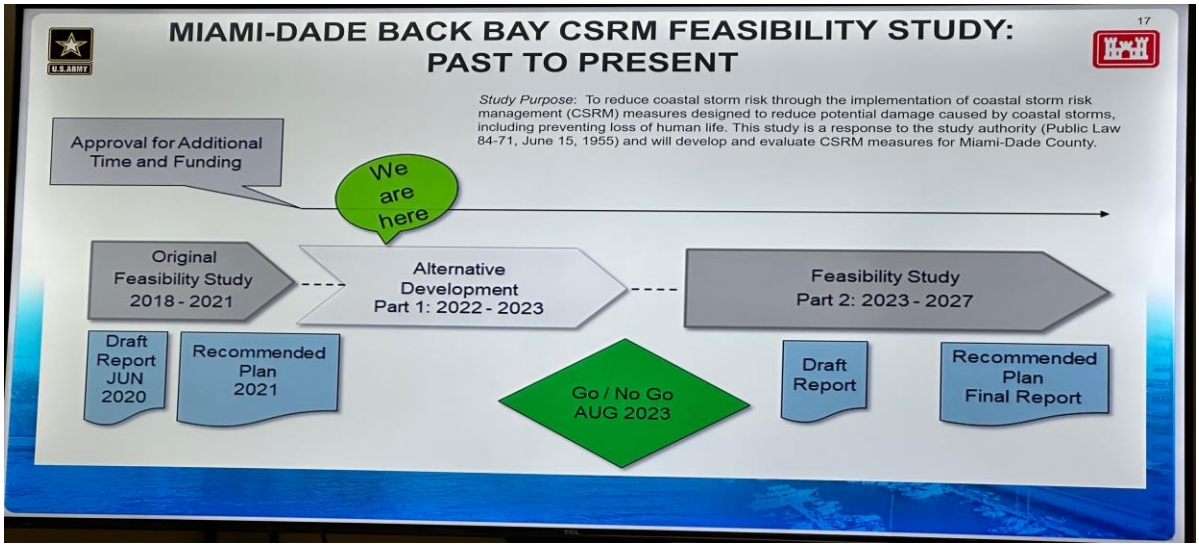
8. **Selection and list of discussion items for the next meeting scheduled for Wednesday, June 14, 2023, at 6:00 PM**
    - The June 2023 meeting was changed from June 15th to June 14th at the request of Resiliency Coordinator, Andrea Candelaria.
    - **Consensus approved for the Wednesday, June 14th.**
9. **Adjournment @ 8:05PM.**

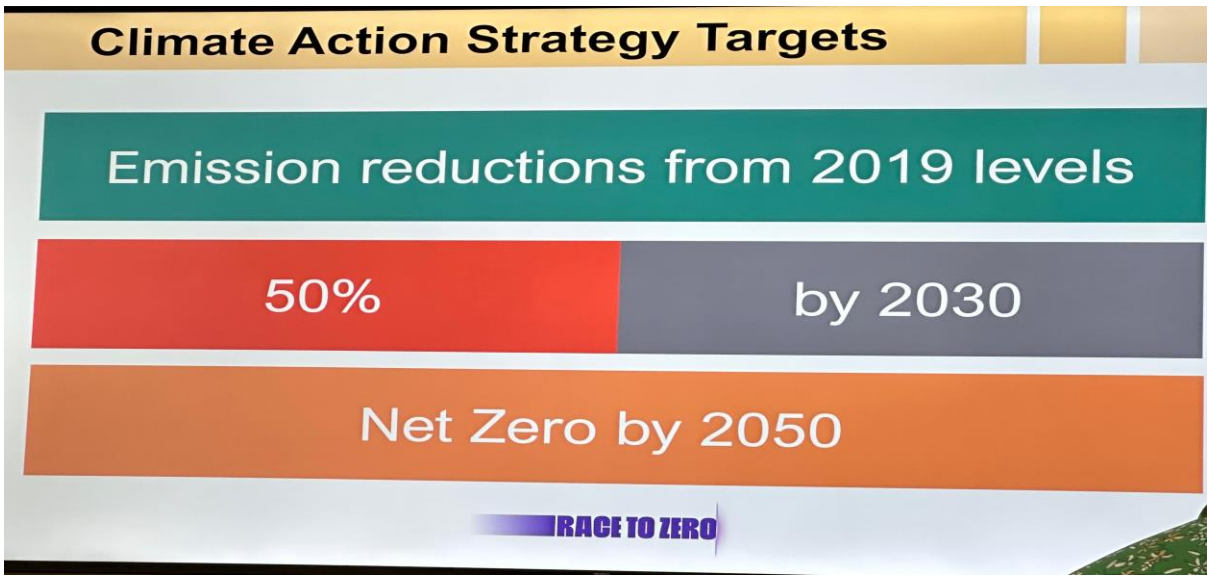
*Written & Prepared by Resiliency Committee Secretary L. Changkachith*

**Exhibit A.**
The following are images of the Miami-Dade County Office of Resilience presentation slides as presented by Karina Castillo and James Murley.




MIAMI-DADE BACK BAY CSRM FEASIBILITY STUDY:
PAST TO PRESENT
17
Study Purpose: To reduce coastal storm risk through the implementation of coastal storm risk management (CSRM) measures designed to reduce potential damage caused by coastal storms, including preventing loss of human life. This study is a response to the study authority (Public Law 84-71, June 15, 1955) and will develop and evaluate CSRM measures for Miami-Dade County.
Approval for Additional Time and Funding
We are here
Original Feasibility Study 2018 - 2021
Alternative Development Part 1: 2022 - 2023
Feasibility Study Part 2: 2023 - 2027
Draft Report JUN 2020
Recommended Plan 2021
Go / No Go AUG 2023
Draft Report
Recommended Plan Final Report


Climate Action Strategy Targets
Emission reductions from 2019 levels
50%
by 2030
Net Zero by 2050
RACE TO ZERO


MIAMI-DADE CLIMATE ACTION STRATEGY
15%
61%
4%
40%
41%
55%
31%
45%
7%
Communitywide Sources of Emissions
Buildings and Energy 41%
Electricity 61%
Other Fuels 31%
Natural Gas 7%
Transportation and Land Use 55%
Air Travel 45%
Ground - Gasoline 40%
Ground - Diesel 15%
Water and Waste 4%
Landfilled Waste 53%
Wastewater Energy 25%
Incinerated Waste 12%
Other 10%
Miami-Dade Climate Action Strategy


We Now Know That What Happens On The Land Ends Up In Our Bay!
Stormwater Run-off
Fertilizers & Pesticides
Septic Systems
Aging Sewer Pipes
Dirty Canals
Plastic Pollution
Construction Debris
Extreme Heat/Climate Change
We needed coordination and collaboration with all levels of government and the general public.


Heat Season Campaign
May 1 – Oct 31
Water. Shade. Rest.
miamidade.gov/heat
HEAT CHECK:
DRINK WATER
FIND SHADE
REST
IT'S BRIGHTER TO BE IN THE SHADE.
MIAMI-DADE COUNTY
305
Miami Herald
Weather Service lowers heat warning threshholds for Dade

**AGENDA ITEM NO. 9.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE I; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on June 5, 2023-Regular Council Meeting)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ord-Building Permit Exemptions and Zoning Permits-PF

Attachment A-Building Permit Exemptions

# ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE I; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.** *(Sponsored by Councilperson Patrick Fiore)*

**WHEREAS**, the Village Council has identified "accessible, efficient and transparent government energized by engaged and informed residents" as a focus area; and

**WHEREAS**, the Village Council continuously reviews it's services to residents and business owners; and

**WHEREAS,** the Village Council desires to identify certain activities that are exempt from building permits per the Florida Building Code; and

**WHEREAS,** the Village Council desires to create to a Zoning Permit process for certain activities that require zoning review but do not require a building permit; and

**WHEREAS,** it is the intent of these actions to reduce costs and time for residents and business owners.

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

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

**Section 2.** Amending Chapter 5 "Building and Building Regulations" Article I "In General" is hereby amended to read as follows:

(Additional text is shown as underlined; deleted text is shown as ~~strikethrough~~)

**Sec. 5-1. - Building Permit Exemptions.**

The Village shall implement building permit exemptions at the discretion of the Building Official consistent with the Florida Building Code.

**Sec. 5-2. – Zoning Permits.**

The Village shall require Zoning Permits for certain improvements that do not require a building permit. The list of items requiring a Zoning Permit shall be maintained by the Planning and Zoning Division.

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

**Section 4. Codification.** It is the intent of the Village Council and is hereby ordained that 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 numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment.

**PASSED ON FIRST READING** this 5th day of June, 2023.

**PASSED AND ADOPTED ON SECOND READING** this _____ day of _____, 2023.

Attest: _____ _____

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

# Village of Palmetto Bay
# Building Permit Exemptions

Please note that the exemptions listed in this section for the Village of Palmetto Bay are from Florida Building Code permit requirements only, unless otherwise noted. Other State, County, and Village regulatory departments and agencies may require approvals or permits. Work exempted from the Florida Building Code may require other permitting agencies, your homeowners association, and must follow all zoning setbacks/locations. (The following sections are described in detail below)


I. Buildings and Structures
II. Items Not Regulated by the Florida Building Code
III. Single-Family Residences, Duplexes, Townhouses, and Condominiums
IV. Minor Repairs - Residential and Commercial Properties
V. Satellite Antennas


## I. Buildings and Structures

A. Under Section 553.73(10) of the Florida Statutes, the following buildings and structures are exempt from compliance with the Florida Building Code:

a) Buildings and structures specifically regulated and preempted by the federal government.

b) Temporary buildings or sheds used exclusively for construction purposes. (Requires Zoning Permit)

c) Mobile or modular structures used as temporary offices, except that the provisions of Part II relating to accessibility by persons with disabilities shall apply to such mobile or modular structures.

d)Electric utilities' structures or facilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission or distribution of electricity.

e) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

f) Chickees constructed by the Miccosukee Tribe of Indians or the Seminole Tribe of Florida. The term "chickee" means an open-sided wooden hut that has a thatched roof or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features. (Requires Zoning Permit) *Note that Seminole or Miccosukee member will need to provide proof of tribal card and hold a chickee license issued by Miami-Dade County, or be a corporate officer of a general contractor.*

PROPOSED

g) Miami-Dade County School Board facilities and State Universities on State-owned property.

h) Buildings and structures on private property preempted by Federal, State or County statute.

i) Poles, masts and towers for supporting antenna used in the operation of amateur radio stations licensed by the FCC provided that:

1. when they are attached to a supporting structure, the pole, mast or tower is 20 feet or less above the roof of the supporting structure to which it is attached; or,

2. when they stand on natural ground, the pole, mast or tower is 35 feet or less in total height.

B. Under Section 105.2 of the Florida Building Code, Building permits are not required for the following: This exemption only removes the requirement for a Building permit. All work must be performed in accordance with Building Code standards of construction. (The Village suggests that residents always use licensed contractors experienced in the type of work be completed.)

Gas:

1) Portable heating appliances.

2) Replacement of any minor part that does not alter approval of the equipment, warranty or make such equipment unsafe.

Mechanical:

1) Portable heating appliance.

2) Portable ventilation equipment.

3) Portable cooling unit.

4) Steam, hot or chilled water piping within any heating or cooling equipment regulated by the Florida Building Code.

5) Replacement of any part which does not alter its approval, warranty or make it unsafe.

6) Portable evaporative cooler.

7) Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8) The installation, replacement, removal or metering of any load management control device.

PROPOSED

Plumbing:

1) The stopping of leaks in drains, water, soil, waste or vent pipes provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2) The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

II. Items Not Regulated by the Florida Building Code

The following construction improvements are not regulated under the Florida Building Code. (However, other regulating agencies may require a permit or approval.)

a) Surfacing of floors or slabs with carpet, tile, brick, wood or Chattahoochee stone finish. (Note: Flooring in multi-family uses may require sound proofing between units.)

b) Kitchen cabinets, vanities or paneling replacement inside residential units using the same configuration. Any associated plumbing, ventilation and electrical work will require a building permit if relocated, reconfigured and or altered.

c) Playground equipment for single-family residential use (swings, slides, monkey bars, basketball hoops, above-ground trampolines or similar.). Any electrical or mechanical service to such playground equipment requires a building permit. *Note all equipment and structures shall meet zoning setbacks.*

d) Residential decorative reflective pools and/or fishponds less than 24 inches deep or less than 250 sq. ft. in area and less than 2,250 gallons in volume. (Requires Zoning Permit)

e) Excavation of swales and drainage holding areas above the water table and in compliance with County DERM regulations.

f) Nonhabitable and nonstructural ironwork for decorative purposes only. (Note: security bars, doors and railings requires a building permit).

g) Interior or exterior walls, trim, sign, mural (or similar) painting (water proofing and roof coatings requires a building permit).

h) Single-family paving and drainage. (Requires Zoning Permit)

i) Resurfacing, re-striping or seal coating of an existing parking lot without any expansion or reconfiguration. (Requires Zoning Permit) If parking layout is expanded or reconfigured a building permit is required.

PROPOSED

III. Exemptions for Work in Single-family Residences, Duplexes, Townhouses and Condominium Dwelling Units

The following permit exemptions for single-family residences, duplexes, townhouses and condominium dwelling units have been established for unincorporated Miami-Dade County based upon Section 102.2.5 of the Florida Building Code. The total cost in the aggregate of all the below noted work performed by owner-builders or contractors in any 12-month period cannot exceed $5,000.00. The permit exemptions are as follows:

A. Mechanical

1. Replacement of window air conditioning unit.
2. Installation of ductless range hoods.

B. Building

1. Replacement or repair of canvas or cloth covered awnings (New installation requires Zoning Permit).
2. Installation or repair of rain gutters and downspouts. (Must retain water onsite)
3. Enclosure of existing covered patios/balconies/porches with open air insect screening.
4. Installation or repair of chain-link or other open fences that do not have wind resistance other than those intended to satisfy swimming pool barrier requirements (Requires Zoning Permit). (Fences with concrete columns, mechanical gates, or lighting require a building permit)
5. Installation or repair of concrete slabs outside of the building (other than screened patios and pool slabs); items such as, but not limited to, open patios, walkways, garbage containers (Requires Zoning Permit).
6. Removal of storage sheds which do not have electrical and/or plumbing work associated with such removal.
7. Wood decks 18 inches or less above ground do not require a permit (Requires Zoning Permit).
8. Resurfacing of an existing pool interior surface not affecting any electrical connections, stairs, drains, skimmers, structural or safety.
9. Any enclosure or protection of exterior water heater tank(s) used solely for the purpose of housing or protecting the tank(s).

C. Electrical*

1. Repair work performed by licensed electrical contractors that does not exceed $500.00 in value inclusive of all materials and labor.
2. Repair or replacement of electrical wall switches and wall outlet devices (receptacles) 20 amps and 120 volts or less regardless of value.
3. Low-voltage electrical systems in single-family residences, duplexes and townhouses (excludes condos).

PROPOSED

* All repairs or replacement of electrical equipment on existing swimming pools will require an electrical permit.

IV. Exemptions for Minor Repairs on Residential and Commercial Properties

The following permit exemptions for minor repairs have been established under Section 105.2.2 of the Florida Building Code:

A. Electrical*

1. Repair or replacement of electric water heaters 4,500 watts or less. *Note: If the wattage of the new water heater to be installed is greater than the wattage of the water heater to be replaced, then a permit is required for this work.*

2. Change out of air conditioning equipment provided it is of the same electrical, cooling/heating capacity/amperage, tonage. (Mechanical permit required for air conditioning equipment change out)

3. Repair or replacement of the following low voltage (under 98 volts) devices:
    a. Telephone
    b. Television
    c. Data Cable
    d. Central Vacuum
    e. Burglar Alarm
    f. Intercom System
4. Repair or replacement of electric wiring to pumps or motors less than 1 horsepower.
5. Repair or replacement of time clocks.

* All repairs or replacement of electrical equipment on existing swimming pools will require an electrical permit.

B. Plumbing

1. Repair work performed by licensed plumbing contractors that does not exceed $500.00 in total value of materials and labor.
2. The following work is also exempt from permit requirements regardless of the value of materials and labor when performed by a licensed plumbing contractor:

PROPOSED

a. Repair or replacement of gas appliances, other than water heater, by licensed plumbing contractors.

b. Replacement of an above ground LP tank with exact same change out (size, volume, location, structural stand).

c. Repair lawn irrigation system.

d. Repair/replacement of faucets, sinks, water closet/bidet/urinal fixtures, lavatory/drinking fountain, garbage disposal.

e. Repair/replacement of residential pool equipment other than a pool heater with the exact change out.

f. Repair/replacement of shut off valve on a domestic water line.

g. Repair/replacement of residential dishwasher in the same location. (No new or altered plumbing location.)

h. Repair/replacement of electric water heater up to 50-gallon capacity by licensed plumbing contractors.

C. Mechanical

1. Repair work performed by licensed mechanical contractors that does not exceed $500 in total value of materials and labor.

2. The following work is also exempt from permit requirements regardless of the value of materials and labor when performed by a licensed mechanical contractor:

a. Repair of air conditioning duct.

b. Repair or replacement of coil, compressor or refrigerant piping by licensed air conditioning or mechanical contractor.

c. Repair or replacement of non-combustion heating by licensed air conditioning or mechanical contractors.

d. Repair or replacement ventilation fans.

D. Building

1. Repair work performed by licensed building contractors that is not structural in nature and does not change the occupancy, does not affect life safety and the value of which does not exceed $500.00 in total labor and materials.
2. The replacement or repair of any roof covering performed by a licensed roofing contractor not exceeding $2,000.00 in total value of materials and labor and work not exceeding two roofing squares in extent.
3. Repair or exact replacement of interior doors do not require a permit unless if used for life safety purposes.

PROPOSED

4. Repair or replacement of exterior single and double door slabs. *Note: Door together with door frame replacement requires a permit.*
5. Repair or replacement of window glass panes. *Note: Window assembly replacement requires a permit.*
   6. Cement plaster (stucco) resurfacing of existing masonry and concrete walls not involving any structural work regardless of value for single-family, duplex and townhouse or less than$2,000.00 in total value of materials and labor for all other uses. All other work will require a permit including but not limited to Exterior Insulation Foam System (EIFS), siding or applications over metal or wire lath.

V. Satellite Antennas

Pursuant to federal law, a permit is not required for the installation or repair of satellite antennas that are one meter (approximately 39 inches) or less in diameter which are located on commercial or industrial properties. For residential properties, the installation or repair of satellite antennas attached to primary structures which are one meter (approximately 39 inches) or less in diameter are exempt from permit requirements*. Note: that permit exemption does not exclude dishes from being safely installed.*

PROPOSED

# Village of Palmetto Bay
# Zoning Permits

The following improvements may qualify for a Building Permit exemption; however, they still require a Zoning Permit. Zoning Permit applications are accepted by the Building Division. Only Zoning Review fees apply.

1. Chickees by Miccosukee or Seminole
2. Decorative garden-type fountains
3. Flat wall sign not to exceed 40 square feet in area and a building height of 30 feet, with Village-approved detail only.
4. Floating docks
5. Painted wall sign
6. Portable storage units for on-site storage at single-family residential properties.
7. Residential chain link fence (fences with concrete columns require a building permit).
8. Residential decorative ponds
9. Residential picket, iron, other fences non-wind resistant (fences with concrete columns require a building permit).
10. Resurfacing of driveways and sealing, stripe painting of existing parking lots with no change to configuration.
11. Temporary buildings used for construction, trailer or modular.

PROPOSED

**AGENDA ITEM NO. 9.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Finance |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on June 5, 2023 – Regular Council Meeting)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo--Budget Amend_FY22-23
Ordinance-Budget Amend_FY22-23
Exhibit A-Staffing Summary-Budget Amend_FY22-23

To: Honorable Mayor and Village Council

Date: June 5, 2023

From: Nick Marano, Village Manager

Re: Budget Amendment – FY 2022-2023

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**
The Adopted Budget for Fiscal Year 2022-2023 incorporates the Staffing Summary, summarizing all positions within the Village. At this mid-point of the budget year, administration finds that it is necessary to make certain personnel changes to better meet the needs of Village operations. The attached amended Staffing Summary reflects and details the proposed personnel changes and updates.

**BUDGET AND FISCAL IMPACT:**
None; the proposed changes will not have an impact on the approved funding levels.

**RECOMMENDATION:**
Approval is recommended.

**Attachments:**

A. Exhibit A – Position Summary

**ORDINANCE NO. 2023-___**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS,** the Village Council adopted Ordinance 2022-10, which approved and adopted the Village's Operating and Capital Budget for Fiscal Year (FY) 2022-2023; and,

**WHEREAS,** the adopted Operating and Capital Budget for FY 2022-2023 incorporates the Staffing Summary, which shows all the positions approved by the Council, and the departments to which such positions correspond; and,

**WHEREAS**, the Village desires to adjust the current organizational structure, transfer certain operational functions between departments in an effort to improve efficiencies, and include other positions which are necessary to maintain a high level of service; and,

**WHEREAS**, the proposed personnel changes will not impact the funding levels approved by the Village Council in the Adopted Budget for FY 2022-2023; and,

**WHEREAS,** the Mayor and Village Council of the Village of Palmetto Bay desire to amend the budget and adopt the amended Staffing Summary for FY 2022-23, as set forth in the attached Exhibit "A", based upon the review and analysis of the Finance Director and based upon the recommendation of the Village Manager.


Additions shown by underlining and deletions shown by ~~overstriking~~.

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

**Section 1. Recitals.** The recitals are true and correct and are incorporated herein by this reference.

**Section 2. Budget Amendment.** The Village Council authorizes and approves the amendment of Ordinance Number 2022-10, which adopted the Village's Capital and Operating Budget for Fiscal Year 2022-2023. The budget adopted by Ordinance Number 2022-10 is hereby amended to authorize the changes in personnel, as further detailed on the amended Staffing Summary, attached hereto as Exhibit A.

**Section 3. Authorization of Village Manager.** The Village Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this Ordinance.

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

**Section 5. Effective Date.** This ordinance shall take effect immediately upon adoption on second reading.

**PASSED AND ADOPTED ON SECOND READING** this ____ day of _____, 2023.

Attest: _____ _____

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

| POSITION SUMMARY | | FY 19-20 Final | | FY 20-21 Final | | FY 21-22 Final | | FY 22-23 Adopted | | FY 22-23 Adopted | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **VILLAGE POSITIONS** | | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** |
| **Village Council** | Mayor & Council | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 | 5.0 | 0.0 |
| | **Total Council Positions** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** |
| **Departments** | Office of the Village Manager | 0.0 | 6.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 |
| | Office of the Village Attorney | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Office of the Village Clerk | 0.0 | 3.0 | 0.0 | 3.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 |
| | *Finance Department* | *0.0* | *7.0* | *0.0* | *7.0* | *1.0* | *6.0* | *0.0* | *6.5* | *1.0* | *6.0* |
| | Human Resources & Communications | 1.0 | 4.0 | 1.0 | 4.0 | 1.0 | 6.0 | 1.0 | 6.0 | 1.0 | 6.0 |
| | Parks & Recreation | 23.0 | 8.0 | 25.0 | 11.0 | 19.0 | 16.0 | 19.0 | 16.0 | 19.0 | 16.0 |
| | Community & Economic Development | 0.0 | 16.0 | 0.0 | 15.0 | 0.0 | 17.0 | 0.0 | 17.0 | 0.0 | 17.0 |
| | *Public Services* | *6.0* | *21.0* | *0.0* | *14.0* | *0.0* | *16.0* | *0.0* | *16.5* | *0.0* | *17.0* |
| | **Total Village Positions** | **30.0** | **66.0** | **26.0** | **59.0** | **21.0** | **70.0** | **20.0** | **71.0** | **21.0** | **71.0** |
| **CONTRACTUAL POSITIONS** | | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** |
| **Departments** | Office of the Village Attorney | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Community & Economic Development | 6.0 | 0.0 | 6.0 | 1.0 | 7.0 | 0.0 | 7.0 | 0.0 | 7.0 | 0.0 |
| | Palmetto Bay Policing Unit | 0.0 | 46.0 | 0.0 | 46.0 | 0.0 | 48.0 | 0.0 | 49.0 | 0.0 | 49.0 |
| | **Total Contractual Positions** | **6.0** | **46.0** | **6.0** | **47.0** | **7.0** | **48.0** | **7.0** | **49.0** | **7.0** | **49.0** |
| **SUMMARY** | | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** |
| | **Total Council Positions** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** | **5.0** | **0.0** |
| | **Total Village Positions** | **30.0** | **66.0** | **26.0** | **59.0** | **21.0** | **70.0** | **20.0** | **71.0** | **21.0** | **71.0** |
| | **Total Contractual Positions** | **6.0** | **46.0** | **6.0** | **47.0** | **7.0** | **48.0** | **7.0** | **49.0** | **7.0** | **49.0** |

| VILLAGE POSITION DETAIL | FY 19-20 Final | | FY 20-21 Final | | FY 21-22 Adopted | | FY 22-23 Adopted | | FY 22-23 Amended | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Finance Department** | PT | FT | PT | FT | PT | FT | PT | FT | PT | FT |
| Finance Director | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Sr. Accountant | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| IT Manager | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| IT Technician | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Accountant | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Cashier | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| Accounting & Alarm Clerk | 0.0 | 1.0 | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 |
| Administrative Clerk | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Account Clerk* | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.5 | 0.0 | 0.0 |
| **Total Positions** | **0.0** | **7.0** | **0.0** | **7.0** | **1.0** | **6.0** | **0.0** | **6.5** | **1.0** | **6.0** |

**Previously shared 50% with PS*

| VILLAGE POSITION DETAIL | | FY 19-20 Final | | FY 20-21 Final | | FY 21-22 Adopted | | FY 22-23 Adopted | | FY 22-23 Amended | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Dept. of Public Services** | | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** | **PT** | **FT** |
| **Public Works** | Public Services Director | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Administrative Assistant | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Office Manager | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Administrative Aide | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 |
| | Field Operations Supervisor | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Grounds Maintenance Worker | 4.0 | 3.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 | 0.0 | 4.0 |
| | Tree Maintenance Worker | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 |
| | Bus Operator | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 | 0.0 | 2.0 |
| | Truck Operator | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Account Clerk* | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.5 | 0.0 | 0.0 |
| | **Total Public Works Positions** | **4.0** | **10.0** | **0.0** | **10.0** | **0.0** | **12.0** | **0.0** | **12.5** | **0.0** | **13.0** |
| **Facilities Maint.** | Facilities Maint. Superintendent | 0.0 | 1.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Facilities Maint. Worker I | 1.0 | 2.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Facilities Maint. Worker II | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Maintenance & Repair Supervisor | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Maintenance & Repair Technician | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | Maintenance Technician | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 | 0.0 | 1.0 |
| | Maintenance Worker | 1.0 | 5.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| | **Total Facilities Maint. Positions** | **2.0** | **11.0** | **0.0** | **4.0** | **0.0** | **4.0** | **0.0** | **4.0** | **0.0** | **4.0** |
| | **Total Public Services Positions** | **6.0** | **21.0** | **0.0** | **14.0** | **0.0** | **16.0** | **0.0** | **16.5** | **0.0** | **17.0** |

**Sharing 50% with Finance*

**AGENDA ITEM NO. 10.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Council |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Continued from Regular Council Meeting – June 5, 2023)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ordinance-Tree Memorial-MM

# ORDINANCE 2023-___

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.** *(Sponsored by Councilmember Marsha Matson)*

**WHEREAS**, the purpose of the Tree Memorial Program is for the Village, individuals, families, or organizations to commemorate a special event, celebrate an individual's achievement, or honor a loved one by planting a memorial tree identified by a permanent plaque at its base;

**WHEREAS**, when the Village plants a tree to honor a person or event, or a private individual donates a tree, the purpose of the honor is often lost to posterity if the tree is not marked by a plaque signifying the importance of the occasion;

**WHEREAS**, the Village and the Village of Palmetto Tree Advisory Board plans twenty-five (25) or more years into the future for tree planting recommendations;

**WHEREAS**, The Village Parks Department has without an identifying plaque planted a memorial tree each year since 2017 for Southwood Middle School Earth Day Art Contest and a memorial tree each year since 2018 for the Mayor's Environmentalist of the Year in Village parks;

**WHEREAS**, since 2020, a religious organization purchased and planted trees at a Village Park with its own marker, families donated two (2) trees in honor of loved ones without plaques, and the Village honored one (1) person with a tree and bronze plaque;

**WHEREAS**, the Village finds a need to create a uniform program for memorial tree planting with a permanent plaque which informs and inspires future generations about the honored individuals, loved ones, and special occasions.

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

**Section 1. The above recitals are incorporated as if set forth in full.**

**Section 2.** Section 20, Article II styled "Rules and Regulations" ~~the Code of the Village Ordinances of Palmetto Bay~~ is hereby amended by the addition of Subsection 20-92 as follows;

**Section 3.** Sub-section 20-92:

a) The Village of Palmetto Bay shall establish the Memorial Tree Program to be administered by the Village Parks Department with the advice of the Village of Palmetto Bay Tree Advisory Board. The purpose of the Memorial Tree Program is to allow the Village, families, or organizations to honor individuals, loved ones, or special occasions by planting a memorial tree accompanied by a permanent plaque to preserve its significance for posterity.

b) The Village shall determine the individuals or special occasions honored by the Village in the Memorial Tree Program. The Program includes the tree, the plaque, year-round tree and plaque maintenance, and guaranteed twenty-five (25) year survival of the tree. For non-Village entities such as individuals, families, and organizations, a reasonable donation or fee shall be set to cover the cost by the Village which includes the tree, the plaque, year-round tree and plaque maintenance, and guaranteed twenty-five (25) year survival of the tree.

**(i)** The memorial tree shall be located on Village-owned property, in a Village park, or at a suitable location determined by the Village. The Village reserves the right to place the memorial tree at a location best suited for the memorial tree. The memorial tree shall be chosen from a list of Village-approved trees and planted in the optimal season.

**(ii)** Plaques shall be made of a metal, such as bronze, or of granite, and made part of or affixed to concrete, rock, or other

permanent material. The plaque shall be placed at the base of the memorial tree for ease of viewing. The plaque's cost, size, design, appearance, number of lines, characters per line, and wording shall be determined by the Village, or by the Village in discussion with the donating entity if applicable.

**(iii)** Plaques as described in Section 6 shall be produced and installed at the base of the memorial trees previously planted by the Village. Plaques for trees previously planted and donated by non-Village entities shall be installed at the discretion of the Village.

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

**Section 5. Codification.** It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the 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 at Second Reading.

**PASSED ON FIRST READING** this 10th day of July, 2023**.**

**PASSED AND ADOPTED ON SECOND READING** this ____ day of _____, 2023.

Attest: _____ _____

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**AGENDA ITEM NO. 10.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Administration)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-P&Z Fee Amendments
Ordinance-Amending_Appendix_A_P&Z Fees
Attachment A - 2023_Zoning_Application_Fee_Schedule
Attachment B - Fee_Comparison_Chart

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Planning and Zoning Fees Amendment

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**
Appendix A of the Code of Ordinances includes fees for Planning and Zoning applications. These are typically public hearing items but include some administrative reviews. These fees are separate from building permit fees.

The existing Planning and Zoning Fee Schedule dates to incorporation and has not been properly updated. In fact, it refers to applications of the Miami-Dade County Code, references application types that are not correlated to the Village's Zoning Code, and references County zoning district designations as opposed to Village zoning district designations. These inaccurate terms lead to confusion among applicants and staff.

Staff conducted a study of six similar municipalities to review fee schedule structure and fees. These municipalities include Cutler Bay, Homestead, Miami Springs, Miami Shores, Pinecrest, and South Miami. The final fee structure for the Village is streamlined to reflect the applications in the Village's Zoning Code and accounts for staff time reviewing applications. The proposed ordinance also creates a fee for special events and special event banners, adjusted public notice mailing fees, and establishes a fee for short term rental annual inspections. All of these services require staff time and Village resources.

Of important note, on March 7, 2022, the Village Council passed Ordinance 2022-02 which reduced fees for single-family home variance applications by 25%. The new schedule incorporates this reduction so that the fee is transparent. Furthermore, the proposed ordinance does not make any changes to existing impact fees or the landscape mitigation fee. The amended fee schedule removes references to the Village Centralized

Parking Trust Fund that was removed with the changing of the DUV zoning district to the Downtown zoning district.

**FISCAL IMPACT:**
The amended fee schedule will allow the Village to properly assess development projects for resources provided by the Village.

**RECOMMENDATION:**
The Village Manger recommends the Village Council approve the proposed ordinance.

# ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village Council has identified "accessible, efficient and transparent government energized by engaged and informed residents" as a focus area; and

**WHEREAS**, the Village Council continuously reviews it's services to residents and business owners; and

**WHEREAS,** the Village Council desires to update the Planning and Zoning Fee Schedule found in Appendix A of the Code of Ordinances to be more aligned with the Village Code and user-friendly; and;

**WHEREAS,** the current schedule of fees for zoning hearing applications and site plan review has not been comprehensively reviewed by the Village Council since inclusion in the Code in 2007;

**WHEREAS,** the Community and Economic Development Department staff conducted a study of comparable fees to align the Village's service; and

**WHEREAS,** the amended Planning and Zoning Fee Schedule maintains the reduction of single-family home variance applications that was established by Ordinance 2022-02 by incorporating the reduced fee into the schedule.

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

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

**Section 2.** Appendix A "Planning and Zoning Fees" of the Code of Ordinances is hereby amended to read as follows:

(Additional text is shown as underlined; deleted text is shown as ~~strikethrough)~~

APPENDIX A - FEE SCHEDULE

***

## PLANNING AND ZONING FEE SCHEDULE

~~Fee schedule for all planning, zoning and public hearing applications of the Miami-Dade County Code as adopted by the Village of Palmetto Bay.~~

~~(A) The fee schedule for all planning, zoning and public hearing development order applications pursuant to Chapter 33 of the Miami-Dade County Code, and pursuant to Section 163.3184, Florida Statutes and 166.041, Florida Statutes (comprehensive plan amendment process) submitted directly to the Village of Palmetto Bay shall be in accordance with the fee schedule provided for in attached Exhibit 1, which exhibit is incorporated by reference into this ordinance.~~

~~(B) The fee schedule for all planning, zoning and public hearings pursuant to Village Ordinance 30.1 and 30.2 of the Village's Code, and all fees shall be submitted directly to the Village of Palmetto Bay in accordance with the fee schedule provided for in attached Exhibit 1.~~

~~(C) All checks shall be made payable to the "Village of Palmetto Bay."~~

~~(D) All fee schedules established by Miami-Dade County for the building department and all other fees other than those described herein, shall remain in effect in the village until specifically repealed.~~

~~I. *Comprehensive plan.*~~

A. *Written interpretation of comprehensive plan provisions relative to a specific location:*

| Size of Parcel of Proposed Development (gross acres) | Fee |
|---|---|
| Under 1.0 acre | 114.00 |
| 1.0 acre—5.0 acres | 228.00 |
| 5.1 acres—20.0 acres | 342.00 |
| 20.1 acres and over | 570.00 |

B. *Written interpretation of adopted components' goals, objectives and other text not related to a specific location:*

| | Fee |
|---|---|
| Each issue/question not related to Level of Service (LOS) Standards | 114.00 |
| Each issue/question related to LOS Standards | 171.00 |

C. *Applications to amend the comprehensive plan:*

1. *Land use map (LUM).*

| Size of Area (gross acres) | Fee |
|---|---|
| Up to 5.0 | 11,400.00 |
| 5.1—10.0 | 21,660.00 |
| 10.1—20.0 | 42,750.00 |
| 20.1—40.0 | 64,410.00 |
| 40.1—80.0 | 85,500.00 |
| 80.1—160.0 | 102,600.00 |
| 160.1—320.0 | 119,700.00 |
| 320.1—480.0 | 136,800.00 |
| 480.1—640.0 | 153,900.00 |
| 640.1—800.0 | 171,000.00 |
| 800.1—960.0 | 188,100.00 |
| 960.1—1120.0 | 205,200.00 |
| 1120.1—1280.0 | 222,300.00 |

| | |
|---|---|
| 1280.1 and above 171/acre | |

2. *All elements fee.*

| | Fee |
|---|---|
| a. Each LOS standard addressing a goal, objective, policy, or map | 51,300.00 |
| b. Each non-LOS standard addressing a goal, objective or policy | 17,100.00 |
| c. Each monitoring measures items | 10,260.00 |
| d. Each capital improvement project line item | 17,100.00 |
| e. Each text or map change | 17,100.00 |

II. *Zoning applications.*

A. *Public hearings and administrative modifications.* Except as otherwise provided in B. through D. below, for every application for a zoning change or other zoning application, where a public hearing is required to be held and for every application where notices and advertisement are required, there shall be paid a minimum fee of $855.00 ($1,710.00 if the application is the result of a violation). The exact amount of each application fee is established by the addition of the following fees:

| Application | Fee |
|---|---|
| Zone change to AU/GU/RU-1/RU-2/EU/RU-1M(a)/RU-1M(b) | 1,140.00 |
| Zone change to RU-TH/MULTI-FAM/PAD | 1,710.00 |
| Zone change to RU-5/RU- | 2,280.00 |

| | |
|---|---|
| ~~5A/OPD~~ | |
| ~~Zone change to BU~~ | ~~3,420.00~~ |
| ~~Zone change to IU~~ | ~~2,850.00~~ |
| ~~Use variance-AU/GU/RU-1/RU-2/EU~~ | ~~1,710.00~~ |
| ~~Use variance-RU-TH/MULTI-FAM/PAD~~ | ~~2,850.00~~ |
| ~~Use variance-RU-5/RU-5A/OPD~~ | ~~3,990.00~~ |
| ~~Use variance-BU~~ | ~~3,990.00~~ |
| ~~Use variance-IU~~ | ~~3,420.00~~ |
| ~~Non-use variance; signs~~ | ~~1,710.00~~ |
| ~~Non-use variance or administrative site development option~~ | |
| ~~Residential/one lot~~ | ~~400.00~~ |
| ~~Commercial, industrial, office~~ | ~~1,140.00~~ |
| ~~Special exception~~ | ~~2,280.00~~ |
| ~~Modifications/deletions~~ | ~~1,140.00~~ |
| ~~Unusual use~~ | ~~2,280.00~~ |
| ~~If applicable, in addition for:~~ | |
| ~~Residential:~~ | ~~1,140.00~~ |
| ~~Size of property:~~ | ~~570.00 per 10 acres or portion thereof~~ |
| ~~Number of units:~~ | ~~285.00 per 15 units or portion thereof~~ |
| ~~Commercial:~~ | ~~1,710.00~~ |
| ~~Size of Property: 684.00 per 10 acres or portion thereof~~ | |
| ~~Size of building: 228.00 per 5,000 sq. ft. or portion thereof~~ | |

1

B. *Public hearing for private schools, religious facilities, ACLF's, nursing homes and convalescent homes.*

$2,280.00 ($2,850.00 if application is the result of a violation.)

C. *Public hearing for charter schools.*

Minimum fee of $1,500.00 plus:

Size of property: $570.00 per 10 acres or portion thereof.

Size of buildings: $228.00 per 5,000 sq.ft. or portion thereof.

$500.00 per revised plan submitted (first revision is processed at no charge).

D. *Public hearing for governmental facilities:* (If applicable) $1,425.00

E. *Revisions to public hearing plans.* Submittal of the first revised plan will be processed at no additional cost to the applicant. Subsequent revisions will be processed at an additional charge of $684.00 per revised plan and shall be paid in total at the time of submittal.

III. *Administrative adjustment applications.* Limited to new construction or an addition to an existing residence from setback, lot coverage, and building spacing requirement for single-family residential, duplex, townhouse and accessory residential uses located in RU and EU districts and for single-family residential and accessory residential uses in the AU or GU districts:

| **Application** | **Fee** |
|---|---|
| Carport (maximum 200 sq.ft.) | 313.50 |
| Utility shed (maximum 100 sq.ft.) | 313.50 |
| Fence/wall | 313.50 |
| Storage of boat/RV | 313.50 |
| Interior/exterior integration area | 313.50 |
| Setback adjustments for | 598.50 |

| | |
|---|---|
| ~~attached/detached structure(s)~~ | |
| ~~Any administrative adjustment involving tennis court, swimming pool or other recreational use~~ | ~~741.00~~ |
| ~~Any adjustment for the construction of a new residence~~ | ~~963.30~~ |
| ~~Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage~~ | ~~741.00~~ |

~~Only one fee shall be assessed; should an application involve two (2) or more adjustments of a different category, the greater shall apply.~~

~~IV. *Administrative site plan reviews (when no public hearing is required).*~~

~~A. Individual single-family, two family, or live/work unit$50.00~~

~~B. All other uses:~~

~~Minimum fee$1,500.00 plus~~
~~Per acre500.00 and~~
~~Per 10 units or portion thereof200.00 or~~
~~Per 5,000 sq. ft. or portion thereof200.00~~
~~Submittal of the first revised plan will be assessed at no additional cost. Subsequent revisions will be processed at an additional charge of $250.00 per revised plan.~~

~~C. Entrance feature applications570.00~~

~~First plan revision will be processed at no charge. Subsequent revisions will be processed at $250.00 each.~~

~~V. *Public art fee.*~~

~~One percent of total project valuation, excluding land acquisition and off-site improvement costs, on all non-residential developments,~~

~~remodeling, or additions and on residential developments, remodelings, or additions of two or more units valued over$250,000.00.~~

~~One percent of total project valuation, excluding land acquisition and off-site improvement costs, on single residential units valued over$750,000.00.~~

~~Fee shall be paid prior to the issuance of a final building permit or certificate of occupancy.~~

1: Zoning Application Fees

| Application Type | Fee |
|---|---|
| **ADMINISTRATIVE SITE PLAN REVIEW (ASPR)*** | |
| Individual single-family, two family, or live/work unit | $50 |
| All other uses | $1,500 plus:<br>$500 Per Acre<br>$200 per 10 residential units or portion thereof and/or<br>$200 per 5,000 square feet or portion thereof |
| **ADMINISTRATIVE REVIEW (NON-SPECIFIED)** | $500 |
| **AMENDMENT OR DELETION OF COVENANT PROVISO OF RESOLUTION** | $1,000 |
| **APPEALS OF ADMINISTRATIVE DECISION** | $1,000 |
| **COMPREHENSIVE PLAN TEXT AMENDMENT *** | $17,100 |
| **CONCURRENCY REVIEW** | 6% of Permit fee |
| **CONDITIONAL USE*** | $2,500 |
| **ESTABLISHMENT, EXPANSION OR MODIFICATION OF A CHARTER SCHOOL FACILITY (SECTION 30-120)*** | $1,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| **ESTABLISHMENT, EXPANSION, OR MODIFICATION OF RELIGIOUS FACILITIES, PRIVATE SCHOOLS,** | |

| | |
|---|---|
| **CHILD CARE FACILITIES, AND OTHER NON-GOVERNMENTAL PUBLIC ASSEMBLY USE (SECTION 30-110)*** | |
| Child Care Facilities and Other Non-Governmental Public Assembly Use | $1,500 |
| Private School | $1,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| Religious Facilities and Non-profits | $500 |
| **EXTENSION OF SITE PLAN APPROVAL** | $250 |
| **FUTURE LAND USE MAP AMENDMENT*** | $17,100 plus $10,000 per 5 acres or portion thereof above 5 acres. |
| **OUTSIDE CONSULTANT-TRAFFIC, ETC.** | Reimburse for cost |
| **PLAT AND SUBDIVISION*** | |
| Tentative Plat | $1,500 |
| Final Plat | $500 |
| **PLANNED AREA DEVELOPMENT (PAD) SITE PLAN*** | $5,000 |
| **PUBLIC HEARING (NON-SPECIFIED)** | $1,000 |
| **SHORT-TERM RENTAL REGISTRATION** | $500 |
| **SHORT-TERM RENTAL RENEWAL** | $500 (Renewal)<br>$250 (Annual Inspection) |
| **SITE PLAN (PUBLIC HEARING)*** | |
| Residential | $1,500 plus<br>$500 per acre or portion thereof and<br>$250 per 10 units or portion thereof |
| Commercial | $2,500 plus<br>$750 per acre or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |

| | |
|---|---|
| Mixed-Use | $2,500 plus:<br>$750 per acre or portion thereof and<br>$250 per 10 units or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| **SPECIAL EVENTS PERMITS** | $75 per event |
| **SPECIAL EVENTS TEMPORARY BANNER PERMIT** | $75 per banner |
| **TRANSFER OF DEVELOPMENT RIGHTS*** | $2,500 |
| **VARIANCE (ADMINISTRATIVE)*** | |
| Construction of a single-family home | $722 |
| Lot area, lot frontage, lot coverage (Single-family home) | $555 |
| All other residential administrative variances, including setbacks | $235 |
| All variance requests a result of a code violation | Double Fee |
| Commercial | $1,000 |
| **VARIANCE (PUBLIC HEARING)*** | |
| Residential (Single-Family) | $300 |
| Lot area, lot frontage, lot coverage | $2,500 |
| Multi-family/Commercial/Mixed-Use | $3,990 |
| Signage Variance | $1,710 |
| Flood Regulations per Section 30-100.6 | $2,500 |
| **ZONING CODE AMENDMENT*** | $17,100 |
| **ZONING LETTER** | $150 |
| **ZONING MAP AMENDMENT*** | |
| To Residential (Single-Family) | $3,500 |
| To Multi-Family | $5,000 |
| To Commercial or Office | $5,000 |

| | |
|---|---|
| To Mixed-Use | $7,500 |
| | |
| * Fee to be paid for each Public Hearing or modification to plan resulting in a new review upon determination by the Director | |

~~VI~~ 2. *Landscape mitigation fee.*

Fees paid into a dedicated municipal off-site landscape mitigation program for the purposes of furthering tree maintenance and tree replacement in lieu of developer/ landowner planting landscape on site.

| Type of Landscaping | Fee |
|---|---|
| Tree (per tree) | $200.00 (per tree) |
| Bush/Shrub (per plant) | $9.00 (per shrub/bush) |
| Miscellaneous Goods | 10% of total plant/tree fee imposed |
| Administrative | 10% of total plant/tree fee imposed |

~~VII~~ 3. *General information.*

A. *Application fees.* All applications fees shall be paid in total, at the time of filing of an application, and no fee shall be credited or refunded except when adjustment is warranted or deemed necessary due to departmental error. A refund of 50 percent of an original application fee may be refunded upon the withdrawal of an application when the written request for withdrawal is received within 30 days of the date of application.

B. *Mailing fees; notices.* In addition to the zoning fees set forth herein, items requiring notice shall be assessed a fee of ~~$0.57~~ $0.50 cents per notice plus the actual cost of postage per notice ~~for each notice~~ required to be mailed within the specified radius of the property. These fees shall be assessed for every occasion on which notices are mailed.

C. Processing costs will be charged equal to actual staff time and related costs for matters which involve research,

including review of legal agreements. A minimum fee of ~~$85.00~~ $100.00 shall be charged.

D. *Preparation of special studies or reports.* For special studies or reports that are not prepared as part of the regular work program of the village and are found by the village to be necessary to prepare recommendations related to planning and zoning applications, the applicant shall pay the actual cost incurred for any such required professional services.

E. *Copies of records, verification of documents, and other processing.* The cost of public records shall be determined by the Village Clerk.

~~Plan reproduction from microfilm or document larger than 14 inches by 8½ inches per sheet $5.70~~
~~Reproduced records/per page0.15~~
~~Doubled sided copy/per page0.20~~
~~Certified copies not including photocopy charge/per page1.00~~
~~Official copy of certificate of use record10.00~~
~~Verification of legal description on documents prepared for recordation 10.00~~
~~Digital maps, scanned images/per map or image 5.70~~
~~Special map requests $60.00~~
~~Notary public service/per document $10.00~~
~~Ordering plans $5.70~~
~~Hearing tapes/each $3.00~~

F. *Readvertisement and renotification for deferred or remanded hearing applications.* For each and every zoning hearing application that is deferred or remanded at the request of the applicant to a date not yet advertised, a fee shall be paid based on the actual cost of readvertisement and renotification.

G. *Late payment charges on unpaid amounts.* Billing covered by contracts, agreements or other formal arrangements for services rendered by the department are due within 45 days from the date of the invoice. Full payment of the account balance must be received by the past due date set forth on the invoice. A monthly late payment charge will be

assessed on any outstanding balance at the rate of ten percent thereafter, until payment is received in full.

~~H. *Substantial compliance determination.*~~

~~$1,140.00 for residential.~~

~~$1,710.00 for commercial/industrial/office uses.~~

~~First plan revision will be processed at no charge, subsequent plan revisions will be assessed a fee of $684.00 each.~~

~~I. *Concurrency review.* A fee of six percent of the total permit fee, CU or zoning application fee, will be added to original fees where a concurrency review was performed.~~

~~Concurrency information letters:~~

~~Minor letter $100.00 (requiring routine to moderate research and analysis, standard preparation and processing time).~~

~~Major letter $200.00 (requiring extraordinary research and analysis, and/or special preparation and handling).~~

~~VIII~~ 4. *Downtown Palmetto Bay Fee Schedule.*

A. *Residential Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

B. *Commercial Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

*C. Landscaping Material Mitigation.*

| Description | Fee |
|---|---|

| | |
|---|---|
| Tree | $200.00 per tree |
| Bush/shrub | $ 9.00 per bush/shrub |
| Miscellaneous | 10% of total tree/bush/shrub fee |
| Administrative | 10% of total tree/bush/shrub fee |

~~D. *Village Centralized Parking Trust Fund.*~~

| ~~Description~~ | ~~Fee~~ |
|---|---|
| ~~Parking Space~~ | ~~$15,000 per space~~ |
| ~~Administrative~~ | ~~10% of total Parking Space fee~~ |

~~D. Beginning in February 2017, and in February of every year thereafter, the fees charged for the items specified in this section, VIII Franjo Activity Center Fee Schedule, shall be the stated fee in this section as automatically adjusted by the "Consumer Price Index — All Urban Consumers, not seasonally adjusted, Miami-Fort Lauderdale, Florida Metropolitan Region" Annual increase of the prior calendar year. In the case of a decrease, the fees will not change.~~

~~IX~~ 5. *Village-wide Fee Schedule.*

A. *Residential Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

B. *Commercial Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

***

**Section 3. Severability.** The provisions of this Ordinance are

declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** It is the intent of the Village Council and is hereby ordained that 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 numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment.

**PASSED ON FIRST READING** this 10th day of July, 2023.

**PASSED AND ADOPTED ON SECOND READING** this _____ day of _____, 2023.

Attest: _____ _____

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

# Planning and Zoning Applica?on Fees

*See Village of Palme?o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

| Application Type | Fee |
|---|---|
| **ADMINISTRATIVE SITE PLAN REVIEW (ASPR)*** | |
| Individual single-family, two family, or live/work unit | $50 |
| All other uses | $1,500 plus:<br>$500 Per Acre<br>$200 per 10 residential units or portion thereof and/or<br>$200 per 5,000 square feet or portion thereof |
| **ADMINISTRATIVE REVIEW (NON-SPECIFIED)** | $500 |
| **AMENDMENT OR DELETION OF COVENANT PROVISO OF RESOLUTION** | $1,000 |
| **APPEALS OF ADMINISTRATIVE DECISION** | $1,000 |
| **COMPREHENSIVE PLAN TEXT AMENDMENT *** | $17,100 |
| **CONCURRENCY REVIEW** | 6% of Permit fee |
| **CONDITIONAL USE*** | $2,500 |
| **ESTABLISHMENT, EXPANSION OR MODIFICATION OF A CHARTER SCHOOL FACILITY (SECTION 30-120)*** | $1,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| **ESTABLISHMENT, EXPANSION, OR MODIFICATION OF RELIGIOUS FACILITIES, PRIVATE SCHOOLS, CHILD CARE FACILITIES, AND OTHER NON-GOVERNMENTAL PUBLIC ASSEMBLY USE (SECTION 30-110)*** | |
| Child Care Facilities and Other Non-Governmental Public Assembly Use | $1,500 |
| Private School | $1,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| Religious Facilities and Non-profits | $500 |
| **EXTENSION OF SITE PLAN APPROVAL** | $250 |
| **FUTURE LAND USE MAP AMENDMENT*** | $17,100 plus $10,000 per 5 acres or portion thereof above 5 acres. |
| **OUTSIDE CONSULTANT- TRAFFIC, ETC.** | Reimburse for cost |
| **PLAT AND SUBDIVISION*** | |
| Tentative Plat | $1,500 |
| Final Plat | $500 |
| **PLANNED AREA DEVELOPMENT (PAD) SITE PLAN*** | $5,000 |
| **PUBLIC HEARING (NON-SPECIFIED)** | $1,000 |
| **SHORT-TERM RENTAL REGISTRATION** | $500 |
| **SHORT-TERM RENTAL RENEWAL** | $500 (Renewal)<br>$250 (Annual Inspection) |

PROPOSED

# Planning and Zoning Applica?on Fees

*See Village of Palme?o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

| Application Type | Fee |
|---|---|
| **SITE PLAN (PUBLIC HEARING)*** | |
| Residential | $1,500 plus<br>$500 per acre or portion thereof and<br>$250 per 10 units or portion thereof |
| Commercial | $2,500 plus<br>$750 per acre or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| Mixed-Use | $2,500 plus:<br>$750 per acre or portion thereof and<br>$250 per 10 units or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| **SPECIAL EVENTS PERMITS** | $75 per event |
| **SPECIAL EVENTS TEMPORARY BANNER PERMIT** | $75 per banner |
| **TRANSFER OF DEVELOPMENT RIGHTS*** | $2,500 |
| **VARIANCE (ADMINISTRATIVE)*** | |
| Construction of a single-family home | $722 |
| Lot area, lot frontage, lot coverage (Single-family home) | $555 |
| All other residential administrative variances, including setbacks | $235 |
| All variance requests a result of a code violation | Double Fee |
| Commercial | $1,000 |
| **VARIANCE (PUBLIC HEARING)*** | |
| Residential (Single-Family) | $300 |
| Lot area, lot frontage, lot coverage | $2,500 |
| Multi-family/Commercial/Mixed-Use | $3,990 |
| Signage Variance | $1,710 |
| Flood Regulations per Section 30-100.6 | $2,500 |
| **ZONING CODE AMENDMENT*** | $17,100 |
| **ZONING LETTER** | $150 |
| **ZONING MAP AMENDMENT*** | |
| To Residential (Single-Family) | $3,500 |
| To Multi-Family | $5,000 |
| To Commercial or Office | $5,000 |
| To Mixed-Use | $7,500 |
| Additional Fees may apply for mailings, readvertisement, or other items determined by the Director of Community and Economic Development. | |
| * Fee to be paid for each Public Hearing or modification to plan resulting in a new review upon determination by the Director | |

PROPOSED

# Planning and Zoning Applica? on Fees

*See Village of Palme? o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

PROPOSED

| Application Type | Existing Fee | New Working Fees | Cutler Bay | Homestead | Pinecrest | Miami Shores | Miami Springs | South Miami |
|---|---|---|---|---|---|---|---|---|
| **Administrative Site Plan Review (ASPR)*** | Individual single-family, two family, or live/work unit $50<br>All other uses minimum fee, plus: $1,500<br>Per acre ... and $500<br>Per 10 units or portion thereof ... or $200<br>Per 5,000 sq. ft. or portion thereof $200 | Individual single-family, two family, or live/work unit $50<br>All other uses minimum fee, plus: $1,500<br>Per acre ... and $500<br>Per 10 units or portion thereof ... or $200<br>Per 5,000 sq. ft. or portion thereof $200 | | $500 | | | | |
| **Amendment or deletion of covenant proviso of resolution** | N/A ($855 Public Hearing Fee) | $1,000 | | | $1,872 | | $500 | $500 |
| **Appeals of Administrative Decision** | N/A ($855 Public Hearing Fee) | $1,000 | $1,068.75 | | $728 | $1,000 | $100-$600 | |
| **Comprehensive Plan Text Amendment *** | $17,100 | $17,100 | $17,100 plus minimum fee of $1,068.75 | $3,000-$6,000 | $6,240 | $5,000 | $5,000 | $3,000 |
| **Concurrency Review** | 6% of the total permit fee, CU or zoning application fee | 6% of Permit fee | 6% of Permit fee | | | | | |
| **Conditional Use*** | N/A ($2,280 Special Exception) | $2,500 | $2,850 plus minimum fee of $1,068.75 | | $1,144-$3,120 | $1,500 | | |
| **Establishment, expansion or modification of a Charter School Facility (Section 30-120)*** | Charter Schools Minimum Fee $1,500 +<br>Size of Property (per 10 acres or portion thereof) $570<br>Size of Buildings (per 5,000 sq.ft. or portion thereof) $228 | Minimum Fee $1,500<br>and, Size of Property (per 10 acres or portion thereof) $570<br>and, Size of Buildings (per 5,000 sq.ft. or portion thereof) $228 | | | | | | |
| **Establishment, expansion, or modification of Religious Facilities, Private Schools, Child Care Facilities, and Other Non-Governmental Public Assembly Use (Section 30-110)*** | $2,280 | Religious Facilities, Child Care Facilies, and Other Non-Governmental Public Assembly Use: $2,500<br>Private Schools:<br>Minimum Fee $1,500<br>and, Size of Property (per 10 acres or portion thereof) $570<br>and, Size of Buildings (per 5,000 sq.ft. or portion thereof) $228 | | | $1,500 | | | |
| **Future Land Use Map Amendment*** | Base fee, plus:$17,100<br>Up to 5.0 gross acres$11,400<br>5.1—10.0 gross acres$21,660.00<br>10.1—20.0 gross acres$42,750.00<br>20.1—40.0 gross acres$64,410.00<br>40.1—80.0 gross acres$85,500.00<br>80.1—160.0 gross acres$102,600.00<br>160.1—320.0 gross acres$119,700.00<br>320.1—480.0 gross acres$136,800.00<br>480.1—640.0 gross acres$153,900.00<br>640.1—800.0 gross acres$171,000.00<br>800.1—960.0 gross acres$188,100.00<br>960.1—1120.0 gross acres$205,200.00<br>1120.1—1280.0 gross acres$222,300.00 | Base fee, plus:$17,100<br>Up to 5.0 gross acres$11,400<br>5.1—10.0 gross acres$21,660.00<br>10.1—20.0 gross acres$42,750.00<br>20.1—40.0 gross acres$64,410.00<br>above 40.1—80.0 gross acres$85,500.00 | $17,100 plus minimum fee of $1,068.75 | | | $8,000-$15,000 | | |
| **Outside Consultant- Traffic, etc.** | Reimburse for cost | Reimburse for cost | | | | | | |
| **Plat and Subdivision*** | Zoning Public Hearing Base Fee: $855 | Tentative Plat $1,500<br>Final Plat $500 | $1,068.75 plus minimum fee of $1,068.75 | $750 plus $50 per lot ($20 above 20) (Preliminary)<br>$500(Final) | $975 (Pre-Application)<br>$1,768 plus $115 per lot (Preliminary)<br>$1,248 (Final) | | $500 (Tentative)<br>$1,000 (Final) | $5,000 (Tentative)<br>$4,000 (Final) |
| **Planned Area Development (PAD) Site Plan*** | N/A ($855 Public Hearing Fee) | $5,000 | | (Rezoning) $1,500 + $0.10 for every 10 square feet of total land area<br>(Plan Review) $1,000-$2,000 | | $5,000 (Tentative)<br>$500 (Final) | | $1,500-$5,250 |
| **Short-Term Rental Registration** | $167 | $500 | | | $832 | | | |
| **Short-Term Rental Renewal** | $167 | $500 (Renewal)<br>$250 (Annual Inspection) | | | $624 (Renewal)<br>$416 (Annual Inspection) | | | |
| **Site Plan (Public Hearing)*** | $855 Public Hearing Fee Plus:<br>Residential: $1,140<br>Size of property: $570 per 10 acres or portion thereof<br>Number of units: $285 per 15 units or portion thereof<br>Commercial: $1,710<br>Size of Property: $684 per 10 acres or portion thereof<br>Size of building: $228 per 5,000 sq. ft. or portion thereof | Residential: $1,500 plus<br>Size of property: $500 per acre or portion thereof<br>Number of units: $250 per 10 units or portion thereof<br>Commercial: $2,500 plus<br>Size of Property: $750 per acre or portion thereof<br>Size of building: $225 per 5,000 sq. ft. or portion thereof<br>Mixed Use: $2,500 plus<br>Size of Property: $750 per acre or portion thereof<br>Residential Portion: $250 per 10 units or portion thereof<br>Non-Residential Portion: $225 per 5,000 sq. ft. or portion thereo | Single Family Residential: $712.50 plus minimum fee of $1,068.75<br>Town Center: $2,137.50 plus minimum fee of $1,068.75 | $1,000 | $3,328.00 plus $575 per acre and $230.00 / 10 units or portion thereof or $230.00 / 5,000 ft² of GFA portion thereof | $500-$5,000 | $2,000-$2,500 | $450-$900 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Special Events Permits** | None | $75 | | $80 | | $0 | Free for residents; $25 non residents | $60 app fee and $100 administrative fee |
| **Special Events Temporary Banner Permit** | None | $75 | | None; only sign permits at bldg dpt | | | Free for residents; $25 non residents | Banner over ROW (free) Temporary signs ($75) |
| **Transfer of Development Rights*** | N/A ($855 Public Hearing Fee) | $2,500 | | | | | | |
| **Variance (Administrative)*** | Carport (maximum 200 sq. ft.): $235.12<br>Utility shed (maximum 100 sq. ft.) $235.12<br>Fence/wall $235.12<br>Storage of boat/RV $235.12<br>Interior/exterior integration area $235.12<br>Setback adjustments for attached/detached structure(s) $448.87<br>Any administrative adjustment involving tennis court, swimming pool or other recreational use $555.75<br>Any adjustment for the construction of a new residence $722.47<br>Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage $555.75 | Residential:<br>Construction of a new residence $722<br>Lot area, lot frontage, lot coverage $555<br>All other residential administrative variances: $235<br>All variance requests a result of a code violation: Double Fee<br><br>Commercial: $1,000 | $748.13-$1,204.13 | $400-$600 | $936-$1,352 | | | |
| **Variance (Public Hearing)*** | **Use Variance**<br>AU/GU/RU-1/RU-2/EU: $1,710<br>RU-TH/MULTI-FAM/PAD: $2,850<br>RU-5/RU-5A/OPD: $3,990<br>BU: $3,990<br>IU: $3,420<br>**Non-use Variance**<br>Signs: $1,710<br>**Non-use variance or administrative site development option**<br>Residential/one lot: $300 | Residential (single-family) per Section 30-30.6 $300<br>Multi-family/Commercial/Mixed-Use per Section 30-30.6 $3,990<br>Signage Variance $1,710<br>Flood Regulations per Section 30-100.6 $2,500 | $712-$2,137.50 plus minimum fee of $1,068.75 | $500-$750 | $936-$2080 | $1,000-$2,000 | $350-$1,000 | $2,000-$4,000 |
| **Zoning Code Amendment*** | N/A ($855 Public Hearing Fee) | $17,100 | $1,425 plus minimum fee of $1,068.75 | | | $5,000 | $4,250 | $3,000-$6,000 |
| **Zoning Letter** | $150 | $150 | $106.88 | | $156 | $150 | $150-$200 | $100 |
| **Zoning Map Amendment*** | Change to AU/GU/RU-1/RU-2/EU/RU-1M(a)/RU-1M(b): $1,140<br>Change to RU-TH/MULTI-FAM/PAD: $1,710<br>Change to RU-5/RU-5A/OPD: $2,280<br>Change to BU: $3,420<br>Change to IU: $2,850 | To Residential (Single-Family) $3,500<br>To Multi-Family $5,000<br>To Commercial or Office $5,000<br>To Mixed Use $7,500 | $1,425-$4,275 plus minimum fee of $1,068.75 | $400-$1,500 + $0.10 for every 10 square feet of total land area | $3,744-6,240 | $1,000-$10,000 | $3,000-$6,000 | $6,000-$20,250 |

**AGENDA ITEM NO. 10.C**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Nick Marano, Village Manager's Office |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON THE COUNCIL, WITH THE BENEFIT TO BE RECEIVED FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ordinance-Council Health Benefits
Exhibit A-Ordinance 2017-21

**ORDINANCE NO. 2023-____**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON THE COUNCIL, WITH THE BENEFIT TO BE RECEIVED FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.** (*Sponsored by Administration*)

**WHEREAS**, beginning with the Village's incorporation, health benefits have been available to members of the Council; and

**WHEREAS,** at present, an inequitable situation exists with only some Council Members being eligible for the benefits based on the year of becoming a Council Member; and

**WHEREAS,** in order to provide a uniform standard for the receipt of benefits, the Council wishes to rescind the current Ordinance and provide health benefits to all current and future Council Members based on the requirements below.

**NOW, THEREFORE, THE FOLLOWING ORDINANCE IS HEREBY ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA:**

**Section 1.** The above recitals are incorporated as if set forth in full.

**Section 2.** Ordinance 2017-21 is repealed in its entirety.

**Section 3.** All current and future Council Members shall receive two years of health benefits for each four years of service on the Council.

**Section 4.** The health benefits shall be received upon the end of the Council Member's service on the Council.


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

**Section 5. Codification.** It is the intent of the Village Council and is hereby ordained that 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 numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6.** This Ordinance shall become effective on Second Reading.

**PASSED on FIRST READING** this 10th day of July, 2023.

**PASSED AND ADOPTED ON SECOND READING** this ____ day of ____, 2023.

Attest: _____ _____

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham _____

Council Member Steven Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Council Member Patrick Fiore _____


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

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# ORDINANCE NO. 2017-21

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEALTH BENEFITS FOR COUNCILMEMBERS FOLLOWING TERMS OF SERVICE; PROVIDING THAT COUNCILMEMBERS SHALL RECEIVE FROM THE VILLAGE TWO YEARS OF HEALTH BENEFITS FOLLOWING THE END OF THEIR SERVICE ON THE COUNCIL FOR EVERY FOUR YEARS OF SERVICE PERFORMED PRIOR TO DECEMBER 15, 2018; AND AN EFFECTIVE DATE.** (Sponsored by Councilmember John Dubois)

**WHEREAS,** in the past Village Councilmembers have received health care benefits following their service on the Council; and

**WHEREAS**, the Council wishes to terminate post-service health care benefits for Councilmembers, with proper notice of this new policy to new Councilmembers; and

**WHEREAS**, fairness considerations justify providing the post-service health care benefits to Councilmembers who were elected when the policy was in place and terminating the benefit only with respect to Councilmembers who will be elected in the future after this ordinance goes into effect.

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

**Section 1. Post-service Health Care Benefits for Certain Councilmembers.** (a) Upon termination of service, Village Councilmembers elected before the date of this ordinance shall be entitled to two years of health care benefits on an on-going basis, as defined below, for every complete four year term served.


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

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(b) The post-service health care benefit provided herein shall consist of reimbursement for health care coverage, up to $500 cash payment for each month, upon proof of health care coverage. Such payment shall be paid retroactively to any Councilmember so entitled who has not received the payments.

(c) No post-service health care benefits shall be provided to Councilmembers for any terms of service based upon the Council elections any time after this ordinance goes into effect.

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

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon enactment.

First Reading: November 6, 2017
Second Reading: December 4, 2017

**PASSED and ENACTED** this 4th day of December, 2017.

Attest:

DocuSigned by:
Missy Arocha
6EDC211E5E8C48C...

Missy Arocha
Village Clerk

DocuSigned by:
3B8854AD509F494...

Eugene Flinn
Mayor

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

DocuSigned by:
Dexter W. Lehtinen
1B1D06E71321445...

Dexter W. Lehtinen
Village Attorney


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

DocuSign Envelope ID: 282D10E3-F950-4BF4-A541-0B68024E96AA

FINAL VOTE AT ADOPTION:

| | |
|---|---|
| Council Member Karyn Cunningham | YES |
| Council Member David Singer | YES |
| Council Member Larissa Siegel Lara | YES |
| Vice-Mayor John DuBois | YES |
| Mayor Eugene Flinn | YES |


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

**AGENDA ITEM NO. 11.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

**DATE:** July 10, 2023

**SUBMITTED BY:** Olga Cadaval, Human Resources

**ITEM TYPE:** Resolution

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A ONE-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF $22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-Agent_of_Record_Extension2023
Resolution--Agent_of_Record_Extension2023
Attachment A-Agreement-PRIA

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Contract Extension for Ins. Brokerage Services

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A ONE-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF $22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

On May 9, 2019, Palmetto Bay issued RFP No. 1819-43-013 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program. Following the Village's procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay.

While the RFP contemplated a three-year contract, the initial agreement was signed for a one-year period to assess the consultant's service level and responsiveness. For the duration of the contract, the broker has been extremely responsive in assisting staff with employee health insurance issues.

Article 9 of the contract allows for contract extensions on an annual basis. The current contract will expire in August 2023. The proposed resolution authorizes a one-year extension to the existing contract under the same terms and conditions of the contract. The extension would run through August 2024.

**FISCAL IMPACT:**

Brokerage representation under the existing agreement will cost $22,500 per year. Funding is allocated annually in the Adopted budget.

**Attachments:**

A. Contract agreement between the Village of Palmetto Bay and Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors

**RESOLUTION NO. 2023 - _____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A ONE-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF $22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS,** Palmetto Bay issued RFP No. 1819-43-013 on May 9, 2019 for the purpose of procuring an insurance Agent of Record to assist in the management of the Village's health insurance program; and,

**WHEREAS**, pursuant to the Village's procurement process, Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors was selected to provide agent-of-record/ brokerage services to Palmetto Bay; and,

**WHEREAS**, the RFP indicated that the Village was considering a three-year contract with the successful proposer but entered into a one-year agreement to assess the proposer's performance; and,

**WHEREAS**, in response to the consultant's satisfactory performance, the Village Council approved a one-year extension in July 2022 in accordance with Article 9, which expires in August 2023; and,

**WHEREAS,** the Village is satisfied with the consultant's current level of service and desires to approve a one-year extension pursuant to Article 9 of the contract document at the same price level that was negotiated pursuant to the original RFP.

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

**Section 1.** The Village Council hereby approves a one-year extension to the contract between the Village of Palmetto Bay and Risk Management Associates, Inc. D/BA Public Risk Insurance Advisors, a copy of which is included as Attachment A, at a cost of $22,500 per year.

**Section 2**: The Village Manager is authorized to execute all applicable documents, as approved by the Village Attorney, for the purpose of extending said contract.

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

**PASSED** and **ADOPTED** this 10th day of July 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria, Esq.**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

VILLAGE OF PALMETTO BAY
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of August, 2019, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Risk Management Associates, Inc. d/b/a Public Risk Insurance Advisors authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on May 9th, 2019, and

WHEREAS, Broker/Agent submitted a Proposal dated June 6th, 2019 in response to the Village's request, and

WHEREAS, the Village accepted the consortium FGHS with an annual rate of Twenty-Two Thousand Five Hundred Dollar and Zero Cents $ 22,500.00, plus a PEPM fee to be received from the consortium.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Scope of Work and Proposal Documents prepared by the Village for Employee Benefits Agent/Broker of Record, RFP No. 1819-43-013 (Exhibit 1), Terms of Agreement were modified during contract negotiation, the prevailing terms will be set by this agreement.

(ii) Broker/Agent's Proposal for the Village of Palmetto Bay in response to Exhibit 1 and dated June 6th, 2019. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

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A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Broker/Agent agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Broker/Agent shall furnish all the materials, software programs, supplies and labor necessary to perform the Services.

B. Broker/Agent agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1st. The Village Manager may extend this time in circumstances which are beyond the Broker/Agent's control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Broker/Agent if the Village's benefits plan year changes.

Article 3 Qualifications

A. Broker/Agent represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1. Broker/Agent assumes professional and technical responsibility for the performance of its services to be provided under this Agreement in accordance with recognized professional standards of good consulting and management practices.

B. Broker/Agent and the individual executing this Agreement on behalf of the Broker/Agent warrant to the Village that the Broker/Agent is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Broker/Agent possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Broker/Agent shall comply with all local, state and federal regulations that apply. Broker/Agent shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Broker/Agent for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2. The Village will pay 50% percent of $ 22,500.00 or $ 11,250.00 as down payment following execution of this agreement. The other 50% or final balance shall be made 6-months from the date of the executed contract.

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B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Human Resources Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

**State Auditor General – Mandatory Disclaimers**

4.1 It is understood and agreed that Broker, or Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement and will not be credited against the balance of any fee owed to Broker pursuant to this Agreement or paid to the Village.

4.2 Broker may utilize insurance intermediaries (such as wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Village's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be an Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village, but will be disclosed prior to binding coverage and if approved by the Village, the Broker will include and disclose such amounts paid in the Schedule of Insurance.

4.3 If the Village chooses to finance its premiums, Broker may assist the Village in the arrangement of such financing. Any payments or allowances paid to the Broker for arranging premium financing are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

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4.4 Broker may, in the ordinary course of business, receive and retain interest on premiums paid by the Village from the date received by Broker until the date the premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to the Village.

4.5 Compensation for the Services and premium for the Lines of Insurance specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by the Village upon request.

4.6 The Village acknowledges and agrees that the Broker Service Fee is reasonable in relation to the Services to be provided by the Broker hereunder.

Article 7 Termination

A. **Termination/Cancellation of Agreement without Cause**
Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, except that if the Broker/Agent desires to terminate the Agreement within three months prior to the open enrollment period, ninety (90) days prior written notification shall be required from the Broker/Agent to the Village. Termination or cancellation of the agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement, or after termination in the Village's discretion if needed for a post agreement audit of money due on Broker/Agent's performance). Termination or cancellation of the agreement will not relieve the Broker/Agent of any obligations or liabilities resulting from any acts committed by the Broker/Agent prior to the termination of the agreement.

B. **Termination Because of Default**
Without waiving the right to terminate without cause on as provided in Section A above, a party may issue a written notice to the other claiming that the other party is in breach of agreement and giving the other party ten (10) calendar days to cure the default. If the alleged breach of agreement is not cured, then the party serving the notice may terminate the Agreement and be excused from further performance following termination. However, termination of the Agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Agreement.)

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Article 8 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Agreement. Additionally, the Broker/Agent agrees that in the event this Agreement is terminated for the Village's breach, the damages that Broker/Agent may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 9 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a one (1) year period or enrollment period 2019-2020. The Village has the option to renew on a yearly basis at its discretion.

Article 10 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Broker/Agent under this Agreement, audit, or cause to be audited, those books and records of Broker/Agent which are related to Broker/Agent's performance under this Agreement. Broker/Agent agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Broker/Agent's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Broker/Agent under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Broker/Agent shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 11 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Broker/Agent. The Broker/Agent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Broker/Agent authorized to use the Village's Tax Exemption Number in securing such materials.

The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

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The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 12 Indemnification

Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 13 Insurance

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Broker/Agent. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Broker/Agent liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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Broker/Agent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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- Errors and omissions or Broker/Agent liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Broker/Agent of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Broker/Agent shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Broker/Agent fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Broker/Agent shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Broker/Agent shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Agreement, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Broker/Agent shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Agreement until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this agreement.

## Article 14 Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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Article 15 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 16 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 17 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Broker/Agent of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Broker/Agent requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Broker/Agent, whether or not similar to the act so consented to or approved.

Article 18 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

For VILLAGE:
Village of Palmetto Bay
Edward Silva, Village Manager
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: esilva@palmettobay-fl.gov

Copy to:
Village of Palmetto Bay
Olga Cadaval, Deputy Manager/Human Resource
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: ocadaval@palmettobay-fl.gov

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Olga Cadaval, Deputy Manager/Human Resource
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234
Email: ocadaval@palmettobay-fl.gov

Article 19 Independent Broker/Agent

Broker/Agent is and shall remain an independent Broker/Agent and is not an employee or agent of the Village. Services provided by Broker/Agent shall be by employees of Broker/Agent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Broker/Agent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Broker/Agent. The rights granted to Broker/Agent hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Broker/Agents to perform services including those hereunder.

Article 20 Assignment

The Broker/Agent shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Broker/Agent shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Broker/Agent from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Broker/Agent to the Village. None of the work or services under this Agreement shall be subcontracted unless the Broker/Agent obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Broker/Agent shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 21 Prohibition Against Contingent Fees

Broker/Agent warrants that it has no employees or retained any Broker/Agent or person, other than a bona fide employee working solely for Broker/Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Broker/Agent, corporation, individual or Broker/Agent, other than a bond fide employee working solely for Broker/Agent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 22 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Broker/Agent all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

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Broker/Agent is and shall remain an independent Broker/Agent and is not an employee or agent of the Village. Services provided by Broker/Agent shall be by employees of Broker/Agent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Broker/Agent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Broker/Agent. The rights granted to Broker/Agent hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Broker/Agents to perform services including those hereunder.

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The Broker/Agent shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Broker/Agent shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Broker/Agent from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Broker/Agent to the Village. None of the work or services under this Agreement shall be subcontracted unless the Broker/Agent obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Broker/Agent shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

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Article 23 Conflict of Interest

Broker/Agent agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24 Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

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Article 30 Jurisdiction and Venue

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

Article 31 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 32 Permits, Licenses and Filing Fees

The Broker/Agent shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Broker/Agent's work.

~~Article 33 Preservation of Village Property N/A~~

~~The Broker/Agent shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Broker/Agent's operations, it shall be replaced or restored at the Broker/Agent's expense. The facilities shall be replaced or restored to a condition as good as when the Broker/Agent began work.~~

Article 34 Immigration Act of 1986

The Broker/Agent warrants on behalf of itself and all sub-Broker/Agents engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35 Broker/Agent Non-Discrimination

In the award of subcontracts or in performance of this work, the Broker/Agent agrees that it will not engage in, nor permit such sub-Broker/Agents as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

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Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Broker/Agents are cautioned to undertake an independent analysis of any results in the specifications, as Village does not guaranty the accuracy of its interpretation of results contained in the specifications package. In preparing its proposal, the Broker/Agent and all sub-Broker/Agents named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the scope or accurate data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Broker/Agent to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity to be construed against the Broker/Agent. An ambiguity shall be considered patent if it is of such a nature that the Broker/Agent, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Broker/Agent or sub-Broker/Agents to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Broker/Agent to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the agreement, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Broker/Agent shall immediately notify the Village in writing, and the Broker/Agent and all sub-Broker/Agents shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Broker/Agent's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

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

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In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

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# RFP Proposal Sheet



## COMPENSATION METHOD

The Village of Palmetto Bay is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

**Section A. Proposed Annual Rate:**
The fee stated below shall be inclusive of all labor, materials, travel, etc...

| | Annual Rate |
|---|---|
| Year 1 | $ 35,000* |
| Year 2 | $ 35,000* |
| Year 3 | $ 35,000* |

*In the event that the Village decides to join our FGHS consortium, we would reduce our annual fee to $22,500. This is due to the built-in and transparent PEPM (per employee per month) fee our company receives as the broker for the consortium.

**Section B. Optional Services**
At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional." Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

| Service | Annual Flat-Rate |
|---|---|
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |

Authorized Signature

Matthew Montgomery, Executive Vice President
Printed Name & Title

Risk Management Associates, Inc. dba Public Risk Insurance Advisors
Firm's Name

6/4/2019
Date

# RFP Proposal Sheet



**COMPENSATION METHOD**

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**Section A. Proposed Annual Rate:**
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| | Annual Rate |
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Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc...

| Service | Annual Flat-Rate |
|---|---|
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |

Authorized Signature

Risk Management Associates, Inc. dba
Public Risk Insurance Advisors
Firm's Name

Matthew Montgomery, Executive Vice President
Printed Name & Title

6/4/2019
Date

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Edward Silva
Print Name

Village Manager
Title

ATTEST:

_____
Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

_____
Dexter Lehtinen
Village Attorney

VILLAGE OF PALMETTO BAY
INCORPORATED
2002

BROKER/AGENT

Public Risk Insurance Advisors

ADDRESS
P.O. Box 2416
Daytona Beach, Florida 32115

BY _____

Mr. Matthew Montgomery
Print Name

Executive Vice-President
Title

_____
Witness

Robin Russell
Print Name

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Palmetto Bay, FL 33157

BY _____

Edward Silva
Print Name

Village Manager
Title

ATTEST:

Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

Dexter Lehtinen
Village Attorney

VILLAGE OF PALMETTO BAY
INCORPORATED
2002

BROKER/AGENT

Public Risk Insurance Advisors

ADDRESS
P.O. Box 2416
Daytona Beach, Florida 32115

BY _____

Mr. Matthew Montgomery
Print Name

Executive Vice-President
Title

Robin Russell
Witness

Robin Russell
Print Name

**AGENDA ITEM NO. 11.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Djenepha Hall, Grants |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE "TREE CITY USA 2023" APPLICATION; RECOGNIZING THE IMPORTANCE OF NATIONAL ARBOR DAY BY REAFFIRMING OUR COMMITMENT TO THE VILLAGE'S "TREE CITY USA" DESIGNATION; PROCLAIMNG THIS PAST APRIL 21ST, 2023 AS "NATIONAL ARBOR DAY" IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo_Reaffirming_Arbor_Day_2023
Resolution_Reaffirming_Arbor_Day_2023

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Reaffirming Arbor Day 2023

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE "TREE CITY USA 2023" APPLICATION; RECOGNIZING THE IMPORTANCE OF NATIONAL ARBOR DAY BY REAFFIRMING OUR COMMITMENT TO THE VILLAGE'S "TREE CITY USA" DESIGNATION; PROCLAIMNG THIS PAST APRIL 21ST, 2023 AS "NATIONAL ARBOR DAY" IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay has been a member of Tree City USA since 2006. An annual application is submitted for a recognition certificate which includes the number of trees planted, removed and trimmed. They additionally ask for a proclamation or Resolution celebrating Arbor Day signed the year of the submitted application.

Staff in preparation for the 2023 application available in September is requesting a resolution be passed proactively to submit a complete application. Via Resolution 2021-09 the Village recognized a standing date to celebrate National Arbor Day as the last Friday of April. The Village has kept this tradition alive and would like to continue our recognition as a Tree City with the passing of this 2023 reaffirming resolution.

**FISCAL IMPACT:**

None

**Attachments:**

None

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE "TREE CITY USA 2023" APPLICATION; RECOGNIZING THE IMPORTANCE OF NATIONAL ARBOR DAY BY REAFFIRMING OUR COMMITMENT TO THE VILLAGE'S "TREE CITY USA" DESIGNATION; PROCLAIMNG THIS PAST APRIL 21ST, 2023 AS "NATIONAL ARBOR DAY" IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village of Palmetto Bay is committed to maintaining the natural beauty of the trees throughout the Village as demonstrated by the Council's steadfast support of National Arbor Day; and

**WHEREAS**, the Village's participation in the "Tree City USA" Program fosters community pride and creates a great environment to live and work, and annual recognition demonstrates to residents and visitors that trees, conservation and the environment are an important part of life in our Village; and

**WHEREAS**, the annual Tree City USA Recognition/Certification Application now includes the requirement for an annual Arbor Day Proclamation or Resolution signed the year of the application; and

**WHEREAS**, pursuant to the Arbor Day Foundation, the specific date across America vary, but National Arbor Day is always celebrated on the last Friday in April; and

**WHEREAS**, the Village will produce an annual Resolution establishing Arbor Day celebrations to accompany the annual Tree City USA application; and

**WHEREAS,** the Village celebrated National Arbor Day with a tree planting on Friday, April 21, 2023.

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

**Section 1.** That the above recitals are incorporated as if set forth in full.

**Section 2.** The Village of Palmetto Bay reaffirms our proclamation that the last Friday of each April as National Arbor Day in Palmetto Bay and will produce an annual resolution to help meet our annual Tree City USA Recognition applications.

**PASSED** and **ADOPTED** this 10th day of July, 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**AGENDA ITEM NO. 13.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Council |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, NAMING A VILLAGE WILDLIFE ANIMAL; CREATING A VILLAGE-WIDE CONTEST FOR CHOSING AND NAMING A VILLAGE WILDLIFE ANIMAL; PROVIDING FOR A WILDLIFE ANIMAL LOGO AND COSTUME FOR VILLAGE EVENTS TO INCREASE AWARENESS OF THE IMPORTANCE OF WILDLIFE IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Reso-Village Wildlife Animal-MM

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, NAMING A VILLAGE WILDLIFE ANIMAL; CREATING A VILLAGE-WIDE CONTEST FOR CHOSING AND NAMING A VILLAGE WILDLIFE ANIMAL; PROVIDING FOR A WILDLIFE ANIMAL LOGO AND COSTUME FOR VILLAGE EVENTS TO INCREASE AWARENESS OF THE IMPORTANCE OF WILDLIFE IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Councilmember Marsha Matson)*

**WHEREAS**, residents are blessed with an abundance of wildlife living in our sub-tropical paradise called the Village of Palmetto Bay; and,

**WHEREAS**, residents have demonstrated their commitment to the preservation and protection of wildlife which enhances the quality of life for people and fauna alike; and,

**WHEREAS**, the Village wishes to honor and celebrate our wildlife by choosing an animal to recognize the importance of our wildlife and symbolize the uniqueness of our relationship in our shared environment; and,

**WHEREAS**, National Wildlife Day is held on Sept. 4, 2023 in the United States, a day which encourages advocacy for preservation and conservation of wildlife; and,

**WHEREAS**, the Village wishes to engage the entire community, including children, in selecting their favorite wildlife animal by voting in a village-wide contest; and,

**WHEREAS**, during or after the contest in which the Village Wildlife Animal is selected, the Animal shall receive a Village nickname, and a costume shall be created to be worn at village events, such as Earth Month, to raise awareness of the importance of wildlife to the Village.

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

**Section 1.** That the above recitals are incorporated as if set forth in full.

**Section 2.** The Village shall select a wildlife animal to represent the Village's commitment to wildlife by means of a village-wide contest in which the animal receiving the most votes from a list developed by the Village shall be named Village Wildlife Animal.

**Section 3.** All village residents shall be eligible to vote for their favorite wildlife animal from a list of fauna living in Palmetto Bay, which may include but not be limited to fox, opossum, goose, duck, peacock, rabbit, raccoon, squirrel, coyote, and pelican, as determined by Village Council.

**Section 4.** A ballot shall be distributed village-wide on Village social media, to all Village private and public schools, and at Village parks and buildings. The ballot shall describe the contest, the list of wildlife animals, and the dates of commencement and closing of the contest.

**Section 5.** The contest shall commence on Sept. 4, 2023, National Wildlife Day.

**Section 6.** The Village shall also give a nickname to the animal, design a logo, and create a costume which can be worn during Village public events, such as those during Earth Month, to raise awareness of the importance of wildlife in Palmetto Bay.

**PASSED** and **ADOPTED** this 10th day of July, 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**AGENDA ITEM NO. 13.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-Parks Master Plan 2023

Reso-Parks Master Plan 2023

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: 2023 Parks Master Plan

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**
The Village of Palmetto Bay's first Parks Master Plan was adopted in 2008, and to date the majority of its recommendations have been completed. Industry standards dictate a revised and/or updated master plan periodically in order for the plan to reflect current standards and opportunities. It is the Mayor and Council desires to effectuate growth and enhancement within the Village's highly rated park system for the continued use and enjoyment of its residents. Through extensive public outreach during the past year, the Parks and Recreation Department in coordination with Bermello, Ajamil and Partners have identified the recreational needs and wants of our community. The newly developed Parks Master Plan will serve as the guide/roadmap for the next ten to fifteen years and is in-effect a living document which may be amended accordingly, and as may be expanded with the acquisition of additional park property.

It is recommended that the 2023 Parks Master Plan, as presented and prepared by Bermello, Ajamil and Partners, be officially adopted/approved by the Village Council.

**FISCAL/BUDGETARY IMPACT:**
FY 21' – 22' budget allocation in the amount of $119,000 for professional consultant services the Parks Master Plan, approved via resolution # 2021-96.

**RECOMMENDATION:**
Approval is recommended.

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village of Palmetto Bay's first Parks Master Plan was adopted in 2008, and to date the majority of its recommendations have been completed; and

**WHEREAS,** industry standard dictate a revised and/or updated master plan periodically in order for the plan to reflect current standards and opportunities; and

**WHEREAS,** Mayor and Council desires to effectuate growth enhancement within the Village's highly rated park system for the continued use and enjoyment of its residents; and

**WHEREAS**, through extensive public outreach during the past year, the Parks and Recreation Department in coordination with Bermello Ajamil and Partners have identified the recreational needs and wants of our community; and

**WHEREAS**, the newly developed Parks Master Plan will serve as the guide/roadmap for the next ten to fifteen years; and

**WHEREAS**, it is recommended that the 2023 Parks Master Plan, as presented and prepared by Bermello Ajamil and Partners, be officially adopted/approved by the Village Council.

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

**Section 1.** The Village Council hereby approves and formally adopts the 2023 Parks Master Plan as presented by Bermello, Ajamil and Partners.

**Section 2**. The Village Manager is hereby authorized to use this document as a guide and/or roadmap for the enhancement of park and recreation amenities and opportunities as desired by the Village of Palmetto Bay citizenry.

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

**PASSED** and **ADOPTED** this ___ day of July, 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**AGENDA ITEM NO. 13.C**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO RECOMMENDATIONS FROM THE VILLAGE MANAGER REGARDING THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE CREATION OF COMMUNITY WILDLIFE HABITATS; SEEKING FINAL DIRECTION FROM THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-Wildlife Management Plan
Reso-Wildlife Management Plan
Attachment A-Federal Order of Muscovy Ducks
Attachment B-Wildlife Mgmt Plan Meeting 06-20-2023-Agenda

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Wildlife Management Plan Creation Recommendations

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO RECOMMENDATIONS FROM THE VILLAGE MANAGER REGARDING THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE CREATION OF COMMUNITY WILDLIFE HABITATS; SEEKING FINAL DIRECTION FROM THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND:**

On May 1st, 2023, via Resolution 2023-35, the Village Council directed the Village Manager to investigate the development of a Humane Wildlife Management Plan. Additionally, the Village Council directed the Village Manager to consult through research with entities known for their ability to craft such plans.

Village staff conducted research and met with the organizations identified in Resolution 2023-35. This memo summarizes the results of the staff's research and the brainstorming session. It is the Village's intent to protect the safety and well-being of its community, while creating an ecosystem that benefits the public at large.

**WILDLIFE MANAGEMENT INTERNAL BRAINSTORMING SESSION:**

On Tuesday, June 20, 2023, the Village Manager, Vice Mayor, Community and Economic Development Director, and Resilience Coordinator held a meeting with representatives from the Wildlife Whisperer Inc., Humane Wildlife Consulting of South Florida, the Animal Rights Foundation of Florida and Florida Fish and Wildlife Commission. The Audubon Society was invited but declined the invitation. The meeting was an open discussion and all participants provided feedback on best practices for wildlife management and the recommended components for inclusion in a wildlife management plan. Village staff also sought feedback on the National Wildlife Foundation Certified Community Wildlife Habitat Program.

The following topics were raised by participants. There was consensus and collaboration by all participants on the topics shared.

- Experience with Wildlife Management Plans
  - Florida Fish and Wildlife Commission (Austin Peek and Cori Calyniuk)
    - FWC worked with City of Sanibel to create a Coyote Response Plan
    - Willing to assist in finding appropriate experts.
    - Advised the Village that there is a Federal Order (21.54), which allows for the removal of Muscovy Ducks without a permit (Attachment A).
  - Humane Wildlife Consulting of South Florida (Robert Ruderman)
    - Has worked mostly with residential communities such as homeowners' associations on specific species such as iguanas, ducks, coyotes. Has crafted plans.
  - Wildlife Whisperer (Ned Bruha)
    - Many years of experience. Focuses on not just humane removal but also changing human behavior.
  - Animal Rights Foundation of Florida (James Wildman)
    - Committed to a holistic humane method.

- Overall Best Practices in Wildlife Management Plans
  - Teach individuals how to "haze" specific animals. In this context, hazing is an activity or series of activities conducted to change behaviors of the specific species and/or to re-instill a healthy fear of people in the local species population. This is an example used in species such as coyotes as they are considered highly intelligent animals.
  - Create areas for nesting habitats, such as ponds.
  - Identify attractants.
  - Humane removal of wildlife.
  - Education of public of harm to animals by feeding human/manufactured food.

- Removal of Nuisance Wildlife
  - Animal removal of nuisance wildlife may be used as a mechanism in controlling the wildlife in Village parks.
    - Removal of actual wildlife was suggested as only a short-term solution. Other methods, including education and enforcement should be a part of plan – "address human behavior."
  - Removal of eggs and nest material.

  - Be aware that removal may cause a void for another nuisance species to come in.
  - Village of Pinecrest is hiring an avian veterinarian to neuter male peacocks.

- Attractants
  - Attractants can be food sources, nesting habitats or more that can be naturally occurring in an ecosystem or created by human interaction, such as feeding. By securing and removing attractants, participants suggested that could be a helpful and effective first step in humanely managing wildlife.
  - Removal of attractants, or access to, will discourage the species from returning to area after removal. "It is futile to remove animals if attractant remains."

- Public Education
  - Create a strong, public outreach educational program to prevent animal feeding.
  - Education should be beyond the posting of signs.
    - Use infographics
    - Use QR Codes
    - Engage of education community

- Monetary Fines and Enforcement
  - Create monetary fines for those who feed animals on Village property.
  - Enforce the fines.

Participants were asked about their familiarity with the Community Wildlife Habitat Certification through the National Wildlife Federation. The general feedback was that while it could be a positive view on the Village through its certification and provide some benefits to the community, it could also create attractants and interest nuisance wildlife to occupy on Village properties.

Following the meeting, representatives from FWC communicated with Village staff that would like to provide further guidance to the Village up for success by facilitating communication between the Village, the Humane Society of the United States (HSUS) and FWC.

<u>Community Wildlife Habitat Certification</u>

The National Wildlife Federation offers opportunities for communities and individual properties to seek a Village-wide Wildlife Habitat Certification. This program is utilized by the City of Fort Lauderdale and City of Hollywood. For the Village to be certified a number of steps will take place on both Village properties as well as private residential and commercial properties. The Village and its private property partners will be required to earn "certification" points. The points are based on a point system that includes various components, including certifying locations "where people live, work, learn, play, and worship". The number of Certification Points needed to certify depends on the population. The system is centralized around four basic fundamentals that all wildlife needs including food, water, cover, and places to raise young. The program incorporates sustainable gardening practices such as using rain barrels, reducing water usage, removing invasive plants, using native plants, and eliminating pesticides. These habitats help to create urban oases for wildlife and new corridors of habitat that enable wildlife to thrive.

Additionally, the Village must also earn "education and outreach" points that encourage community engagement. The Village will be required to educate the public on sustainable practices, such as conserving water, rain barrels, composting and more. The Village will also be required to host workshops about gardening for wildlife and hold community events such as waterway cleanups and invasive species removal to make the community healthier for people and wildlife alike. This program requires annual recertification.

Alternatively, the National Wildlife Foundation offers a Community Wildlife Habitat program for just Village parks. The objective is to create a wildlife habitat garden to attract birds, butterflies, and other neighborhood wildlife. For this program a short certification checklist is required that is comprised of the following elements:

- Food: must provide three (3) various plants or supplemental feeders
- Water: must provide one (1) source of clean water for wildlife
- Cover: must provide a least two (2) locations of shelter from weather and predators
- Places to raise young: must provide at least two (2) locations for wildlife to reproduce and raise young.
- Sustainable practices: must employ at least two (2) of the three (3) categories to help manage habitats in a sustainable manner which includes:
  - Soil and Water Conservation
  - Controlling Exotic Species
  - Organic Practices
- No annual recertification required.

***Based on feedback from the Brainstorming Session participants, Village Staff does not recommend participation in the National Wildlife Federation Community Wildlife Habitat program at this time.***

**RECOMMENDATION:**
Village staff recommends the Village Council proceed as follows:

- Engage with the Florida Fish and Wildlife Commission to create a Humane Wildlife Management Plan for Village properties.
    - Ideally, through FWC, include the United States Humane Society.
    - The Plan should:
        - Define community specific “wildlife”
        - Identify general location of habitats
        - Include community engagement
        - Promote organizational alignment
        - Determine instances and methods for removal
        - Create a community public education component
        - Address removal of wildlife attractants
        - Establish benchmarks for review of plan

    - Should FWC and the Village determine that a collaboration is not feasible, the Village Manager shall seek proposals from private entities for a Plan with the components outlined above.
        - Pending budget appropriation in the FY2024 budget, the Village Manager is authorized to spend up to $25,000 for a Plan that addresses Village properties.

**Attachments:**
A. Federal Order of Muscovy Ducks
B. Wildlife Management Brainstorming Session Agenda

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO RECOMMENDATIONS FROM THE VILLAGE MANAGER REGARDING THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE CREATION OF COMMUNITY WILDLIFE HABITATS; SEEKING FINAL DIRECTION FROM THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS,** on May 1st, 2023, via Resolution 2023-35, the Village Council directed the Village Manager to direct staff deemed appropriate to investigate the development of a Humane Wildlife Management Plan; and

**WHEREAS**, the Village Council directed the Village Manager to consult through research with entities known for their ability to craft such plans; and

**WHEREAS**, the Village was able to receive communication from the Wildlife Whisperer Inc., Humane Wildlife Consulting of South Florida, the Animal Rights Foundation of Florida and the Florida Fish and Wildlife Conservation Commission (FWC).; and

**WHEREAS** the Village is determined to protect the safety and well-being of its community, it is resolute in creating an ecosystem that benefits the public at large.

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

**Section 1.** The above recitals are incorporated as if set forth in full.

**Section 2.** The Village Council directs the Manager to engage with the Florida Fish and Wildlife Commission (FWC) to create a Humane Wildlife Management Plan for Village properties. Should

FWC and the Village determine that a collaboration is not feasible, the Village Manager shall seek proposals from private entities for a Plan with the components outlined above.
Pending budget appropriation in the FY2024 budget, the Village Manager is authorized to spend up to $25,000 for a Plan that addresses Village properties.

**Section 3.** The Village Manager shall provide a report back to the Council within ninety (90) days of the progress of the creation of a Humane Wildlife Management Plan.

**Section 4.** This Resolution shall take effect immediately upon approval.

**PASSED** and **ADOPTED** this 10th day of July 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

§ 21.54 Control order for muscovy ducks in the United States.

**(a)** ***Control of muscovy ducks.*** Anywhere in the contiguous United States except in Hidalgo, Starr, and Zapata Counties in Texas, and in Alaska, Hawaii, and U.S. territories and possessions, landowners and Federal, State, Tribal, and local wildlife management agencies, and their tenants, employees, or agents may, without a Federal permit, remove or destroy muscovy ducks (*Cairina moschata*) (including hybrids of muscovy ducks), or their nests, or eggs at any time when found. Any authorized person may temporarily possess, transport, and dispose of muscovy ducks taken under this order.

**(b)** ***Muscovy ducks in Hidalgo, Starr, and Zapata Counties in Texas.*** In these counties, take of muscovy ducks, their nests, and their eggs may be allowed if we issue a depredation permit for the activity.

**(c)** ***Disposal of muscovy ducks.*** You may donate muscovy ducks taken under this order to public museums or public institutions for scientific or educational purposes, or you may dispose of them by burying or incinerating them. You may not retain for personal use or consumption, offer for sale, or sell a muscovy duck removed under authority of this section, nor may you release it in any other location.

**(d)** ***Other provisions.***

**(1)** You must comply with any State, territorial, or Tribal laws or regulations governing the removal or destruction of muscovy ducks or their nests or eggs.

**(2)** You may not remove or destroy muscovy ducks or their nests or eggs if doing so will adversely affect other migratory birds or species designated as endangered or threatened under the authority of the Endangered Species Act. If you use a firearm to kill muscovy ducks under the provisions of this section, you must use nontoxic shot or nontoxic bullets to do so.

**(3)** If you operate under this order, you must immediately report the take of any species protected under the Endangered Species Act, or any other bird species protected under the Migratory Bird Treaty Act, to the Fish and Wildlife Service Ecological Services Office for the State or location in which the take occurred.

**(4)** We reserve the right to suspend or revoke the authority of any agency or individual to undertake muscovy duck control if we find that the agency or individual has undertaken actions that may harm Federally listed threatened or endangered species or are contrary to the provisions of this part.

# Wildlife Management Brainstorm Session

**Tuesday, June 20th, 2023, at 10:00 AM**

## AGENDA

I. **Overview of Village Wildlife Management program and current issues-** Nick Marano, Village Manager
   a) Goals for Today's Meeting- Heidi Siegel, Director of Community & Economic Development

II. **Introductions. -** Andrea Candelaria, Resilience Coordinator
   a) Village Staff
   b) Animal Rights Foundation of Florida
   c) Florida Fish and Wildlife Commission
   d) Humane Wildlife Consulting of South Florida
   e) Wildlife Whisperer

III. **Wildlife Management Plan Components-** Andrea Candelaria, Resilience Coordinator
   a) What are the components that should be included in a wildlife management plan?

IV. **Experience with Community Wildlife Habitat Certification-** Andrea Candelaria, Resilience Coordinator

V. **Adjournment**

**AGENDA ITEM NO. 13.D**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED FOR POCKET PARKS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-WASD Site Acquisition of Land
Reso-WASD Site Acquisition of Land
Attachment A-WASD Site Property Appraiser Summary
Attachment B-IO-08-04

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Acquisition of Land for a Future Park

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED FOR A FUTURE PARK; PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay is known as the "Village of Parks" and has certain land located within the community that is suitable and beneficial for public use under Village ownership to be used for small neighborhood or pocket parks. An extensive Community Survey was conducted reflecting a high score in a want for Smaller Neighborhood Parks, Natural Parks and Preserves, and Walking Trails. In addition, the Village Council has consistently declared its preference for and desire to acquire and fund additional land for parks in the Village of Palmetto Bay.

At the June 5, 2023 Village Council meeting, the Village Council directed the Village Manager to initiate the process of coordinating with the county, in accordance with county implementing Order 8-4, for the acquisition of a certain vacant parcel under Miami Dade County Water and Sewer ownership to be used as a future park.

This future park in the Village of Palmetto Bay would remain accessible, allowing constituents to engage in activities while providing a comfortable space benefiting the environment, supporting the overall ecology of surrounding environment, reducing pollution and traffic, and making the Village safer.

The property located at the southeast corner of SW 159 Street and SW 89 Avenue (Folio: 33-5028-005-1920) is currently owned by Miami-Dade County Water and Sewer

and has been identified as suitable locations to be preserved for residents as a small neighborhood or pocket park in the Village of Palmetto Bay (“Exhibit A”).

The Village has been in constant talks with Miami-Dade County Real Estate Development Division to acquire additional parcels since January 2023 regarding the vacant parcels to preserve as green spaces for residents in perpetuity in accordance with County Implementing Order 8-4 (“Exhibit B”). The Village is interested in acquiring and funding these sites for the purpose of using them as parks; and these Sites were previously identified as potential Small Neighborhood and Pocket Parks during the development of the Village’s Park Master Plan.

**FISCAL/BUDGETARY IMPACT:**
The Village Manager shall proceed with the acquisition of Miami-Dade County Water and Sewer parcel located at the southeast corner of SW 159 Street and SW 89 Avenue (Folio: 33-5028-005-1920).

**RECOMMENDATION:**
Approval is recommended.

**Attachments:**

A. Property Appraiser Summary for Folio 33-5028-005-1920
B. County Order IO-08-04

**RESOLUTION NO. 2023-__**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED FOR A FUTURE PARK; PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS,** known as the "Village of Parks", the Village of Palmetto Bay has certain land located within the community that are suitable and beneficial for public use under Village ownership to be used for parks; and

**WHEREAS,** additional parks in the Village of Palmetto Bay would be accessible, allow the constituents to engage in activities while provide a comfortable space benefiting the environment, support the overall ecology of surrounding environment, reduce pollution and traffic, and make the Village safer; and

**WHEREAS**, the property located at the southeast corner of SW 159 Street and SW 89 Avenue (Folio: 33-5028-005-1920) is currently owned by Miami-Dade County Water and Sewer and has been identified as suitable locations to be preserved for residents as a small neighborhood or pocket park in the Village of Palmetto Bay ("Exhibit A"); and

**WHEREAS**, the Village has been in constant talks with Miami Dade County Real Estate Development Division to acquire additional parcels since January 2023 regarding available parcels to preserve as green spaces for residents in perpetuity in accordance with County Implementing Order 8-4 ("Exhibit B"); and

**WHEREAS**, the Village is interested in acquiring and funding this site for the purpose of using it as a Village Park; and

**WHEREAS**, this site was previously identified as a potential Small Neighborhood or Pocket Park during the development of the Village's Park Master Plan; and

**WHEREAS**, as part of the Parks Master Plan process, the Village conducted an extensive Community Survey in which Smaller Neighborhood Parks, Natural Parks and Preserves and Walking Trails all

scored highly; and

**WHEREAS**, the Village Council has consistently declared its preference for and desire to acquire and fund additional land for parks in the Village of Palmetto Bay.

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

**Section 1**. That the above recitals are incorporated as if set forth in full.

**Section 2.** The Village Manager is authorized and directed to take all actions necessary to coordinate the acquisition of the folio as described in Exhibit A.

**Section 3.** The Village Manager is further directed to bring back to the Village Council for review and approval any formal contracts, covenants or agreements, and before committing any funds in excess of his funding authority.

**Section 4.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** this 10th day of July 2023.

**ATTEST**: **VILLAGE OF PALMETTO BAY**

_____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 6/23/2023

| Property Information | |
|---|---|
| **Folio:** | 33-5028-005-1920 |
| **Property Address:** | |
| **Owner** | MIAMI-DADE COUNTY<br>WATER AND SEWER |
| **Mailing Address** | 3071 SW 38 AVE<br>MIAMI, FL 33146-1520 |
| **PA Primary Zone** | 2100 ESTATES - 15000 SQFT LOT |
| **Primary Land Use** | 8080 VACANT GOVERNMENTAL :<br>VACANT LAND - GOVERNMENTAL |
| **Beds / Baths / Half** | 0 / 0 / 0 |
| **Floors** | 0 |
| **Living Units** | 0 |
| **Actual Area** | 0 Sq.Ft |
| **Living Area** | 0 Sq.Ft |
| **Adjusted Area** | 0 Sq.Ft |
| **Lot Size** | 77,363 Sq.Ft |
| **Year Built** | 0 |




| Assessment Information | | | |
|---|---|---|---|
| Year | 2022 | 2021 | 2020 |
| **Land Value** | $1,469,897 | $1,237,808 | $1,083,082 |
| **Building Value** | $0 | $0 | $0 |
| **XF Value** | $0 | $0 | $0 |
| **Market Value** | $1,469,897 | $1,237,808 | $1,083,082 |
| **Assessed Value** | $1,310,529 | $1,191,390 | $1,083,082 |

| Benefits Information | | | | |
|---|---|---|---|---|
| Benefit | Type | 2022 | 2021 | 2020 |
| **Non-Homestead Cap** | Assessment Reduction | $159,368 | $46,418 | |
| **County** | Exemption | $1,310,529 | $1,191,390 | $1,083,082 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Taxable Value Information | | | |
|---|---|---|---|
| | 2022 | 2021 | 2020 |
| **County** | | | |
| Exemption Value | $1,310,529 | $1,191,390 | $1,083,082 |
| Taxable Value | $0 | $0 | $0 |
| **School Board** | | | |
| Exemption Value | $1,469,897 | $1,237,808 | $1,083,082 |
| Taxable Value | $0 | $0 | $0 |
| **City** | | | |
| Exemption Value | $1,310,529 | $1,191,390 | $1,083,082 |
| Taxable Value | $0 | $0 | $0 |
| **Regional** | | | |
| Exemption Value | $1,310,529 | $1,191,390 | $1,083,082 |
| Taxable Value | $0 | $0 | $0 |

| Sales Information | | | |
|---|---|---|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |

| Short Legal Description |
|---|
| 28 55 40 1.776 AC<br>CORAL REEF ESTS PB 65-4<br>TRACT A BLK 12<br>OR 10244-1093 1278 4<br>F/A/U 30-5028-005-1920 |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

**Implementing Order No.:** 8-4

**Title:** GUIDELINES AND PROCEDURES FOR THE SALE, LEASE, AND CONVEYANCE OF COUNTY REAL PROPERTY

**Ordered:** 2/1/2022 **Effective:** 2/11/2022

**AUTHORITY:**

Sections 125.35, 125.37, 125.379, 125.045 and 125.38, Florida Statutes, Sections 2-8.6.5 and 2-10.4.2 of the Code of Miami-Dade County, Florida, Resolution Nos. R-377-09, R-974-09, R-256-13, R-461-13, R-761-13, R-791-14, R-1000-14, R-333-15, R-64-16, R-380-17, R-407-19, R-365-21 and R-1121-21.

**SUPERSEDES:**

This Implementing Order supersedes and replaces Implementing Order No. 8-4 dated May 5, 2020 and effective May 15, 2020.

**POLICY:**

The authority to sell, lease or otherwise dispose of County-owned real property lies solely with the Board of County Commissioners ("Board"). Such sale, lease, or disposition shall be accomplished in a transparent manner, with adequate protections in place to ensure that the intended purpose of the sale, lease, or disposition, as approved by the Board, is met. Dispositions include the granting of easements.

It is further the policy of this County that it desires to contract to sell, lease or dispose of County-owned real property to responsible entities, and to know the ownership composition of all entities to whom it contracts to sell, lease or dispose of County-owned real property. The term "responsible entity" relates to the entity's financial condition, capability, experience, and past performance, and includes honesty and integrity, skill and business judgment, experience and capacity for performing under the contract, and previous conduct, including but not limited to, meeting its financial obligations. Analysis of previous conduct shall include but not be limited to consideration as to whether the requestor, or other entity in which the requestor has a controlling financial interest, was previously conveyed or leased County-owned property which was later the subject of an involuntary reverter or lease termination by the County. Determinations on responsibility are ultimately made by the Board of County Commissioners and, where the delegated authority exists to contract, by the County Mayor, and are fundamentally issues of business judgment and policy. The term "ownership composition" as used in this Implementing Order means the identification of all persons with an ownership interest in such entity in excess of five percent; provided, however, that the ownership composition of governmental entities or publicly traded companies does not need to be identified or determined. The County Mayor or the County Mayor's designee shall include this policy in any notice or solicitation issued for the sale or lease of County-owned real property.

Nothing in this Implementing Order shall be construed as limiting the authority of County Commissioners from sponsoring items for consideration by the Board of County Commissioners for the sale or lease of County-owned property.

This Implementing Order shall be applied in a manner that is consistent with applicable federal and state laws and regulations, including, but not limited to those laws, regulations and directives related to the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration program and HUD's requirements for the demolition and disposition of public housing developments as set forth in Section 18 of the United States Housing Act of 1937, as amended, and applicable regulations promulgated by HUD.

This Implementing Order shall supplement and also apply to conveyances or leases pursuant to the Miami-Dade County Infill Housing Initiative Program, as codified in section 17-171 et seq. of the Miami-Dade County Code and Implementing Order 3-44, which set forth procedures and guidelines for property disposition. To the extent that there is a conflict between the provisions set forth in this Implementing Order and Implementing Order 3-44, the provisions of this Implementing Order shall govern unless otherwise prescribed by Code or Statute.

**PROCEDURE INITIATING ACTION; APPLICATION, PROPERTY CIRCULATION, AND REVIEW OF RESTRICTIONS:**

Any government official, Department Director, or any private party, governmental entity, or corporation proposing the sale, lease or other disposition of County-owned real property shall abide by the procedures as set forth herein

The Department Director, other official, private party, governmental entity, or corporation is required to submit a memorandum or letter application to the County Mayor or to the County Commissioner of the district in which the property lies detailing all pertinent information regarding the proposal or request. The pertinent information for non-competitive conveyances shall include, but not be limited to, a disclosure under oath of the ownership composition of the requesting entity, and information sufficient to support a finding that the requestor is a responsible entity.

In the case of (1) any not-for-profit entity seeking the sale or lease of County-owned real property for community interest and welfare purposes pursuant to section 125.38, Florida Statutes, or (2) any entity requesting the sale or lease of County-owned real property for the construction of affordable housing pursuant to section 125.379, Florida Statutes, or (3) any entity requesting the sale or lease of County-owned real property for economic development under section 125.045, Florida Statutes, the requesting entity shall include in its letter application to the County, to the extent applicable: (i) an identification of the property requested by address and/or folio number; (ii) a detailed description of the proposed use of the County-owned real property and any development thereon, including how it meets the requirements of community interest and welfare or affordable housing purposes; (iii) an identification and a summary of the past experience of the requestor, the requester's key personnel, developer, and first-tier consultants and contractors; (iv) an estimate of the costs of construction and operation and the manner in which the requester intends to finance the development, operations and maintenance of the requested property, including proposed sources of funds and revenues; (v) the length of time the entity has been active and the number of employees; (vi) a proposed

schedule for the commencement and completion of any construction or renovation of the requested property, including development milestones, which may be used as a basis for lease termination or reverter provisions; and (vii) the proposed rental rate or purchase price, which, if nominal, shall include the asserted basis for the reduced payment rather than the payment of market value, market rent, or rent in lieu of taxes. In the event that the not-for-profit entity is requesting a conveyance, rather than a lease, it shall include in its application the specific basis for any compelling circumstances justifying a conveyance rather than a lease.

If the request and application is submitted to a County Commissioner, the Commissioner, after reviewing same, may determine whether they wish to move forward with the processing of the request. If the Commissioner seeks to proceed, the Commissioner shall forward, or cause to be forwarded, the request and application to the County Mayor who shall proceed with the process for disposition of County-owned real property as set forth in this Implementing Order.

If the request and application is not Commissioner-generated, the County Mayor, or the County Mayor's designee will review the request to determine if there is a need to refer the request to the Internal Services Department for further processing. If it is determined that there is such a need, the County Mayor or the County Mayor's designee will refer the request to the Internal Services Department or other successor department with the responsibility over property conveyances within ten days of receipt, and shall forward a copy of the request and application to the Commissioner of the district in which the property lies prior to forwarding the item to the Internal Services Department. The Internal Services Department, within five days of the referral of the request, will forward to appropriate departments and public agencies a questionnaire, with a response time of no more than ten days, to determine if there is planned use or anticipated need for the subject property, or if it could be declared surplus, and within 30 days of the referral of the request, will determine whether there are any restrictions or limitations contained in the deed, restrictive covenants, or other contracts that would preclude the conveyance of the County-owned real property or that would result in a significant financial impact to the County as the result of such conveyance (e.g. result in the repayment of grant funds) and, if so, whether the requesting entity can be made responsible for said financial impact to the County. The County Mayor or the County Mayor's designee shall prioritize any request made by the Miami-Dade Water and Sewer Department (WASD) or its successor department, for use or anticipated future use as WASD infrastructure (Resolution No. R-1121-21). The Internal Services Department will also determine whether the subject property is connected to or has access to a sanitary sewer system.

**INTERNAL SERVICES DEPARTMENT AND REGULATORY AND ECONOMIC RESOURCES DEPARTMENT:**

Based on the findings of the questionnaire concerning possible use of the property and its review of the contracts and restrictions pertaining to the property, the Internal Services Department will submit its findings and recommendations to the County Mayor or the County Mayor's designee within 15 days of the completion of the circulation and review of restrictions. Where there is no proposed use by a commenting County agency or department, the Internal Services Department shall immediately upon its receipt of the results of the questionnaire, forward the request or proposal to the Regulatory and Economic Resources Department ("RER"), or any successor department that oversees the County's planning functions, for its review and determination as to whether the

property is zoned consistent with the proper land use planning for the area or whether there should be a change in zoning on the subject property. The recommendation of RER shall be sent to the Internal Services Department within fifteen days of RER's receipt of the request or proposal to be sent to the Mayor's Office to be considered as part of the recommendation of the Internal Services Department. Nothing herein shall require a questionnaire or circulation for property that is to be leased pursuant to the authority set forth in section 125.35(b)(1) and (2), Florida Statutes.

**COUNTY MAYOR'S OFFICE AND REQUIREMENTS FOR MAYOR'S MEMORANDUM, NOTIFICATIONS, AND PROVISIONS IN LEASES AND CONVEYANCE DOCUMENTS:**

Whenever there is a valid proposed use by the commenting County agencies, the County Mayor or the County Mayor's designee will inform, in writing, the requesting party that the proposal has been reviewed and that the County Mayor has determined that the property cannot be declared surplus and conveyed or leased. In the case of a request or application that was referred to the County Mayor by a County Commissioner, a copy of such written notice to the requesting party shall be provided to the referring County Commissioner, along with a memorandum including the specific basis for the County Mayor's determination, along with written documentation from the requesting department setting forth its request for the property and specifying the intended need and proposed use of the requesting department. If a determination is made that the property can be declared surplus, and that there are no restrictions precluding the proposed lease or conveyance, then following the receipt of bids or proposals under a solicitation, or within 30 days of such determination for non-competitive conveyances and before the Board's consideration of a proposed sale or lease of County-owned real property, the County Mayor or the County Mayor's designee (i) shall perform due diligence necessary to determine whether or not the contracting entity is a responsible entity, and (ii) shall confirm the ownership composition provided by the requestor. Whenever there is a request or application that was referred to the County Mayor by a County Commissioner, the County Mayor shall, if the property can be declared surplus, prepare a memorandum within five days of such determination, addressed to the referring County Commissioner, attaching the request and application by the requesting entity, and setting forth: (i) whether the terms and conditions set forth in the application for sale or lease of County-owned property meet the requirements of community interest and welfare or affordable housing purposes; (ii) whether there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant; (iii) the ownership composition of the proposed purchaser or tenant; (iv) the market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market value less than $5,000,000.00, the value set forth in the property appraiser's website (Resolution No. R-333-15); (v) with respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased; and (vi) the identification of the department and the person who will be monitoring compliance with the terms of the lease or deed.

The Commission Auditor shall independently and simultaneously review and comment on the proposed leasing and conveyance of County property prior to the submission of an agenda item or agenda items to the Board. No agenda item shall be placed on an

agenda of the Board without the foregoing reviews by the County Mayor or Mayor's designee, subject to the exception set forth herein, and the Commission Auditor.

If a County Commissioner requests to sponsor an item for sale or lease of County-owned real property as a Commissioner-sponsored item rather than a Mayoral-sponsored item, the County Mayor or the County Mayor's designee shall nevertheless be responsible for negotiating the final proposed contract on behalf of the County and the aforementioned memorandum to the referring County Commissioner shall be attached to any Commissioner-sponsored resolution presented to the Board for consideration and approval. In all other instances which do not involve Commissioner requests, upon receipt by the County Mayor of the recommendations from the Internal Services Department, the County Mayor shall determine whether to forward a recommendation to the Board for its approval of said conveyance without competitive process where otherwise legally allowed or, following a competitive process for the sale or lease of the property in question, a recommendation for its approval of said conveyance, or take any other action or make any other recommendation. If the agenda item for said conveyance is not sponsored by the district commissioner of the district in which the real property proposed to be sold or leased is located or, in the case of multiple properties across multiple districts, when the item is not sponsored by a commissioner of any of the districts in which the properties are located, then a two-thirds vote of Board members present shall be required to approve said item for the sale or lease of County-owned real property or properties. The two-thirds vote requirement shall not apply to property located at Miami International Airport, PortMiami, and to property designated as a terminal or facility of countywide significance, nor shall it apply in the event that there is a recusal of such district commissioner from participating prior to or at the Board meeting when the item is considered.

If at the conclusion of the verification period set forth herein, the aforementioned timelines have not been met, a commissioner can thereafter bring an item forward for consideration by the Board to approve the conveyance or lease of real property as a Commissioner sponsored item without the necessity of seeking a waiver of this Implementing Order.

When applicable, the County Mayor or the County Mayor's designee shall comply with the following procedures:

(i) Prior to placing any item on an agenda of this Board or any committee of this Board for the sale, lease or surplus of County-owned property, or the issuance of any request for proposal or expression of interest regarding same, the County Mayor or the County Mayor's designee shall provide no less than four weeks' written notification to the District Commissioner in which such property lies (Resolution No. R-380-17);

(ii) Prior to placing any item on a Board agenda for a lease with a proposed tenant that provides programs or services to children and/or developmentally disabled individuals, the County Mayor or the County Mayor's designee shall perform a national criminal background check of the tenant, its principals, and their spouses, parents and children that will be working at the property, and report any adverse findings to the Board along with any recommendation to approve the lease (Section 2-8.6.5 of the Miami-Dade County Code);

(iii) In the event that the value of the property being sold is reasonably estimated to exceed $5,000,000.00, the County shall have the property appraised by two real estate appraisers holding an M.A.I designation prior to placing an item on an agenda, unless waived upon written recommendation of the County Mayor upon a finding that it is in the best interest of the County to do so. (Section 2-10.4.2 of the Miami-Dade County Code);

(iv) Prior to consideration by the Board or any committee of the Board of any proposed conveyance or lease without competitive bidding, pursuant to sections 125.045, 125.379 or 125.38, Florida Statutes, written notification shall be provided to the public by either (i) publication in a newspaper of general circulation or in a newspaper distributed in the locality where the subject property lies; (ii) mailed written notice to all property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll as updated, within a one-half mile radius of the subject property; or (iii) posting such notice on the subject property in a manner conspicuous to the public, by a sign or signs containing the required written notice information. The required written notice to the public required herein shall, at a minimum, contain the following information: (i) an identification of the subject property by address, folio number, and size; (ii) the date, time and location of any scheduled meeting of the Board or any committee of the Board regarding the sale or lease of the subject property; and (iii) a description of the proposed sale or lease including the recipient, intended use, and nature of the project or proposed construction. The cost of such notice shall be borne by the entity requesting the sale or lease, of County-owned real property, except in the case of substantial hardship which shall be determined in the discretion of the County Mayor or the County Mayor's designee (Resolution No. R-407-19); and

(v) All contracts, leases, and agreements, except those with other governmental entities, must be executed by the other party before submission to the Board.

**LEASE AND DEED REQUIREMENTS AND RESTRICTIONS, REVERTER AND TERMINATION:**

All leases, deeds and other disposition documents of County-owned real property, as applicable, shall:

(i) Include deadlines, milestones or other firm time periods by which the purpose of the sale, lease or disposition must be effectuated;

(ii) In the event that property is conveyed or leased for less than appraised value or fair market rental, include an automatic reverter clause or an automatic lease termination clause if the purpose of the sale or lease is not effectuated within the period specified in the lease or deed (Section 2-8.6.5 of the Miami-Dade County Code), relevant milestones are not met, which may include but not be limited to obtaining permits, commencement of construction and completion of construction, public use is not maintained, or a payment and performance bond or alternative security, as required by the lease or deed, are not provided prior to commencing construction (Resolution No. R-461-13). The lease or deed shall further provide that such automatic reverter or termination shall be at no additional cost to the County, and the County shall not be required to pay any

compensation to the entity in connection with the reverter or lease termination (Resolution No. R-1000-14). In the event that an automatic reverter or automatic lease termination is not included, a specific basis for not including same shall be set forth in the item presented to the Board, and at a minimum, language in generally the following form shall be included in the deed restrictions (as modified for lease termination):

> If in the sole discretion of the County, any term of this Deed is not complied with, ENTITY shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If ENTITY fails to remedy such default within thirty (30) days, title to the subject property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default. In the event of such reverter, ENTITY shall immediately deed such property back to the County, and the County shall have the right to immediate possession of the property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by ENTITY. The County retains such reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the property, ENTITY agrees that any defenses based upon the County's delay or failure to exercise the right of reverter are hereby waived.

Nothing in this section shall prohibit the County Mayor or the County Mayor's designee from including reverter language in leases or deeds for market rent or market value, provided, however, that it is not mandatory to do so;

(iii) Include a provision requiring Board approval of any transfer or assignment of the property to an unaffiliated entity in any deed or lease for less than fair market value or rental to a not-for-profit entity pursuant to section 125.38, Florida Statutes (Resolution No. R-1000-14);

(iv) Include a minimum rental payment in lieu of taxes in the event that tax exempt status is achieved by a not-for-profit entity, unless a hardship or other substantial reason exists for foregoing such payment (Resolution No. R-256-13);

(v) Include a termination or suspension provision in the event that an emergency situation arises wherein the property is needed by the County for an emergency public purpose (Resolution No. R-64-16);

(vi) With respect to all leases or deeds which require development of the property, include deadlines, timeframes and milestones, including, at a minimum, a date upon which permits must be obtained, a date upon which construction must commence, and a date upon which construction must be completed. Further, such leases and deeds shall include appropriate protection for County-owned property, or property in which the County retains a reversionary interest, including but not limited to a payment and performance bond or other form of alternative security, adequate insurance as determined by the Risk Management Division, and a letter of credit or other adequate security to ensure completion of the development, and if necessary, to clear any liens improperly placed upon the property, to pay delinquent taxes, or to address any costs or expenses in the event of reversion or lease termination, and including a provision that all liens shall remain the responsibility of the entity from whom the property was reverted;

(vii) Include appropriate insurance requirements after providing relevant provisions of the proposed lease or deed to the Risk Management Division for review of form and content to provide recommended insurance protection;

(viii) Include a provision requiring the entity to provide proof to the County on an annual basis that the property taxes have been satisfied;

(ix) Include a provision requiring the entity to provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in the lease or deed;

(x) Include a provision that any third-party mortgages allowed under the terms of the lease or the deed shall be subordinate to the interest of the County, and that all proceeds received from the mortgage loan shall be reinvested into the property; and

(xi) If the subject property is within the Urban Development Boundary, include a provision requiring that the property owner must connect to the sanitary sewer system by a certain deadline if the property is not currently connected unless the property is non-buildable, or the conveyance is to a governmental or not-for-profit entity for public uses that do not require sanitary sewer system, and including a provision prohibiting development without providing such access (Resolution No. R-365-21).

**MONITORING:**

All items for the sale or lease of County property submitted to this Board shall include the appointment of a department monitor and shall include the name of the individual appointed to monitor compliance with the provisions of the deed or lease. The County Mayor or the County Mayor's designee shall monitor the payment of real estate taxes on all properties conveyed by deed or lease and shall request the Miami-Dade County Tax Collector to provide them with duplicate annual tax notices (Resolution No. R-377-09). In the event of a tenant's noncompliance with the lease the County Mayor or the County Mayor's designee shall send a written notice of termination of the lease no later than five days after the event giving rise to such termination. In the event of grantee's

noncompliance with the deed restrictions, the County Mayor or the County Mayor's designee shall record a notice of reverter or similar instrument in the public record within five days of the event giving rise to the exercise of the County's reversionary interest. The failure of the County Mayor or the County Mayor's designee to send such notice of termination or record such notice of reverter will not be construed as a waiver of the County's rights under the lease or deed to avail itself of its remedies against the tenant or grantee, unless otherwise set forth in the lease or deed.

The County Mayor or the County Mayor's designee shall, on a quarterly basis, provide a report to this Board identifying any properties which are in non-compliance or default status, the nature of the non-compliance and the amount of time such property has been in non-compliance, any steps which have been taken to enforce compliance, available remedies, and recommendations. Such report shall also identify any properties which are 30 days away from approaching a milestone or potential event of default, and any properties that have reverted, or that the lease has been terminated, due to non-compliance. The County Mayor or the County Mayor's designee shall place the completed report on an agenda of the Board or a committee of the Board in accordance with Ordinance No. 14-65, and shall attach any recorded notice of termination, or notice of lease termination.

**FINAL ACTION:**

If the lease or conveyance of County-owned real property is approved by the Board, the Internal Services Department or successor department will take the necessary steps to conclude the transaction and to undertake any necessary responsibility review for subsequently identified purchasers or tenants.

Thereafter the fully executed documents will be returned to the Clerk of the Board for custody. The County Mayor or County Mayor's designee will notify the Risk Management Division of all contracts accepting liability on behalf of the County or requiring either the County or the other party to provide insurance coverage. The County Mayor or the County Mayor's designee shall record all instruments of conveyance in which the County retains an interest in the Public Records of Miami-Dade County and provide a copy of the instrument to the Clerk of the Board within 30 days of execution so that the Clerk may attach and permanently store a recorded copy of the instrument together with the authorizing resolution (Resolution No. R-974-09). All leases and operating agreements shall be provided by the County Mayor or the County Mayor's designee to the Property Appraiser's office within 30 days of execution of same (Resolution No. R-791-14).

**OTHER PUBLIC AGENCIES:**

If property owned by the County is desired by another governmental agency for a governmental public purpose, and it is determined by the Board that the property is not needed by the County for such use, it may be conveyed at a nominal cost. It is not required for such governmental agency to execute the lease, contract, or other agreement prior to placing an item on a Board agenda. Any conveyance of a road or portions thereof to a governmental entity shall include a specific provision that such road cannot be closed without approval by the Board (Resolution No. R-461-13).

**COMPETITIVE SOLICITATIONS:**

To insure the County against unnecessary processing expense, an earnest money deposit is to be deposited the Internal Service Department or successor department, in each case only as and if required by the applicable solicitation documents, by all private parties or corporations submitting a bid or proposal in response to a solicitation for the sale or lease of County property.

**AGENDA ITEM NO. 13.E**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Litsy Pittser, Procurement |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING METRIC ENGINEERING, INC., TO CONDUCT A TREE INVENTORY FOR DISTRICT 1 AND UPDATE THE GIS SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH THE COMPANY, IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Reso-Tree Inventory & GIS System District 1
Exhibit A-Recommendation
Exhibit B-ITB-2023-11-008 -Tree Inventory-District 1
Exhibit C-Bid Opening
Exhibit D-Metric Engineering Bid
Exhibit E-Davey Bid

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING METRIC ENGINEERING, INC., TO CONDUCT A TREE INVENTORY FOR DISTRICT 1 AND UPDATE THE GIS SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH THE COMPANY, IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00); AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village received a grant from the Florida Department of Agriculture and Consumer Services (FDACS) to conduct an inventory of trees and update the GIS system, and

**WHEREAS,** the Village published an Invitation to Bid (ITB) # 2023-11-008 a "Tree Inventory – District 1" on June 6th, 2023, and

**WHEREAS**, the Village received a total of (2) bids on June 22, 2023, and

**WHEREAS,** Metric Engineering, Inc. was the lowest, most responsive responsible bidder.

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

**Section 1.** The Village Manager is hereby authorized to execute a contract with Metric Engineering, Inc. to conduct an inventory of trees throughout District 1.

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this 10th day of July 2023.

Attest:

_____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**Village of Palmetto Bay**
**Procurement Division - Procurement Action**
**AWARD RECOMMENDATION**

**To:** Mr. Nick Marano, Village Mananger

**From:** Litsy C. Pittser, Procurement Specialist

**Date:** 6/23/2023

**ITB#:** ITB# 2023-11-008 **Item/Service:** Tree Inventory - District 1

Attach please find the tabulation and score sheets

**I. Procurement Comments:**

There was a total of (2) bids received. Metric Engineering, Inc. was the lowest most responsive responsible bidder.

**II. Recommendation:**

a. Which bid is being recommended? Metric Engineering, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes _X_ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes _X___ No ____(Not Applicable)

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held July 10, 2023.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

**4.10**

# Bid Sheet – Place in Front of Bid Package

## Tree Inventory – District 1

| Description | COST PER UNIT |
|---|---|
| Trees not previously inventoried | $ 9.25/tree |
| Updating/Deleting existing tree records from GIS | $ 8.90/tree |
| Recording potential tree planting space on streets, medians, and public spaces | $ 0.50/suitable planting space identified |

- Inventory must be completed no later than November 30, 2023.

Company Name: Metric Engineering, Inc.

Contact Person: Ryan St. George, MS

Email address: Ryan.Stgeorge@metriceng.com

Phone Number: (954) 668-8244

**END OF SECTION**

4.10

# Bid Sheet – Place in Front of Bid Package

## Tree Inventory – District 1

| Description | COST PER UNIT |
|---|---|
| Trees not previously inventoried | $ 12.00 |
| Updating/Deleting existing tree records from GIS | $ 11.50 |
| Recording potential tree planting space on streets, medians, and public spaces | $ 11.00 |

- Inventory must be completed no later than November 30, 2023.

Company Name: Davey Resource Group, Inc.

Contact Person: Shirley Vaughn, Business Developer

Email address: shirley.vaughn@davey.com

Phone Number: 330-639-8274

**END OF SECTION**

## Invitation to Bid

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

**TITLE:**

TREE INVENTORY – DISTRICT 1

**ITB NO.:**

**2023-11-008**

**DUE DATE:**

**Thursday, June 22nd 2023** **on or before 3:00 p.m. EST**
**Municipal Building**

**ISSUED: Tuesday, June 6th 2023**

## CONTACT PERSONS:

Director of Public Services
Dio Torres
Village of Palmetto Bay
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)**

**No. 2023-11-008**

## Tree Inventory - District 1

The Village of Palmetto Bay, Florida received a grant from Florida Department of Agriculture & Consumer Services (FDACS) to conduct inventory of all the trees in District 1 and update the Village's GIS system. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday the 22nd day of June 2023** (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website http://www.palmettobay-fl.gov under Bids&RFP's. Documents shall be available on **Tuesday, June 6th, 2023**, at 9:00am. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "Tree Inventory – District 1" ITB # 2023-11-008". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser, in writing at LPittser@palmettobay-fl.gov .

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

## SECTION 2.0: Introduction

The Village of Palmetto Bay is seeking bids from qualified contractors to prepare or update the Village's Urban Forestry data. The project will entail walking the Village's streets, medians, and public spaces to obtain or update the data of the trees and palms.

The objective for this project is: Complete a tree inventory in Palmetto Bay of District 1 generally located from SW 136th Street to SW 152nd Street between South Dixie Highway and Old Cutler Road. There are approximately 9,000 trees to be entered into our current GIS system with the following information:

- Tree species
- Trunk diameter at breast height (DBH)
- Tree height
- Canopy area
- Health condition
- Overhead utilities
- GPS location

The Village is using Esri's ArcGIS Online to house all its GIS data, web maps, and GIS web applications. Additionally, field crews will need to use the "ArcGIS Field Maps" mobile application to input and/or update any GIS data. ArcGIS Field Maps integrates directly with ArcGIS Online and will allow for seamless data editing/updating of the existing tree inventory (this will be much more efficient than collecting all new tree data and overwriting or merging with previous years' data).

**END OF SECTION**

## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and who's Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

**Examination of Site**

**3.01.1** Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize himself with federal, state and local laws,

ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

3.01.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.01.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

### 3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours

of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquiries must be received by Friday, June 16th, 2023, no later than 3:00pm.

**3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

**3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### 3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### 3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### 3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### 3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### 3.14 Accounting
The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

### 3.15 Statement of Contract Disqualifications
Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### 3.16 Submittal of One Bid Only
No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### 3.17 Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

### 3.18 Non-Appropriation of Funds
The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### 3.19 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### 3.20 Contract Time
The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

### 3.21 Liquidated Damages
Provisions for liquidated damages are set forth in the Contract.

### 3.22 Litigation
All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

### 3.23 Sub-contractors
If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer

does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

### 3.24 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### 3.25 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship.

#### 3.25.1 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered

by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

### 3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

### 3.27 Force Majeure

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

### 3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### 3.29 Bid Guaranty – Not Applicable

~~Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding $50,000.00 a bid guaranty is not required.~~

~~The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.~~

## 3.30 PERFORMANCE AND MAINTENANCE BONDS – Not Applicable

~~Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding $50,000.00 a performance and maintenance bonds are not required.~~

~~a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.~~

~~b. A Labor Payment Bond~~

## 3.31 WARRANTIES

The Contractor shall provide the Village will all applicable express and implied warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to the materials supplied.

**(End of Section)**

## SECTION 4.0: Scope of Services

Summary

The Village is accepting proposals from qualified contractors to prepare (up-date) the Village's Urban Forestry data. This project entails walking the Village's streets, medians, and public spaces to add/up-date data on the trees and palms into the Village's GIS system.

Goal

The goal of this project is to up-date and add new plantings within District 1 of the Village. The Urban Forest inventoried database currently contains about 9,000 trees +/-. The new inventory should be provided to the Village as follows:

SCOPE OF WORK:

Complete a tree inventory in Palmetto Bay of District 1 generally located from SW 136th Street to SW 152nd Street between South Dixie Highway and Old Cutler Road. There are approximately 9,000 trees to be entered into our current GIS system with the following information:

- Tree species
- Trunk diameter at breast height (DBH)
- Tree height
- Canopy area
- Overhead utilities
- GPS location
- Tree identifier number
- Street on which the tree resides.
- Land Use (Street, Park, Median)
- Sidewalk or Driveway conflicts between tree roots and infrastructure.
- Condition class, health (Good, Fair, Poor, Dead).
- Condition class structure (Good, Fair, Poor, Dead).
- Identify location for future plantings of trees.

These are the devices compatible with the Village's GIS system:

- EOS Arrow Lite (https://eos-gnss.com/products/hardware/arrow-lite)
- Trimble TDC600 (https://www.neigps.com/shop/trimble-tdc600/)
- Bad Elf GNSS Surveyor (https://bad-elf.com/pages/be-gps-3300-detail)
- Or similar hardware which can achieve sub-meter stationary accuracy and can directly integrate with Esri's ArcGIS Field Maps web application either natively or through a connected mobile device for online editing of a feature layer hosted in the Village's ArcGIS Online platform."

Expected Outcome

The primary goal for this project is to have a new and accurate Urban Forestry inventory from which the Village can build a management plan and have this data integrated with the Village's GIS system currently in use.

Timetable for this Project

The first phase of this project for this year is District 1 with other districts to follow in the future. The timeline for completion of this project is no later than November 30, 2023.

**4.9**

**TRENCH SAFETY**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

| | TRENCH SAFETY MEASURE (DESCRIPTION) | UNITS OF MEASURE (LF, SY) | UNIT (QUANTITY) | UNIT COST | EXTENDED COST |
|---|---|---|---|---|---|
| A. | | | | | |
| B. | | | | | |
| C. | | | | | |

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission**.

**4.10**

# Bid Sheet – Place in Front of Bid Package

## Tree Inventory – District 1

| Description | COST PER UNIT |
|---|---|
| Trees not previously inventoried | $ |
| Updating/Deleting existing tree records from GIS | $ |
| Recording potential tree planting space on streets, medians, and public spaces | $ |

- Inventory must be completed no later than November 30, 2023.

Company Name: _____

Contact Person: _____

Email address: _____

Phone Number: _____

**END OF SECTION**

## SECTION 5

## 5.00 Bid Submission Requirements

**BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST June 22nd, 2023.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section*:**

Introduction letter with contact information
Years in Business
Lead team information
Section 8 (Required Proposal Forms)
Bid Form
Trench Safety Acknowledgement
Addendum Acknowledgement
E-Verify Affidavit

**Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

**END OF SECTION**

## SECTION 6.0: Evaluation and Selection Criteria

### 6.00 Evaluation Criteria

**EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities, and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

**END OF SECTION**

## SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

| Proposal Phase | Date | Location | Time (If Applicable) |
|---|---|---|---|
| ITB is advertised and issued by Village | Tuesday, June 6th, 2023 | Posted on Daily Review and Villages' Website | |
| Last day to Submit Questions | Friday, June 16th, 2023 | Via Email to Lpittser@palmettobay-fl.gov | 3:00 pm |
| Proposal Submission Date | Thursday, June 22nd, 2023 | Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157 | 3:00pm |
| | | | |

### 7.01 Contract Award

**A. Bid Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. **Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Contractor) shall execute a written contract with the Village after notice of award has been sent by mail to the address reflected on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

Continued Next Page

**D. Insurance Requirements.**
The Company shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**
The Company must have a valid Florida issued business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**
The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**
The contract term commences after the contract has been fully executed and a purchase order has been generated, the completion of this project shall be no later than November 30,2023.

**END OF SECTION**

## SECTION 8.0: Required Bid Submittal Forms

### DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

## SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

| Classification of Work | Sub-contractor Name | Address | Telephone and Fax |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**REFERENCES**

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

# FORM

Solicitation Information: Tree Inventory – District 1
Invitation to Bid No. 2023-11-008

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

**Contracted Services Information:**

Scope of Work:

_____
_____
_____
_____
_____

Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted
services? ____ Yes ____ No
If you responded no to any of the above please provide details:

_____
_____
_____
_____

**Comments:**

_____
_____
_____
_____
_____
_____
_____

Name of Public Entity/Company:

_____

Name of Individual completing this form:

_____

## ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

.

# NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

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

A. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

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

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

*(print individual's name and title)*

for:

_____

*(print name of entity submitting sworn statement)*

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

*(If the entity has no FEIN, include the Social Security Number* of the individual signing this sworn statement: _____-_____-_____.)

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

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

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**
**(COMPANY *I* BIDDER DISCLOSURE)**

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

*Federal Employer Identification Number (If none, Social Security Number)*

_____

Continued Next Page

*Name of Entity, Individual, Partners or Corporation*

_____

*Doing Business As (If same as above, leave blank)*

_____

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

   Full Legal Name Address Ownership

   _____%

   _____%

   _____%

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

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

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

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We_____ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# **2023-11-008**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

**VILLAGE OF PALMETTO BAY**
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

# E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ____
   b. NO ____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

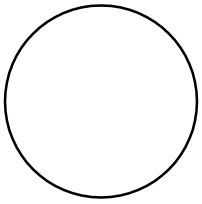
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Continued Next Page



Signed and sworn to (or affirmed) before me, this the_____day of_____, 20____.

My Commission Expires: _____

_____

Seal Notary Public

NHCS – E-Verify 081815

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

**Employer identification number**
[ ][ ] – [ ][ ][ ][ ][ ][ ][ ]

## 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 on page 3.

**Sign Here** **Signature of U.S. person** ▶ **Date** ▶

## General Instructions

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

**Future developments**. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**
**NOTICE OF INTENT TO AWARD**

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Tree Inventory – District 1**
ITB No. 2023-11-008 in accordance with Contract Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**SECTION 10.0: Exhibits**

**Contract for:** Tree Inventory – District 1

**Between the Village of Palmetto Bay, Florida and** _____

THIS Contract is made and entered into as of the _____day of _____ 20_____, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and_____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on_____; and

WHEREAS, the Company submitted a Proposal dated_____, in response to ITB# 2023-11-008; and

WHEREAS, the Village Council, at a meeting held on _____, accepted the Company to take tree inventory, enter and update the Village's GIS System for District 1 of Palmetto Bay and the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

**TABLE OF CONTENTS**

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
5. Contract Price
6. Construction Supervision/Reports
7. Notices
8. Termination
9. Indemnification

10. Insurance/Bonds
11. Modification Amendment
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15. Prohibition Against Contingent Fees
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18. Caption and Paragraph Heading
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20. Counterparts
21. Preservation of Village Property
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23. Immigration Act of 1986
24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
27. Severability
28. E-Verify
29. Warranty

**Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. (i) ITB# 2023-11-008 issued by the Village

C. (ii) Bid Sheet submitted by the Company showing breakdown of costs.

**Article 2. Scope of Work**

1. The Work is generally described as follows:

Complete a tree inventory in Palmetto Bay of District 1 generally located from SW 136th Street to SW 152nd Street between South Dixie Highway and Old Cutler Road. There are approximately 9,000 trees to be entered into our current GIS system with the following information:

- Tree species
- Trunk diameter at breast height (DBH)
- Tree height
- Canopy area
- Health condition
- Overhead utilities
- GPS location
- Additional specifications stated under ITB# 2023-11-008.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with ITB# 2023-11-008. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3.The Company represents and warrants to the Village that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the Village: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on ITB# 2023-11-008.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for

proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the Proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

**Article 3**. **Qualifications**

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

**Article 4. Term/Construction Schedule**

The term of this Contract shall commence upon the issuance of a purchase order and the full execution of this Contract and shall remain in effect until the Work has been completed which is no later than November 30, 2023.

**Article 5. Contract Price**

The Contract price shall include all Work necessary for the proper execution and completion of the Project. Based on the Contractor's bid the total amount is _____ ($_____).

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

**Article 6. Construction Supervision/Reports**

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dio Torres, Director of Public Service.

(B) The Project Manager for the Company is _____ (name and contact information). The Project Manager shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

**Article 7 Notices**

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

| Village: | Company: |
|---|---|
| Nick Marano | Owner/Principal |
| Village Manager | Title |
| Village of Palmetto Bay | Company Name |

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Address1
Address2

## Article 8 Termination

### A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

### B.Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

### C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the

amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (I0) days of written demand by the Village.

## Article 9 Indemnification

A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.

B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate

court. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

## Article 10 Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

(B)

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

## Article 11 Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

## Article 12 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

## Article 13 Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

## Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

## Article 15 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## Article 16 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

## Article 17 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

## Article 18 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

## Article 19 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

## Article 20 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

## Article 21 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

## Article 22 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

## Article 23 Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

## Article 24 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

## Article 25 Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing

such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.\

**Article 26 Public Records**

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found https:// www.flsenate.gov/Laws/Statutes/2020/0119.0701.

**Article 27 Severability**

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

**Article 28 E-Verify**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**Article 29 Warranty**

The Contractor shall provide the Village will all applicable express and implied warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that

the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to the materials supplied.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

| | |
|---|---|
| _____ | _____ |
| Nick Marano, Village Manager | Owner/Principal, Title |

Attest:

_____

Missy Arocha

Village Clerk

APPROVED AS
TO FORM

_____

Village Attorney
John C. Dellagloria

**VILLAGE OF PALMETTO BAY**

**BID OPENING**
**INVITATION TO BID (ITB) #2023-11-008**
**TREE INVENTORY – DISTRICT 1**

**THURSDAY, JUNE 22, 2023 – 3:00 PM**

---

**Bidder:**

(1) Metric Engineering, Inc.

(2) Davey Resource Group

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

(8) _____

(9) _____

(10) _____

**Opening conducted and verified by:**

_____
Missy Arocha
Village Clerk

June 22, 2023 @ 3:01 PM
Date/Time

VILLAGE OF PALMETTO BAY INCORPORATED 2002

Witnesses:

_____

Print Name: Dienesha Hall

_____

Print Name: Litsy Pittsen

ITB No: 2023-11-008

Village of Palmetto Bay

# Tree Inventory District 1



**Proposal Due:**
June 22, 2023

metric

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metric

# Tab 1

## Bid Form

**4.10**

# Bid Sheet – Place in Front of Bid Package

## Tree Inventory – District 1

| Description | COST PER UNIT |
|---|---|
| Trees not previously inventoried | $ 9.25/tree |
| Updating/Deleting existing tree records from GIS | $ 8.90/tree |
| Recording potential tree planting space on streets, medians, and public spaces | $ 0.50/suitable planting space identified |

- Inventory must be completed no later than November 30, 2023.

Company Name: Metric Engineering, Inc. _____

Contact Person: Ryan St. George, MS _____

Email address: Ryan.Stgeorge@metriceng.com _____

Phone Number: (954) 668-8244 _____

**END OF SECTION**

metric

# Tab 2

## Introduction Letter with Contact Information/ Years in Business

## INTRODUCTION LETTER WITH CONTACT INFORMATION

June 22, 2023

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

Re: Tree Inventory – District 1, ITB NO.: 2023-11-008

To Whom it May Concern,

Metric Engineering (Metric) is pleased to submit our response to the above-referenced Invitation to Bid (ITB) for District 1 Tree Inventory advertised on June 6th by the Village of Palmetto Bay's Procurement Division. Metric's dedicated environmental services group very much appreciates the Village's proactive desire to carefully track and manage its urban forest and we are excited at the opportunity to collaborate with the Village to complete this important initiative.




Metric Engineering was founded in Miami in 1976 **(47 Years in Business)** on the principle of providing personalized consulting engineering services. Today we have grown to be one of the top consulting engineering firms in the State of Florida specializing in civil and transportation projects. In 2010, Metric's Environmental Department was established in Miami to provide environmental support for our wide array of engineering projects. Since 2010, our environmental department has grown into a State-wide full-service team providing a complete line of specialized environmental services (including the tree inventory and GIS services requested in this ITB) for a diverse mix of private and public agency clients. In addition, we have a unique vested interest in this project as our Executive Vice President is a long-time resident of the Village, so there is extra incentive to deliver a top-quality product on-time and in budget.

Our proposed technical approach involves utilizing the latest software, equipment, science, and industry-standard best management practices to gather and update the required tree resource data in the format specified in the ITB. We will deploy a local team well-versed in South Florida landscapes and tree resources to collect the data. Our team will use ESRI's ArcGIS Online platform and the Field Maps mobile application to seamlessly update the Village's existing inventory geodatabase, thus ensuring accuracy and compatibility with the existing data. Metric's team has been utilizing ESRIs new Field Maps application for two years since learning of the predecessor (ArcGIS Collector) being retired in favor of Field Maps, so our entire team is well-versed and comfortable with GPS data collection using Field Maps on an android® interface with Bluetooth® GPS receiver. In addition, we recently completed a comprehensive GIS-based inspection project of a similar scale throughout Miami-Dade and Monroe Counties for FDOT using the exact same methods proposed by the Village, so our team is ready to "hit the ground running" and will be able to operate efficiently from the start.

Our inventory team includes three consulting arborists with multiple professional certifications who will lead and oversee the effort. They will be supported by a group of talented environmental scientists and technical professionals who will assist with data collection to ensure work is complete within the indicated time frame. To ensure the accuracy and completeness of the tree inventory, our team will employ practiced and proven quality control (QC) measures. Our inventory crew leader will cross-verify and validate the collected data while in the field, ensuring that all necessary information, such as tree species, trunk diameter at breast height (DBH), tree height, canopy area, health, condition, overhead utilities, and GPS coordinates are accurately recorded, and our senior arborists/managers will provide final QC reviews to ensure the data is complete and accurate prior to approving each submittal.

We understand the operational protocols and standards of the local tree preservation regulatory agencies (i.e. Miami-Dade County – DERM), and guarantee the data collected by our team will be found accurate and representative of the inventoried resources at the time of collection, and also suitable for any permitting or appraisals as desired by the Village. Our GIS capabilities include custom web-app development and complex analyses which greatly exceed the what is being requested in this ITB, so our expertise may provide added value in our ability to update not just the existing tree resource data, but also the web interface and platform if desired for tracking, project management, or public access.

Metric Engineering's commitment to delivering exceptional results extends beyond the completion of the project. Our project management approach is built on a foundation of communication and trust and yields lasting relationships. We can provide support and training to Village staff if needed, enabling them to interpret, utilize, and maintain the updated tree inventory geodatabase effectively and efficiently in the long term. Given the Village's clear desire to maximize the value of its urban forest assets, we can also assist in any future related initiatives like gaining Tree City USA recognition with the Arbor Day Foundation,

In closing, we are confident that Metric Engineering possesses the perfect combination of expertise, resources, and understanding of needs required to successfully deliver the requested tree inventory and geodatabase updates for the Village of Palmetto Bay. We appreciate the opportunity to submit our bid and look forward to the possibility of working together to further the Village's urban forestry management goals.

Metric Engineering, Inc.

Ryan St. George, M.S.
Metric Engineering Project Manager

Robert Linares, P.E.
Executive Vice President of Transportation

## CONTACT INFORMATION

LOCATION OF RESPONSIBLE OFFICE:
13940 SW 136th Street
Miami, FL 33186

PRIMARY CONTACT/PROJECT MANAGER:
Ryan St. George, MS
(954) 668-8244
Ryan.StGeorge@metriceng.com

metric

# Tab 3

## Lead Team Information

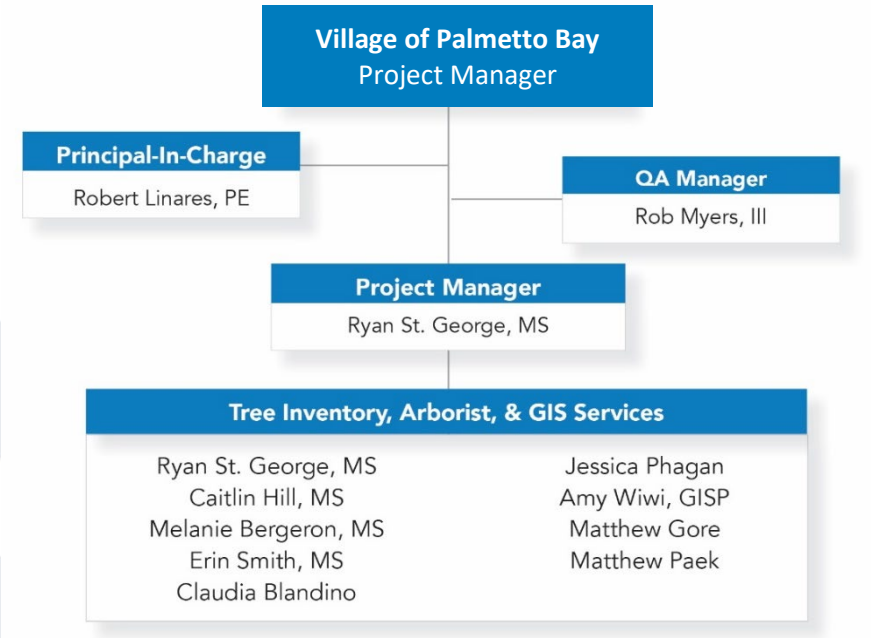
## LEAD TEAM INFORMATION

Metric boasts a large pool of professionals and administrative support staff who are available for this environmental contract, including more than 200 members from our South Florida offices. On average, Metric employees have been with the company for 17 years, which means that the staff who are proposed for this contract will most likely be with Metric for the duration of the contract.

We have in inventory or on-demand the vehicles, field equipment, technology hardware, software systems, and supplies needed to provide comprehensive, premium quality, and cutting-edge Environmental services to the Village of Palmetto Bay, with no delays associated with acquisition, implementation, or operation.

### Key Staff

Below is an organizational chart of our proposed key staff, followed by staff bio's that indicates each staff members' education and experience.




### Contract/Project Manager – Ryan St. George, MS



Education: M.S., Marine Biology, Nova Southeastern University (2015)
B.S., Wildlife Biology & Management., University of Rhode Island (1999)
Professional Registrations:
SWS Professional Wetland Scientist (PWS) Cert. No. 1998
FDEP Certified Stormwater, Erosion & Sedimentation Ctrl Instructor No. 38023
ISA Certified Arborist (CA) Cert. No. FL-9701A
LIAF Certified Landscape Inspector (CLI), Cert. No. 2013-129
ISA Tree Risk Assessment Qualification (3/2027)
FNGLA – Certified Landscape Maintenance Technician No. T92-00557
FDACS licensed restricted use herbicide applicator No. CM24955
PADI Scuba Certifications Advanced, Rescue/First Aid, Nitrox
Am. Acad. Underwater Sciences Scientific Diver Training – 2003

Our proposed Contract/Project Manager (PM) for this contract is *Ryan St. George, MS*. Mr. St. George has 20 years of experience providing contract oversight, landscape/arborist services, natural resource survey, regulatory code interpretation, environmental permitting, and construction compliance inspections which enables him to deliver environmental support at any stage of a development project. He is ideally suited to provide environmental support for the Village through this contract due to his familiarity with their environmental needs, knowledge of the area, broad expertise, and strong relationships with local regulatory agencies.

His supervisory experience began with Broward County as the Aquatic and Wetland Resource Program's lead environmental resource permit application reviewer and compliance/enforcement officer for eight years. Mr. St. George joined Metric as a Senior Env. Scientist in 2015, and since June of 2017 has served as Metric's South Florida Environmental Services Manager where he oversees the full gamut of environmental contracts listed previously for our FDOT, City, and County clients. In addition to his extensive work experience, Mr. St George has continued his professional development by obtaining his Masters in Marine Biology from Nova Southeastern University in 2015 while also completing an extensive list of certifications including (but not limited to): SWS Professional Wetland Scientists (PWS) Cert. No. 1998, FDEP Certified Stormwater Erosion and Sedimentation CTRL Instructor No. 38023, FNGLA – Certified Landscape Maintenance Technician No. T92-00557, FDACS licensed restricted use herbicide applicator No. CM24955, LIAF Certified Landscape Inspector (CLI), Cert. No. 2013-129, ISA Certified Arborist (CA) No. FL-9701A and ISA Tree Risk Assessment Qualification (TRAQ).



## Robert Linares, PE – Principal in Charge

**Education:** B.S.C.E., Florida International University (2000)
**Certifications/Registrations:** Professional Engineer – FL #63003 (2005)

Mr. Linares currently serves as Metric's Executive Vice President of Transportation. He brings 22 years of experience and knowledge to the management of several engineering disciplines, project oversight, the development of staff and client needs, as well as technical planning and production experience.



## Rob Myers, III – QA Manager

**Education:** B.S., Biology, University of Texas at Austin (2004)
**Certifications/Registrations:** FDEP Qualified Stormwater Management Inspector

Mr. Myers will serve as the QA Manager for this contract. Throughout his 18 years of experience, he has provided expertise on environmental assessments and technical reports within PD&E while also completing wildlife surveys and environmental permitting for several clients throughout the state of Florida. Mr. Myers has held USFWS 10(a)(1)(A) endangered species permits for 20 federally listed species and is a proven PD&E scientist who has managed PD&E projects in five FDOT districts.



## Caitlin Hill, MS – Senior Environmental Scientist

Education: M.S., Environmental Science & Policy, Johns Hopkins University (2021)
B.S., Marine Science and Biology, University of Miami (2011)
Certifications/Registrations: ISA – Certified Arborist | No. FL-9565A
Tree Risk Assessment Qualification (ISA TRAQ)
FAA - Certified Small Unmanned Aircraft Pilot (Commercial Drone) Certification No. 3964676
FDEP - Stormwater Management Inspector No. 30943
LIAF - Certified Landscape Inspector No. 2018-0208
FNGLA - Horticulture Professional No. HC1-10358
FMNP - Florida Master Naturalist Coastal Restoration Trained

Ms. Hill provides a wide array of specialized environmental services including technical report development, wildlife surveys, landscape/arborist services, mitigation monitoring, NEPA evaluations, construction oversight, compliance monitoring, and regulatory permitting coordination. Ms. Hill specializes in complicated GIS analyses, benthic marine resource surveys, and coral gardening/fragmentation techniques, and is also an FAA certified unmanned aerial vehicle pilot (Certification No. 3964676). Ms. Hill served as Metric's Lead Arborist providing environmental services as a subconsultant to Marlin Engineering Inc. under the City of South Miami Continuing Professional Services Project since 2017. Relevant experience includes:

- *City of Dania Beach – CSC for Landscape Arborist Service*
- *City of South Miami – CSC for Rotational Arborist Service*
- *City of Miami – Landscape Plan Review and Arborist Support Services*



## Melanie Bergeron, MS – Environmental Scientist/Arborist

Education: M.S., Marine Biology and Ecology, University of Miami
B.A., Environmental Studies, Hunter College (2018)
Certifications/Registrations: ISA Certified Arborist NJ-1307A (6/2024)
FDEP Stormwater Management Inspector, Cert. No. 50882
Open Water Scuba Diver
Landscape/Grounds Maintenance Course, Davey Resource Group, Inc.
Large Tree Removing Course, Davey Resource Group, Inc.
Practical Tree Care, Davey Resource Group, Inc.
Tree Care Success Track, Davey Resource Group, Inc.
DRG Job Site Safety, Davey Resource Group, Inc.
Electrical Hazards, Davey Resource Group, Inc.
HazCom/HazMat DRG Consulting Program, Davey Resource Group, Inc.

Ms. Bergeron is a GIS Specialist and ISA certified arborist with extensive experience in tree health assessments, tree inventory, ANSI A300 pruning standards, tree removals, plantings, storm response, tree preservation, and landscape plan reviews. She provides a wide array of specialized environmental services including arboriculture, marine science, technical report development, wildlife surveys, mitigation monitoring, NEPA evaluations, compliance monitoring, and regulatory permitting coordination. Prior to working with Metric, Ms. Bergeron worked as an Inventory Arborist where she inspected, surveyed, and performed street tree health assessments as a contractor for the New York City Parks and Recreation Block Pruning Program for over 12,000 trees per year! Relevant experience includes:

- City of Dania Beach – CSC for Landscape Arborist Service
- City of South Miami – CSC for Rotational Arborist Service
- New York Dept. of Parks & Recreation – Staten Island "Block Pruning" contract**
- New York City USDA – Tree Inventory Project**

***Staff Individual experience*



## Erin Smith, MS – Senior Environmental Scientist

**Education:** B.S., Earth & Environmental Sciences, Virginia Wesleyan College (2015)
Marine Biology, Nova Southeastern University (2018)
**Certifications/Registrations:** FDEP Certified Stormwater, Erosion, and Sedimentation Control Inspector No. 41040
FNGLA Certified Horticulture Professional No. HCI1 11822 (12/2021)
Protected Species Observer Certification (7/2021)
PADI Certified, Open Water SCUBA # 15100H8247
FAA Certified Small Unmanned Aircraft/Drone Pilot
Certified Wildlife Rehabilitator
SFAEP Wetland Delineation Training

Ms. Smith brings 8 years of environmental knowledge to Metric's environmental team. After earning her master's in marine biology from Nova Southeastern University in 2018, Ms. Smith joined Metric as an Environmental Specialist. She specializes in marine and wildlife biology, permit compliance, wetland inspections, landscape inspections, upland, and coastal ecosystem inspections, and data analysis. Relevant experience includes:

- City of Dania Beach – CSC for Landscape Arborist Service
- City of South Miami – CSC for Rotational Arborist Service



## Claudia Blandino – Environmental Specialist

**Education:** B.S., Ecosystem Science and Policy (Major) & Climate Science and Policy (Minor), University of Miami (2021) A.A., Chemistry, Miami Dade College (2019)
**Certifications/Registrations:** FDEP Qualified Stormwater Management Inspector

Ms. Blandino provides a wide array of specialized environmental services for Metric's Environmental team. These include coastal ecology, wetland and landscape inspection, compliance monitoring, and data research and management for a variety of projects. She also assists with tree survey verifications, field surveys and document preparation on multiple PD&E projects. Relevant experience includes:

- City of Weston – CSC for Environmental and Wetland Management
- City of Dania Beach – CSC for Landscape Arborist Service
- City of South Miami – CSC for Rotational Arborist Service



## Jessica Phagan – Environmental Specialist

**Education:** M.S., Geographic Information Science Administration, University of West Florida (ongoing)
B.S., Biology, University of Central Florida (2019)
**Certifications/Registrations:** FDEP Qualified Stormwater Management Inspector

Ms. Phagan provides a wide array of specialized environmental services for Metric's Environmental team. These services include coastal ecology, GIS and data research and analysis for a variety of projects. She also assists with tree survey verifications, construction compliance site inspections, and document preparation on multiple PD&E projects. Prior to working at Metric, Ms. Phagan volunteered at the University of Central Florida's Arboretum. Relevant experience includes:

- City of Dania Beach – CSC for Landscape Arborist Service
- City of South Miami – CSC for Rotational Arborist Service



## Amy Wiwi, GISP – GISP Specialist

**Education:** M.S., Environmental Engineering Sciences, minor in Agricultural & Biological Engineering, University of Florida
B.S., Science University of Florida
**Certifications/Registrations:** Certified Geographic Information Systems Professional – 0053624
Certified Wetland Delineator, Army Corps of Engineers – 2924
FDOT Advanced Temporary Traffic Control (TTC) (01/2025)

Ms. Wiwi has been with Metric Engineering since 2000 she serves as the Vice President and North Florida Planning Director. She serves FDOT District 2 and 3 and surrounding Cities/Counties in addition to statewide clients. Over her career, she has led numerous Project Development & Environment (PD&E) Studies as well as Systems Planning, Roadway Characteristics Inventory (RCI), and Geographic Information Systems (GIS) based contracts. She currently manages Metric's North Florida Planning Services working in the field of Systems Planning, Digital Data Development and Mapping, emergency management and Statistics incorporating new technologies into FDOT planning services. Her group is one of the leading providers of Systems Planning/RCI services in the State of Florida and looks to continue Metric's support of the Departments Planning and Maintenance offices for years to come.
Relevant experience includes:

- FDOT D3 – Miscellaneous Roadway Characteristics Inventory
- FDOT D3 – Data Development and Mapping (GIS) Consultant



## Matthew Gore – GIS Specialist

**Education:** Graduate Certificate in Geographic Information Systems, Florida State University (2012)
B.S., Environmental Studies, Florida State University (2009)
A.A., General Education, Tallahassee Community College (2007)

Mr. Gore provides application implementation support for the design and development of GIS applications that support the inventory, data collection and GIS mapping processes through ESRI's ArcGIS Online and ArcGIS Server. Mr. Gore also provides training and technical support to all field and office personnel. Additionally, Mr. Gore supports the PD&E project phase process with GIS analysis. As a member of the Metric GIS development team, Mr. Gore is involved in the development of GIS projects for various clients. He has been involved with Planning projects as well as projects involving Emergency Management systems in which he has created and edited geodatabases with ArcGIS ArcCatalog; performed data collection with Collector for ArcGIS and Survey123 for ArcGIS mobile apps, created detailed map documents using ArcGIS Advanced 10.x and provided equipment and software training on GIS/GPS data collection equipment. Mr. Gore is also skilled at troubleshooting GIS applications and equipment for Data Collections. Relevant experience includes:

- FDOT D3 – Data Development and Mapping (GIS)
- FDOT D3 – Districtwide Efficient Transportation Decision Making (ETDM) Consultant



## Matthew Paek – Environmental Scientist

Education: M.S., Natural Resources, Auburn University (2021)
B.S., Natural Resource Management, Auburn University (2019)
Certifications/Registrations: FDEP Qualified Stormwater Management Inspector

Mr. Paek provides a wide array of specialized environmental services for Metric's Environmental team. These services include GIS analysis and data research for a variety of projects. He also assists with field surveys and document preparation on multiple PD&E projects. Relevant experience includes:

- FTE – PD&E Widen TPK from N. of SR 70 to N. of SR 60 (MP 152-193)
- FDOT D5 – SR 535/Vineland Road PD&E Study

metric

# Tab 4

## Section 8
## (Required Proposal Forms)

## SECTION 8.0: Required Bid Submittal Forms

### DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company: Metric Engineering, Inc.

Date: 6/22/2023

## SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

| Classification of Work | Sub-contractor Name | Address | Telephone and Fax |
|---|---|---|---|
| | | | |
| | | | |
| | N/A | | |
| | | | |
| | | | |
| | | | |
| | | | |

# FORM

Solicitation Information: Tree Inventory – District 1
Invitation to Bid No. 2023-11-008

Name of Company: Metric Engineering, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

**Contracted Services Information:**

Scope of Work: **Landscape Arborist Continuing Services Contract, City of Dania Beach**

Metric has recently completed a third consecutive CSC administering the City's landscaping and tree preservation programs under the supervision of the planning and zoning department. Under one contract Metric provided landscape arborist services including the review of site and building plans for the City's landscape code compliance. Other tasks associated with this contract included tree removal permits and related inspections; assisting with code enforcement, consulting on City capital projects involving landscape, design installation and maintenance.

Length of Contract: 8/2010 – 11/2021

Would you enter into a contract with the Company in the future? ☑ Yes ☐ No
Were the services provided acceptable and of quality standards: ☑ Yes ☐ No
Was the Company responsive to your requests and resourceful with the task? ☑ Yes ☐ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ☑ Yes ☐ No
If you responded no to any of the above please provide details:

**Comments:**

We rely heavily on Metric Engineering for all of our landscape review and arborist needs. Their staff have been great to work with. They have always been very responsive to our needs.

Name of Public Entity/Company:

City of Dania Beach, FL

Name of Individual completing this form:

Corinne Lajoie, Assistant Director

# FORM

Solicitation Information: Tree Inventory – District 1
Invitation to Bid No. 2023-11-008

Name of Company: Metric Engineering, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

## Contracted Services Information:

Scope of Work: **Continuing Professional Services, Environmental Engineering and Wetland Management, City of Weston**

Ongoing contract to manage and oversee more than 2,200 acres of mitigation wetlands at the western edge of Broward County. Responsibilities include supervising the aquatic vegetation maintenance contractor, conducting site inspections, evaluating treatment effectiveness, prioritizing and coordinating treatment schedules, conducting tree surveys, collaborating on herbicide research and treatment protocols, observing hydrological conditions, reviewing permit documents and contractor invoices, providing website maintenance support, handling public relations, delivering presentations to students, developing contractor RFPs, and offering miscellaneous environmental support services. Additionally, the project extensively utilizes GPS for collecting positional data of wetlands, surface water, landscapes, and other environmental features. This data is employed for contract coordination, generating maps, and expanding the City's GIS data repository.

Length of Contract: 06/2016-Ongoing

Would you enter into a contract with the Company in the future? ☑ Yes ☐ No
Were the services provided acceptable and of quality standards: ☑ Yes ☐ No
Was the Company responsive to your requests and resourceful with the task? ☑ Yes ☐ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ☑ Yes ☐ No

If you responded no to any of the above please provide details:

## Comments:

Metric met all the contract requirements to date.

Name of Public Entity/Company:

City of Weston, FL

Name of Individual completing this form:

Reddy Chitepu, P.E. , Director of Public Works

# FORM

Solicitation Information: Tree Inventory – District 1
Invitation to Bid No. 2023-11-008

Name of Company: Metric Engineering, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

**Contracted Services Information:**

Scope of Work: **Continuing Arborist Support Services (Sub to Marlin Engineering), City of South Miami**

As subconsultants under this contract, Metric's Environmental Engineering staff perform the rotational Arborist Support Services role for the City's Planning and Zoning department. This role entails all field inspections, tree resource assessments, mitigation calculations, specimen tree appraisals, and other professional determinations needed for processing of tree removal permit applications. In addition, we have conducted two separate tree surveys for City improvement projects. Additionally, we prepared and submitted a complete tree removal permit application for another City roadway improvement project.

Length of Contract: 03/2017-03/2020
Would you enter into a contract with the Company in the future? ☑ Yes ☐ No
Were the services provided acceptable and of quality standards: ☑ Yes ☐ No
Was the Company responsive to your requests and resourceful with the task? ☑ Yes ☐ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ☑ Yes ☐ No
If you responded no to any of the above please provide details:

**Comments:**

Mr. St. George and his team served as the Arborist for the City who's main task was the review of tree removal permits. His team was great to work with and were very knowledgeable and professional. It was a pleasure working with them.

Name of Public Entity/Company:
City of South Miami

Name of Individual completing this form:
Marcus Lightfoot, Senior Planning and Zoning Administrator

## ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

## NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Robert Linares, PE being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Metric Engineering, Inc. the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 22 day of June, 2023, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Linares, PE and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lili Dowling
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

Lili Dowling
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

Personally Known
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Robert Linras, PE

For MetricEngineering, Inc

Whose business address is: 13940 SW 136th Street - Miami, FL - 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1685550

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

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

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 22 day of, June 20 23, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Linares, PE and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lili Dowling

NOTARY PUBLIC, STATE OF FLORIDA

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC
SEAL OF OFFICE:

Lili Dowling

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

o Personally known to me, or

o Produced identification:

Personally Known

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

## AMERICANS WITH DISABILITIES ACT (ADA)
## DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Robert Linares, PE - Executive V ie President of Transportation

*(print individual's name and title)*

for:

Metric Engineering, Inc.

*(print name of entity submitting sworn statement)*

whose business address is: 13940 SW 136th Street - Miami, FL - 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1685550

*(If the entity has no FEIN, include the Social Security Number* of the individual signing this sworn statement: _____-_____-_____.)

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 22nd day of, June 20 23, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Linares, PE and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC
SEAL OF OFFICE: Lili Dowling

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

o Personally known to me, or
o Produced identification:

Personally Known

(Type of Identification Produced)

o Did take an oath or
o Did not take an oath.

## BUSINESS ENTITY AFFIDAVIT
## (COMPANY *I* BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Robert Linares, PE being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Metric Engineering, Inc. ; 13940 SW 136th Street - Miami, FL - 33186; Fed ID# 59-1685550

*Federal Employer Identification Number (If none, Social Security Number)*

Continued Next Page

*Name of Entity, Individual, Partners or Corporation*

*Doing Business As (If same as above, leave blank)*

*Street Address Suite Village State Zip Code*

## OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| Full Legal Name | Address | Ownership |
|---|---|---|
| Victor M. Benitez (Owner), VMB Investments, LTD | 12191 SW 92 Avenue, Miami, FL 33176 | 100 % |
| | | % |
| | | % |

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

N/A

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 06/22/2023

## ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 22 day of, June 20 23, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Linares, PE and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lili Dowling

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Lili Dowling

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

Personally Known

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Metric Engineering, Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Tree Inventory – District 1, ITB# **2023-11-008**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 06/22/2023

Attest: _____

Print Name: Brandy Pleas

Attest: _____

Print Name: Nicolas Yip

## VILLAGE OF PALMETTO BAY
## ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Metric Engineering, Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President of Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 22 day of June, 20 23, before me, the undersigned Notary Public of the State of Florida personally appeared Robert Linares, PE and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:

Lilia Dowling

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

personally Known

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on 06/22/2023 at Metric Engineering, Inc.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Robert Linares, PE

Title: Executive Vice President or Transportation

Company Name: Metric Engineering, Inc.

Date: 6/22/2023

# E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Robert Linares, PE (the individual attesting below), being duly authorized by and on behalf of Metric Engineering, Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES x
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 22 day of June, 20 23.

_____

Signature of Affiant

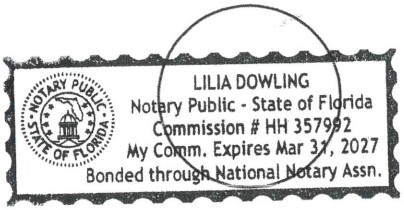
Print or Type Name: Robert Linares, PE - Executive Vice President of Transportation

State of Florida

County of Miami-Dade

LILIA DOWLING
Notary Public - State of Florida
Commission # HH 357992
My Comm. Expires Mar 31, 2027
Bonded through National Notary Assn.

Continued Next Page




Seal

Signed and sworn to (or affirmed) before me, this the 22 day of June, 2023.

My Commission Expires: 3/31/2027

Notary Public

NHCS – E-Verify 081815

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

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.
Metric Engineering Inc.

**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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.
13940 SW 136 Street, Suite 200

Requester's name and address (optional)

**6** City, state, and ZIP code
Miami, Florida 33186

**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**
5 9 - 1 6 8 5 5 5 0

## 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** ▶ [signature] | **Date** ▶ 1/23/2023

## 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.*

metric

# Tab 5

## Trench Safety Acknowledgement

Expected Outcome

The primary goal for this project is to have a new and accurate Urban Forestry inventory from which the Village can build a management plan and have this data integrated with the Village's GIS system currently in use.

Timetable for this Project

The first phase of this project for this year is District 1 with other districts to follow in the future. The timeline for completion of this project is no later than November 30, 2023.

**4.9**

**TRENCH SAFETY**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

No Trenches Proposed

| | TRENCH SAFETY MEASURE (DESCRIPTION) | UNITS OF MEASURE (LF, SY) | UNIT (QUANTITY) | UNIT COST | EXTENDED COST |
|---|---|---|---|---|---|
| A. | Ladder | 0 | 0 | 0 | 0 |
| B. | Steps | 0 | 0 | 0 | 0 |
| C. | Ramp | 0 | 0 | 0 | 0 |

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission**.

metric

# Tab 6

## Addendum Acknowledgement

# ADDENDUM NO. 1

Date: June 13, 2023

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2023-11-008
Tree Inventory – District 1

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on June 6th, 2023, and with a bid opening date of June 22nd, 2023, with any amendments and/or additions noted below.

**Question:** Is the tree height collected in ranges or feet?

**Response:** *It is collected in feet.*

**Question:** Is canopy spread collected in ranges or in feet?

**Response:** *It is collected in feet.*

**Question:** Was the previous inventory collected by a contractor, volunteers, city staff, or a combination? Has it been updated before? Please explain the data.

**Response:** *The inventory was done by a contractor; the Village has not conducted another inventory count since Hurricane Irma. The Village lost many trees and through the years, we have made attempts to replenish them using grants funds.*

**Question:** Will 9000 sites be collected in this phase? Are planting sites included in that estimate? How many planting sites do you expect to be in the project area if not?



9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

**Response:** *From the last inventory count, the GIS is registering a count of a little under 9,000 trees. After the hurricane event, we lost some of those trees and have replaced a few. As to planting sites, I cannot give you an accurate answer. But we would like suggestions as to where to plant more shaded trees. This will help us work on our canopy incentive.*

**Question:** With a November 2023 deadline, when do you expect the contract to be signed?

**Response:** *We expect to give recommendation to Council at our regular Council meeting that will be held on July 10th, 2023. If approved, we will immediately have the awarded contractor sign the contract, we will issue a Purchase Order to begin.*

**Question:** What is the accuracy of the GPS points in the current database?

**Response:** *We believe it's about 90% +/-, but based on the scope, we will need a review of the trees and if it needs to be edited on the GIS system, the bid sheet has a line item for updating/deleting existing tree records from the GIS. The total amount of trees inventoried is 9,000 +/- on the GIS as is.*

Thank you,

Litsy C. Pitaer
Procurement Specialist

# ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2023-11-008

Title: Tree Inventory – District 1

Name of Contractor Metric Engineering, Inc.

Date Addendum Received 06/14/2023

Total Pages of Addendum including Acknowledgement 3

Print Name Robert Linares, PE - Executive Vice President of Transportation

Signature

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.**



9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

metric

# Tab 7

## Litigation

## LITIGATION

Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

Case Name: David McSween (PLAINTIFF) v. Broward County, Weekley Asphalt Paving Inc., Metric Engineering Inc. and F&J Engineering Group Inc. (DEFENDANTS). In the Circuit Court of the 17th Judicial District Circuit in and for Broward County, Florida. Case NO. TBD
Date Received: 5/19/2023
Description: 2020 contract with Broward County, Florida, Contract Number PNC2119168P1. Allegation of negligence, plaintiff's accident on 12/11/2022.
Disposition of Case: Pending.

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Case Name: Michelle Elizabeth Winterstein, individually and on behalf of minor child, I.C. (PLAINTIFF) v. Gregory Valentine, ABC Insurance Company, Colemans Hauling LLC, Progressive Security Insurance Company, Denise Doucet, Plaquemines Parish School Board, XYZ Insurance Company, Ronnie Coleman Jr., 123 Insurance Company, John Koscho Truck services LLC, ABC-1 Insurance Company, Reaper of the South Inc., and XYZ-1 Insurance Company, Metric Engineering Inc. (DEFENDANTS). In the Circuit Court of the 25th Judicial District Circuit Parish of Plaquemines State of Louisiana Case NO. 00067116.
Date Received: 3/14/2023
Description: 2017 contract with Louisiana DOTD, Contract Number 4400010672 Retainer Contract for Debris Monitoring. Allegation of negligence, plaintiff's accident on 10/6/2021.
Disposition of Case: Pending.

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Case Name: Valerie Sears (PLAINTIFF) v. Broward County, City of Ft. Lauderdale, Metric Engineering Inc., Keith & Associates and Edison L. Wheeler (DEFENDANTS). In the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, Case NO. CACE-21-007979.
Date Received: 4/22/2022
Description: 2015 contract with Broward County, Project Number 101184 for NW 27 Avenue Pedestrian Lighting Improvements. Allegation of negligence, plaintiff's accident on 9/20/2019.
Disposition of Case: Pending.

---

Case Name: Florida Sol Systems, Inc., Plaintiff/Counterclaim-Defendant, Metric Engineering Inc., Counterclaim-Defendant vs. International Fidelity Insurance Company, a foreign corporation, Defendants. In the Circuit Court 11th Judicial Circuit in and for Miami-Dade County, Florida. Case No.: 17-001563-CA-01.
Date Received: 2/3/2017
Description: 2013 contract with World Fiber Technologies for Miami-Dade Expressway Authority's Design Build Project Contract #RFP 13-04. Allegation of inaccurate drilled shaft inspections and reporting by Metric's geotechnical subconsultant.
Disposition of Case: Pending.

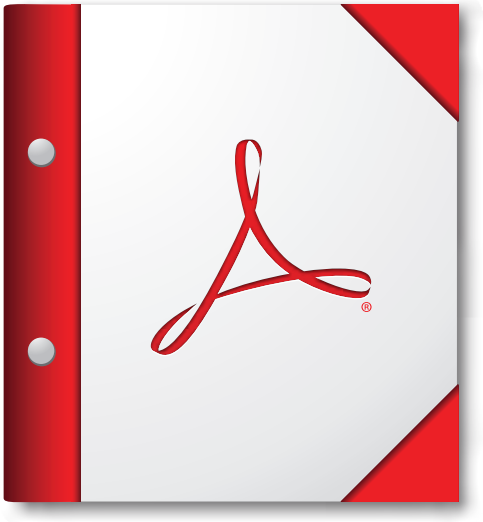
---

None which may affect the performance of the services to be rendered herein.

**Metric Engineering, Inc.**
13940 SW 136th Street
Miami, FL 33186

www.metriceng.com





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**AGENDA ITEM NO. 13.F**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2024, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-Baptist Health So. FL-Thalatta Waiver
Reso-Baptist Health So. FL-Thalatta Waiver
Attachments A-C_Employee Service Award
Attachment D-Memo-Baptist Health So. FL-Thalatta Waiver

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Fee Waiver – Baptist Health South, Florida Inc. March 6, 2024, at Thalatta Estate

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2024, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

Homestead Hospital has been a part of the South Miami-Dade community since 1940 when local physician James Archer Smith opened a 10-bed hospital east of Krome Avenue. Today, Baptist Health Homestead Hospital is a modern, full-service 147-bed facility with private rooms, an Emergency Center, trauma room, Children's Emergency Center, critical care unit, and birthing suites. Homestead Hospital is also home to Baptist Health Rehabilitation, a hospital-based, acute patient rehabilitation unit featuring individualized programs for the care of adult and pediatric patients who are facing critical or disabling injury or illness.

Baptist Health South Florida Inc. would like to host an employee service award event at Thalatta Estate on Wednesday, March 6, 2024, from 5pm to 9pm, to recognize the many committed employees, and is requesting a waiver of all fees for the use of Thalatta Estate and associated amenities. Suggested that Baptist Health be granted their request, with the proviso that the recipient comply with all applicable rules, regulations, and Ordinances.

**FISCAL/BUDGETARY IMPACT:**

It is estimated that the formal revenue loss from renting the needed park space would not exceed $2,725 (weekday rental); and estimated staff cost to work the event will not exceed $260.

**RECOMMENDATION:**
Approval is recommended.

Attachments:
A. Event/Facility Use Request Questionnaire
B. Incorporation Status
C. Event Timeline
D. Thalatta Summary of Rental Fees

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2024, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, Homestead Hospital has been a part of the South Miami-Dade community since 1940 when local physician James Archer Smith opened as a 10-bed hospital east of Krome Avenue; and

**WHEREAS**, today, Baptist Health Homestead Hospital is a modern, full-service facility, including an Emergency Center, trauma room, Children's Emergency Center, critical care unit, and birthing suites; and

**WHEREAS,** Baptist Health South Florida Inc., would like to host an employee service award event at Thalatta Estate on Wednesday, March 6, 2024, from 5pm to 9pm, to recognize the many committed employees, and is requesting a waiver of all fees for the use of Thalatta Estate and associated amenities.

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

**Section 1.** Baptist Health South Florida, Inc. is hereby authorized to use Thalatta Estate on March 6, 2024, for the purpose of conducting an Employee Service Award event.

**Section 2.** Any and all established user fees are hereby waived, and Baptist Health South Florida, Inc. shall have use of the needed park amenities on March 6, 2024, at no cost, with the proviso that the recipient comply with all applicable rules, regulations and Ordinances.

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

**PASSED** and **ADOPTED** this _____ day of July 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

## Event/Facility Use Request Questionnaire

Date: 4/6/23

Event Name: Employee Service Awards

Name of Organization: Homestead Hospital

Name of Organizer: Daniela Urgelles

How many years have you conducted this event at our park? 1

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 3/6/24

Date #2: 3/7/24

Date #3:

Estimated Attendance: 80-100 Park: Thalatta Estates

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Award Ceremony

Organization's Mission/Vision/Purpose:

Homestead Hospital has been a part of the south Miami-Dade community since 1940, when local physician James Archer Smith opened it as a 10-bed hospital east of Krome Avenue. Today, Baptist Health Homestead Hospital is a modern, full-service 147-bed facility with private rooms. Services include an Emergency Center with 44 treatment rooms and a trauma room, a separate Children's Emergency Center, a critical care unit, and comfortably-appointed birthing suites. Homestead Hospital is also home to Baptist Health Rehabilitation, a hospital-based, acute inpatient rehabilitation unit featuring individualized programs for the care of adult and pediatric patients who are facing a critical or disabling injury or illness. In addition, the "Healthy Homestead" vision is to be a community where people prioritize health and well-being.The goal is to inspire and empower local residents to improve their nutrition, fitness,and overall understanding of wellness.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

5:00p
Podium set up, decoration; place tables for food, check-in; place chairs
Set up step & repeat, install bracing
Set up certificates, orchids
Set up AV cart, test computer, speaker

5:20p Snack boxes staged at check-in
Leader snacks to seating area

5:30p Start event playlist, check-in begins

6:00p Arrival and check-in begins

6:45p Music ends
Ceremony begins – Ken welcome
Rev. Maria Anderson blessing

6:50p 15-year award recipients called to stage
Certificates, photos

7:15p 20-year award recipients called to stage
Certificates, orchids, photos

7:35 p 25-year award recipients called to stage
Certificates, orchids, photos

7:45p 30-year award recipients called to stage
Certificates, orchids, photos

7:55p 35-year award recipients called to stage
Certificates, orchids, photos

8:10p 40-year award recipients called to stage
Certificates, orchids, photos
Food distribution begins

8:35p Closing Remarks (Ken)

0000081 01/18/22

FLORIDA

# Consumer's Certificate of Exemption

DR-14
R. 01/18

**Issued Pursuant to Chapter 212, Florida Statutes**

| Certificate Number | Effective Date | Expiration Date | Exemption Category |
|---|---|---|---|
| 85-8012625903C-7 | 03/31/2022 | 03/31/2027 | 501(C)(3) ORGANIZATION |

This certifies that

BAPTIST HEALTH SOUTH FLORIDA INC
6855 SW 57TH AVE STE 600
SOUTH MIAMI FL 33143-3518

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

# Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# THALATTA ESTATE SUMMARY OF RENTAL FEES

## STEP 1: RENTAL COST

| Monday | | Tuesday | | Wednesday 3/6/24 | | Thursday | |
|---|---|---|---|---|---|---|---|
| Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 |
| Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 |
| Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 |
| Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 |
| Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 |
| Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 |
| String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 |
| String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 |
| Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 |
| **Friday** | | **Saturday** | | **Sunday** | | **Observed Holidays** | |
| Ceremony Area | $ 605.00 | Package Rate Only | $ 4,600.00 | Ceremony Area | $ 605.00 | Ceremony Area | $ 605.00 |
| Garden Lawn | $ 1,457.00 | Includes all areas* | | Garden Lawn | $ 1,457.00 | Garden Lawn | $ 1,457.00 |
| Outdoor Terrace | $ 2,475.00 | String Lights-One Set | $ 550.00 | Outdoor Terrace | $ 2,475.00 | Outdoor Terrace | $ 2,475.00 |
| Covered Terrace | $ 1,100.00 | String Lights-Two Sets | $ 750.00 | Covered Terrace | $ 1,100.00 | Covered Terrace | $ 1,100.00 |
| Bride/Groom Suite | $ 550.00 | | | Bride/Groom Suite | $ 550.00 | Bride/Groom Suite | $ 550.00 |
| Education Room | $ 350.00 | | | Education Room | $ 350.00 | Education Room | $ 350.00 |
| String Lights-One Set | $ 550.00 | | | String Lights- One Set | $ 550.00 | String Lights-One Set | $ 550.00 |
| String Lights-Two Sets | $ 750.00 | | | String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 |
| Package Rate (all areas*) | $ 4,600.00 | | | Package Rate (all areas*) | $ 4,600.00 | Package Rate (all areas*) | $ 4,600.00 |

*Package rate includes the entire facility except the string lights

## STEP 2: FACILITY SERVICE FEE

| | |
|---|---|
| Guest count: | 100 |
| Facility Service Fee at a rate of $2.50 per guest (to be determined and added at final payment) | $250.0 |

## STEP 3: VALET COST

** All events over 50 guests are required to have valet services for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 |
| 2 attendants & 1 Supervisor $316.72 | 2 attendants & 1 Supervisor $395.90 | 2 attendants & 1 Supervisor $475.08 | 2 attendants & 1 Supervisor $554.26 | 2 attendants & 1 Supervisor $633.44 |
| Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 |
| 3 attendants & 1 Supervisor $419.44 | 3 attendants & 1 Supervisor $524.30 | 3 attendants & 1 Supervisor $629.16 | 3 attendants & 1 Supervisor $734.02 | 3 attendants & 1 Supervisor $838.88 |
| Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 |
| 4 attendants & 1 Supervisor $522.16 | 4 attendants & 1 Supervisor $652.70 | 4 attendants & 1 Supervisor $783.24 | 4 attendants & 1 Supervisor $913.78 | 4 attendants & 1 Supervisor $1,044.32 |
| Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 |
| 5 attendants & 1 Supervisor $624.88 | 5 attendants & 1 Supervisor $781.10 | 5 attendants & 1 Supervisor $937.32 | 5 attendants & 1 Supervisor $1,093.54 | 5 attendants & 1 Supervisor $1,249.76 |
| Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 |
| 6 attendants & 1 Supervisor $727.60 | 6 attendants & 1 Supervisor $909.50 | 6 attendants & 1 Supervisor $1,091.40 | 6 attendants & 1 Supervisor $1,237.30 | 6 attendants & 1 Supervisor $1,455.20 |

## STEP 4: SECURITY GUARD COST

** All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| 1 guard (<50 guests) $93.09 | 1 guard (<50 guests) $116.36 | 1 guard (<50 guests) $139.63 | 1 guard (<50 guests) $162.90 | 1 guard (<50 guests) $186.18 |
| 2 guards (50+ guests) $186.18 | 2 guards (50+ guests) $232.72 | 2 guards (50+ guests) $279.27 | 2 guards (50+ guests) $325.82 | 2 guards (50+ guests) $372.36 |

## STEP 5: ADD ALL COSTS

Baptist Employee Service Award
Wednesday, March 6, 2024

Hours of Service Valet: 5:30-9:30 PM
Hours of Service Security: 5:30-9:30 PM
Event Hours: 6-9 PM

| | |
|---|---|
| **Rental Amount (combine all areas required)** | $ 1,925.00 |
| **Bride/Groom Suite** | |
| **Education Room** | |
| **String Lights** | $ 550.00 |
| **Facility Service Fee** | $ 250.00 |
| **7% Taxes** | |
| **Valet Event Services Cost** | $ 392.00 |
| **C-100 Parking Lot Fee ($321 inlcudes tax)** | $ 300.00 |
| **Security Event Services Cost** | $ 174.00 |
| **TOTAL DUE:** | $ 3,591.00 |

N/A For Fee Waiver

| | |
|---|---|
| 50% Rental Amount Deposit Due (Check or Money Order) | $ 1,087.50 |
| *2.25% Credit Card Processing Fee (non-refundable)* | $ 24.47 |
| 50% Rental Amount Deposit due - if paying with credit card | $ 1,111.97 |
| Balance Due 30 days prior to Event (Check or Money Order) | $ 2,503.50 |
| *2.25% Credit Card Processing Fee (non-refundable)* | $ 56.33 |
| Final Balance Due - if paying with credit card | $ 2,559.83 |

To book the venue

**Agreed and Accepted by:** **Date:**

I have read, understand and accept the terms of the rental summary of fees. Thalatta Estate's summary of fees agreement is null and void without an accompanying signed rental application agreement.

Updated and prepared by Vanessa Leycegui as of April 7, 2023

All information is kept confidential and used only for the purposes as noted above.

vleycegui@palmettobay-fl.gov

# Baptist Health of South Florida Inc

CORAL GABLES, FL | http://WWW.BAPTISTHEALTH.NET

Is this your nonprofit?

Claim your profile for free

Learn about benefits

## Mission

SEE SCHEDULE O

**Ruling year**
1992

**Main address**
6855 Red Rd Ste 600
CORAL GABLES, FL 33143 United States

**EIN**
65-0267668

**Subject area**
Community health care

**NTEE code**
Community Health Systems (E21)

**IRS filing requirement**
This organization is required to file an IRS Form 990 or 990-EZ.

**Tax forms**
Show Forms 990

Is this your nonprofit? Update Now

Why claim your profile? Learn about benefits

## Programs and results

### What we aim to solve

**This profile needs more info.**
If it is your nonprofit, add a problem overview.

Update Now

### Where we work

**This profile needs more info.**
If it is your nonprofit, add geographic service areas to create a map on your profile.

Update Now

### Our programs

SOURCE: IRS Form 990

What are the organization's current programs, how do they measure success, and who do the programs serve?

Program 1 –

SEE SCHEDULE O

**Expenses**
$858,143,654

**Revenue**
$856,255,393

# Financials

**Baptist Health of South Florida Inc**


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**AGENDA ITEM NO. 13.G**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING THE CONTRACT OF KIMBERLY HORN AND ASSOCIATES, INC. REGARDING PROFESSIONAL PARK DESIGN SERVICES FOR VERTERANS PARK, FOR THE PURPOSE OF AUTHORIZING ADDITIONAL LANDACAPE ARCHITECTURAL AND CIVIL ENGINEERING SERVICES AT A COST NOT TO EXCEED $119,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-Veterans Park Design Contract-KimleyHorn
Reso--Veterans Park Design Contract-KimleyHorn
Attachment A-Reso_2021-64
Attachment B-Letter of Amendment

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Amendment to Kimberly Horn and Associates, Inc for Park Design Services Contract for Veterans Park

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING THE CONTRACT OF KIMBERLY HORN AND ASSOCIATES, INC. REGARDING PROFESSIONAL PARK DESIGN SERVICES FOR VERTERANS PARK, FOR THE PURPOSE OF AUTHORIZING ADDITIONAL LANDSCAPE ARCHITECTURAL AND CIVIL ENGINEERING SERVICES AT A COST NOT TO EXCEED $119,500; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

Resolution 2021-64 authorized the professional park design services of Kimberly Horn and Associates, Inc. for the proposed Veterans Park at a cost not to exceed $177,100; however, we are now at a stage whereby additional landscape architectural and civil engineering services are required as we begin the bidding and subsequent construction phase for this project. As per the attached Exhibit A, the needed additional services are identified as:

- Landscape Architectural Schematic Design
- Architectural Schematic Design
- Landscape Architectural, Civil Engineering, Structural Engineering and Electrical Engineering Contract Documents
- Architectural, Mechanical and Structural Engineering Contract Documents
- Phase I Limited Landscape Architecture and Civil Engineering Bidding Assistance
- Phase I Landscape Architecture and Civil Engineering Construction Phase Services / Pre-Construction Meeting

The cost of the additional services as described above and as itemized, totals a sum not to exceed $119,500. Approval of this expenditure would effectuate needed services as the project moves forward toward Phase I of construction.

**FISCAL IMPACT:**
Funding available form Park Impact Fees

**Attachments:**
A. Resolution 2021-64
B. Kimberly Horn and Associates Proposal Offering and Exhibit A

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING THE CONTRACT OF KIMBERLY HORN AND ASSOCIATES, INC. REGARDING PROFESSIONAL PARK DESIGN SERVICES FOR VERTERANS PARK, FOR THE PURPOSE OF AUTHORIZING ADDITIONAL LANDSCAPE ARCHITECTURAL AND CIVIL ENGINEERING SERVICES AT A COST NOT TO EXCEED $119,500; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village Council via Resolution 2021-64 dated June 7, 2021, approved a contract with Kimberly Horn and Associates, Inc. for Professional Park Design Services for the proposed Veteran Park at a cost of $177,100; and

**WHEREAS**, in anticipation of completing moderate modifications to the plan followed by procurement procedures and subsequent construction phases, additional services are needed to facilitate the process; and

**WHEREAS**, said additional services are described in Exhibit A (attached reference) at a proposed cost not to exceed $119,500; and recommended for approval by the Village Council.

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

**Section 1.** The Village Council hereby approves an amendment to the contract with Kimberly Horn and Associates for additional Landscape Architectural and Civil Engineering Services for Veterans Park as described in Exhibit A.

**Section 2**. The Village Manager is hereby authorized to expend funds not to exceed #119,500 for additional services as approved and described in Exhibit A.

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

**PASSED** and **ADOPTED** this ___ day of July, 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

DocuSign Envelope ID: 41AC78BB-D528-40BC-A222-1781194EB8EA



# RESOLUTION NO. 2021-64

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PARK DESIGN PROFESSIONAL SERVICES FOR A PROPOSED VETERANS PARK; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $177,100; AND PROVIDING AN EFFECTIVE DATE.** (*Sponsored by Administration*)

**WHEREAS**, the concept of developing a public park honoring the many men and women who's sacrifice has enabled this great country to be maintain itself as the 'Land of the Free'; and

**WHEREAS**, following cooperative negotiations with our business partner, South Motors, Inc., the Village has acquired the long- anticipated site for such a park; and

**WHEREAS**, it is now time to move forward, with assistance of the Veteran's Park Committee, to formally create the park's design by a noted Professional Consultant with the assistance of the Veteran's Park Task Force and Tree Advisory Board; and

**WHEREAS**, it is recommended that Kimley Horn and Associates, Inc. be authorized to complete this tasks and a cost not to exceed $177,100; pursuant to the terms and conditions of the Professional Services proposal submitted for this project.

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

**Section 1.** Kimley Horn and Associates, Inc., is hereby approved for the procurement of professional services for the design of the Village of Palmetto Bay Veteran's Park with the assistance of the Veteran's Park Task Force and Tree Advisory Board.

**Section 2**. The Village Manager is hereby authorized to approve an expenditure of funds for this purchase not to exceed $177,100.

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

**PASSED** and **ADOPTED** this 7th day of June, 2021.

Attest:

DocuSigned by:
Missy Arocha
6EDC211E5E8C48C...

**Missy Arocha**
**Village Clerk**

DocuSigned by:
Karyn Cunningham
35B93CD2D9CB470...

**Karyn Cunningham**
**Mayor**

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

DocuSigned by:
John C. Dellaglorida
0D0A0D709243466...

**John Dellagloria, Esq.**
**Village Attorney**

**FINAL VOTE AT ADOPTION**:

| | |
|---|---|
| Council Member Patrick Fiore | YES |
| Council Member Steve Cody | YES |
| Council Member Marsha Matson | YES |
| Vice-Mayor Leanne Tellam | YES |
| Mayor Karyn Cunningham | YES |

Kimley»Horn

# AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED June, 14, 2023 to the agreement between **Village of Palmetto Bay** ("Client") and **Kimley-Horn and Associates, Inc.**, ("Consultant" or "Kimley-Horn") executed June 11, 2022 ("the Agreement") concerning Landscape Architecture Services for the Veterans Park Design Services ("Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include additional services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A attached hereto, in accordance with the terms of the Agreement, which are incorporated by reference.

| CLIENT: | CONSULTANT: |
|---|---|
| **Village of Palmetto Bay** | **Kimley-Horn and Associates, Inc.** |
| By: _____ | By: |
| Name: _____ | Name: Julio Collier, P.E. |
| Title: _____ | Title: Senior Vice President |
| Date: _____ | Date: June 14, 2023 |

**Exhibit A** to Amendment Number 1, dated 6/14/23

**Consultant Shall Perform the Following Additional Services:**

**TASK 5 – ADDITIONAL LANDSCAPE ARCHITECTURE SCHEMATIC DESIGN:** Kimley-Horn prepared additional schematic design plans in order to include a larger restroom building. In addition, Kimley-Horn prepared a phasing plan showing the three (3) proposed phases for the project.

**TASK 6 – ADDITIONAL ARCHITECTURE SCHEMATIC DESIGN:** Kimley-Horn consultant prepared additional schematic design plans showing a larger restroom building.

**TASK 7 – ADDITIONAL LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING, STRUCTURAL ENGINERING AND ELECTRICAL ENGINEERING CONTRACT DOCUMENTS:** This task consists of additional effort to separate the overall Veterans Park plan approved by the various Boards of the Village into three (3) separate phases of design construction. Landscape Architecture, Civil Engineering and Electrical Engineering drawings will reflect the three (3) separate phases of Construction in one (1) set of Contract Documents. In addition, Kimley-Horn will provide site structural engineering plans and details for the retaining walls.

**TASK 8 – ADDITIONAL ARCHITECTURAL, MEP AND STRUCTURAL ENGINEERING CONTRACT DOCUMENTS:** This task consists of additional architectural, MEP and Structural engineering plans and details associated with a larger restroom building as shown on the approved schematic design set than what was included in the base scope of services.

**TASK 9 – PHASE 1 LIMITED LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING BIDDING ASSISTANCE:** Kimley-Horn will support the Client during limited bidding and negotiations for Phase 1 of the project. This task consists of the following:

- Attend one (1) pre-bid conference to be attended by one (1) landscape architect and one (1) civil engineer, after the project bid is advertised by the Client.
- Provide answers to consolidated bidders questions to be gathered, organized and issued as one package to Kimley-Horn by the Client.
- Review and provide comments to up to three (3) bid packages. The Consultant comments will not be considered comprehensive or considered a review of completeness of the bid packages.
- Attend a total of three (3) Client conference calls to discuss the bid packages.

**TASK 10 – PHASE 1 LIMITED LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING CONSTRUCTION PHASE SERVICES:** Kimley-Horn will provide professional construction phase services for the project for the purpose of providing assistance to Client during construction. This task assumes that the construction schedule shall not exceed a nine (9) month timeframe for the landscape architectural, electrical engineering and civil engineering components of the project. If the construction schedule is extended or delayed beyond nine months, the Consultant will be entitled to additional services. These services are as follows:

- **Pre-Construction Meeting** – Kimley-Horn will attend one (1) local pre-construction meeting with the Client and Contractor prior to commencement of work at the site. Meeting will be attended by one landscape architect and one civil engineer. The Contractor shall coordinate the meeting to include all involved disciplines and agency representatives. During this task Kimley-Horn will also attend one (1) pre construction meeting with MDWASD.

- **Bi-Weekly Construction Meetings –** Kimley-Horn will attend up to eighteen (18) construction meetings to discuss construction activities and the progress of work. Construction meetings are calculated at 4 hours including travel time and preparation of meeting agenda and meeting minutes.
- **Visits to Site and Observation of Construction** – Kimley-Horn will make up to eighteen (18) site visits (landscape architecture,structural engineering and civil engineering combined) to observe construction activities and the progress of work. These visits will happen simultaneously with the bi-weekly construction meetings listed above.
- **Substantial Completion and Punch-list -** Once the Contractor confirms that the project is substantially complete, one (1) landscape architect and one (1) civil engineer will attend one (1) site walkthrough with the Client, Owner and Contractor to observe and evaluate the completed work for conformance with the approved landscape architecture and site-civil contract drawings. If it is determined that the work is not substantially complete, the site walkthrough will be postponed until the Contractor completes brings the project to an acceptable substantial completion level. Attendance to additional substantial completion site visits will be provided as an additional service. After the substantial completion walkthrough, Kimley-Horn staff will prepare and issue to the Contractor a punch-list of items found to be incomplete, damaged, defective or in non-compliant with the contract documents.
- **Final Notice of Acceptability of the Work -** Kimley-Horn will conduct one (1) final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor.
- **Review of Contractor Payment Requisitions** - Review and provide recommendations toward contractor payment requisitions.

Unforseen Conditions: this task does not include the re-design and process to re-approve any site civil modifications due to unforeseen field conditions. These efforts will be billed as an additional service under a new lump sum agreement.

## ADDITIONAL SERVICES

The following tasks are not part of the scope of services but may be performed as additional services if requested by the Client. These services may include, but are not limited to:

- Revisions to the plans due to substantial changes in project scope, budget, and/or concept.
- Bidding assistance and construction phase services associated with Phase 2 and Phase 3.
- Separate permit packages for Phase 1, Phase 2 and Phase 3.

## SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule of the above tasks as mutually agreed to with the Client.

## FEE AND BILLING

Kimley-Horn will perform the services described in Task 5 through Task 10 of this Scope of Services for the lump sum fees outlined below. Individual task amounts are informational only.

Expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, and word-processing are included in the lump sum fees. Technical use of computers for design, analysis, GIS, and graphics, etc., will be included in the labor fees.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

### LUMP SUM TASKS

| Task | Description | Fee | Fee Type |
|---|---|---|---|
| 5 | Additional Landscape Architecture Schematic Design | $7,500 | Lump Sum |
| 6 | Additional Architecture Schematic Design | $4,500 | Lump Sum |
| 7 | Additional LA, Civil, Site Structural and Electrical Contract Docs | $28,000 | Lump Sum |
| 8 | Additional Architectural, MEP and Bldg Structural Contract Docs | $12,000 | Lump Sum |
| 9 | Phase 1 Limited LA and Civil Bidding Assistance | $6,000 | Lump Sum |
| 10 | Phase 1 Limited LA and Civil Construction Phase Services | $40,000 | Lump Sum |

**TOTAL LUMP SUM TASKS** **$98,000**

### REIMBURSABLE EXPENSES TASKS

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11” x 17”), air travel, and other direct expenses will be billed at cost.

**TOTAL REIMBURSABLE EXPENSES** **$1,500**

The terms and conditions regarding expenses and invoicing shall be as provided in the originally executed agreement.

### ALLOWANCE

An allowance of $20,000 is recommended to cover additional services that may arise during Tasks 5-10 listed above. This allowance will only be used and billed against if requested by the Client.

**TOTAL ALLOWANCE** **$20,000**

**AGENDA ITEM NO. 13.H**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

**DATE:** July 10, 2023

**SUBMITTED BY:** Desmond Chin, Finance

**ITEM TYPE:** Resolution

**AGENDA SECTION:** RESOLUTIONS WITH PUBLIC COMMENT

**SUBJECT:** A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

**SUGGESTED ACTION:**

**ATTACHMENTS:**
Memo-Max Millage Rate FY-24
Reso-Max Millage Rate FY-24

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nicholas Marano, Village Manager

Re: FY 23-24 Maximum Millage Rate and Budget Hearings

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. This resolution deals with two (2) important TRIM rules – establishment of the maximum millage rate and scheduling of formal budget public hearings.

Maximum Millage Rate:

A primary source of revenue for municipal government is the property or ad valorem tax base. Property taxes apply to commercial and residential real property, and commercial personal property. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each $1,000.00 of assessed property value.

Local jurisdictions are required, at the beginning of the budget process, to establish a maximum millage rate. This rate will be advertised by the

Village and mailed by the Miami-Dade Property Appraiser. The initial maximum rate may be decreased by the Village Council during the budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Palmetto Bay at approximately $4,120,000,000. This valuation represents a 10.9% increase from Fiscal Year 22-23 level of $3,714,374,050.

It is important to highlight that while the total market value of property within the Village might have increased, this is not necessarily reflected in an individual homeowner's assessment. Homeowners are taxed based on the assessed value of their home, as compared to the appraised or fair market value of their home. Changes in the overall assessment are due primarily to three factors: new construction, resale of existing homes, and increased value of commercial property now capped at 10%. A Palmetto Bay homeowner may have realized a 10.9% increase in the market value of their home this past year, but the assessed value will only increase by the lesser of 3% or the Consumer Price Index (CPI), which is 6.5% as of December 2022. The Save Our Home (SOH) recapture clause, allows the assessed value to increase as long as the market value is not exceeded. Palmetto Bay homeowners that have owned their property for a long time generally have a larger spread between their assessed value and market value, and therefore might still see an increase in the assessed value.

Budget Hearing Schedule:

The Village is required to hold two formal Budget Public Hearings. There are guidelines on when these hearings must be held. Additionally, a local municipality cannot hold a budget hearing on the same date as either the County (9/7/2023 and 9/21/2023) or the School Board 8/6/2023 and 9/6/2023). There are also special advertising requirements for these hearings. The Village Charter requires that the budget be adopted no later than September 30.

It is recommended, given these constraints, that the following schedule be established:

First Budget Hearing:
Monday, September 11, 2023
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Second Budget Hearing:
Wednesday, September 27, 2023
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

**FISCAL IMPACT:**
Keeping the current millage rate at 2.350 will add approximately $900,000 to the Ad-Valorem receipts.

**RECOMMENDATION:**
The Administration is recommending using the millage rate of 2.350 as the maximum millage for the Village of Palmetto Bay for Fiscal Year 2023-2024.

Approval is recommended.

**RESOLUTION NO. 2023 _____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Administration)*

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

**WHEREAS,** the Village is required under State Statutes to establish and furnish to the Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at which public hearings will be held to consider the FY 2023-2024 millage rate and budget; and,

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

**Section 1**. The proposed maximum millage rate for the Village of Palmetto Bay for FY 2023-2024 is established at 2.350 mills, which is $2.35 for each $1,000.00 of assessed property within the Village of Palmetto Bay.

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

First Budget Hearing:
Monday, September 11, 2023
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Second Budget Hearing:
Wednesday, September 27, 2023
7:00 PM

Village of Palmetto Bay
Municipal Center
9705 E Hibiscus Street
Palmetto Bay, FL 33157

**Section 3.** This Resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this 10th day of July, 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| **Missel Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Marsha Matson _____

Council Member Steve Cody _____

Council Member Patrick Fiore _____

Vice Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**AGENDA ITEM NO. 13.I**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF LUDOVICI PARK BY VOLUNTEERING MIAMI INC., FOR THE PURPOSE OF HOSTING A "VOLUNTEER FAIR 2023" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-Volunteer Miami Fee Waiver-Ludovici
Reso-Volunteer Miami Fee Waiver-Ludovici
Attachments A-D-Volunteer Miami Fee Waiver-Ludovici
Attachment E-Volunteer Miami Fee Waiver-Ludovici

To: Honorable Mayor and Village Council

Date: July 3, 2023

From: Nick Marano, Village Manager

Re: Volunteer Miami Inc.
"Volunteer Fair 2023"

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF LUDOVICI PARK BY VOLUNTEERING MIAMI INC., FOR THE PURPOSE OF HOSTING A "VOLUNTEER FAIR 2023" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**
The Village is in receipt of a request from Volunteering Miami Inc. representative Lorenzo Castillo-Rios, for use of Ludovici Park for the purpose of hosting a "Volunteer Fair" event. Volunteering Miami's mission is to connect local, Miami-based businesses and organizations with student volunteers through one, easy-to-use platform. It is the Village's continuous desire to support local organizations. There is no other conflict or event scheduled for this day, and therefore the venue is available. It is suggested that Volunteering Miami Inc. be granted use of Ludovici Park and associated police officer services, at no charge for the purpose of hosting their 2023 Volunteer Fair event.

**FISCAL/BUDGETARY IMPACT:**
It is estimated that the formal revenue loss from renting the needed park space would not exceed $1,400; staff costs to work the event will not exceed $85; and police officer service fees will not exceed $1,400.

**RECOMMENDATION:**
Approval is recommended.

Attachments:
A. Event/Facility Use Request Questionnaire
B. Letter of Request
C. Site Plan
D. Banner Design
E. Incorporation Status

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF LUDOVICI PARK BY VOLUNTEERING MIAMI INC., FOR THE PURPOSE OF HOSTING A "VOLUNTEER FAIR 2023" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Village is in receipt of a request from Volunteering Miami Inc. representative Lorenzo Castillo-Rios, for use of Thalatta Estate for the purpose of hosting a "Volunteer Fair" event; and

**WHEREAS**, Volunteering Miami's mission is to connect local, Miami-based businesses and organizations with student volunteers through one, easy-to-use platform; and

**WHEREAS**, it is the Village's continuous desire to support local organizations; and

**WHEREAS**, it is suggested that Volunteering Miami Inc. be granted use of Ludovici Park and associated police officer services, at no charge for the purpose of hosting their 2023 Volunteer Fair event.

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

**Section 1.** Volunteering Maimi Inc. is hereby granted use of Ludovici Park for the purpose of hosting their 2023 Volunteer Fair event.

**Section 2**. The Village Manager is hereby authorized to waive all associated rental fees not to exceed one thousand four hundred eighty-five dollars ($1,485).

**Section 3.** The Village Manager is hereby authorized to waive all associated fees for Police Officer Services not to exceed one thousand four hundred dollars ($1,400).

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

**PASSED** and **ADOPTED** this ___ day of July, 2023.

Attest:

_____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

## Event/Facility Use Request Questionnaire

Date: 4/24/23

Event Name: Volunteer Fair 2023

Name of Organization: Volunteering Miami Inc.

Name of Organizer: Lorenzo Castillo-Rios

How many years have you conducted this event at our park? 1

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: ~~9/23/23~~ – TIME?

Date #2: 9/9/23 10-14-23

Date #3: ~~9/2/23~~

Estimated Attendance: 400 Park: Ludovici Park

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Volunteer Fair

Organization's Mission/Vision/Purpose:

Volunteering Miami's chief mission is to connect local, Miami-based businesses and organizations with student volunteers through one, easy-to-use platform.

Ludovici $900
EAFCR $500
$1,400
staff $85
$1,485

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

Volunteering at Miami's Volunteer Fair allows connecting local, Miami-based organizations and volunteer groups to student volunteers through an in-person event. Students attending the event can meet representatives from each organization and their booths in a fun and interactive setting. Through the past two Volunteer Fairs, we could connect over 140 students at Thalatta Estate (November 20, 2022) and over 300 students at the Miami Palmetto Senior High School Volunteer Fair (March 4, 2023).

The Kiwanis Club of Miami, Kiwanis Club of South-Dade/Kendall, and Kiwanis Club of Pinecrest/Palmetto Bay will sponsor and work a barbecue bonding event for all the Key Clubbers and K-Family members of the divisions. Students will have the opportunity to meet their local Kiwanis, bond with boards and members of other clubs, and work together on service projects with different schools to make a difference in their communities.

Having a Volunteer Fair at the same venue will allow all the Key Clubs and Kiwanians to learn about 50 organizations that need student volunteers or have projects that they can partner on. This way, the different schools, and groups can interact while offering more service opportunities to members.

Required Documents:

**I.** **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

**CLICK HERE TO UPLOAD THE SITE MAP**

**II.** Please include the Certificate of Liability Insurance. *****Required once event is approved via Resolution***

*Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157*

**III.** Not-for-Profit Documents with Federal Tax ID # 92-0510614

**CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS**

**********

**General:**

| Yes | No | |
|---|---|---|
| ☑ | ☐ | Is this event open to the general public? |
| ☐ | ☑ | Will there be an admission fee? If yes, please provide amount(s):_____ |
| ☑ | ☐ | Will you have music? Live ☑ Taped ☐ DJ ☑ |

***Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.***

| | | |
|---|---|---|
| ☑ | ☐ | Will there be on-site registration? Online Form Registration |
| ☐ | ☑ | Will there be sponsors or vendors on-site? If yes, please list them below. |

_____

_____

_____

Will your event require tents? Size: 10x10 Quantity: 15

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

**Tents larger than 10' x10'require a separate permit from the building department.*

_____

_____

Will your event require a stage, or platform? Size: N/A Quantity: N/A
**Will require a separate permit from the building department.*

**Insert Image of Stage HERE (if applicable):**

**Area/Amenity of park to be used:** *(Please check all that apply)*

| | | | | |
|---|---|---|---|---|
| ☑ Recreation Room | ☑ Gazebo/Pavilion | ☐ Meditation Garden | ☑ Picnic Area | ☐ Ball Field #____ |
| ☐ Soccer Field | ☐ Football Field | ☑ Open Field Area | ☐ Volleyball Courts | ☐ Playground |
| ☐ Basketball Courts | ☐ Skate Park | ☑ Amphitheater | ☐ Covered Terrace | ☑ Open Terrace |
| ☐ Tennis Courts | ☐ Racquetball Courts | ☐ Walking/Jogging Trails | ☑ Entire Park | ☐ Other _____ |

**Vendors:** Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

- ☐ Caterer _____
- ☐ Food Trucks _____
- ☐ Amusement Rides (Bounce House, Mechanical etc.) _____
- ☐ Other _____

VOLUNTEERING MIAMI

**Volunteer Fair 2023 V2**

Venue: Ludovici Park, Village of Palmetto Bay
Date: Saturday, October 14, 2023

Volunteering at Miami's Volunteer Fair allows connecting local, Miami-based organizations and volunteer groups to student volunteers through an in-person event. Students attending the event can meet representatives from each organization and their booths in a fun and interactive setting. Through the past two Volunteer Fairs, we could connect over 140 students at Thalatta Estate (November 20, 2022) and over 300 students at the Miami Palmetto Senior High School Volunteer Fair (March 4, 2023).

**Groups Involved**
Key Club members around the world learn how to lead and stand for what's right through service and volunteerism. In partnership with their local Kiwanis clubs, high school students make a positive impact as they serve others in their schools and communities.

After serving on the Awards Committee for the *Florida District of Key Club International* and as Lieutenant Governor of Division 26B, a major issue that our local Key Clubs of high schools in Miami-Dade County had is interacting and completing service together, as well as working with other Kiwanis and K-Family Clubs. One of these is Aktion Club which provides adults living with disabilities opportunities to give back to their communities, build leadership and decision-making skills, and develop and use their talents.

Additionally, the Key Clubs of Division 26 and 27 would greatly benefit from partnering with *Volunteering Miami Inc.* through its offering of a Volunteer Fair. Our Volunteer Fair would allow for all of the Key Clubs to offer countless more service projects and opportunities with members while partnering with organizations across Miami to make changes for positive impacts in the communities around us.

**Event**
The Kiwanis Club of Miami, Kiwanis Club of South-Dade/Kendall, and Kiwanis Club of Pinecrest/Palmetto Bay will sponsor and work a barbecue bonding event for all the Key Clubbers and K-Family members of the divisions. Students will have the opportunity to meet their local Kiwanis, bond with boards and members of other clubs, and work together on service projects with different schools to make a difference in their communities.

Having a Volunteer Fair at the same venue will allow all the Key Clubs and Kiwanians to learn about 50 organizations that need student volunteers or have projects that they can partner on. This way, the different schools, and groups can interact while offering more service opportunities to members.

VOLUNTEERING MIAMI

**Key Club Schools List**

Division 26A

- Academy For Advanced Academics
- Belen Jesuit Preparatory High School
- Christopher Columbus High School
- Doral Academy Charter High School
- Downtown Doral Charter Upper School
- Felix Varela Senior High School
- Florida Christian School
- G. Holmes Braddock Senior High School
- John A. Ferguson Senior High School
- Miami Arts Studio
- Miami Sunset Senior High School
- Pinecrest Preparatory Academy
- Saint Brendan High School

Division 26B

- Coral Gables Senior High School
- Coral Reef Senior High School
- Gulliver Preparatory School
- Immaculata - La Salle High School
- Miami Killian Senior High School
- Miami Palmetto Senior High School
- Our Lady Of Lourdes Academy
- Riviera Preparatory School
- School For Advanced Studies Kendall
- South Miami Senior High School

Division 26C

- Center for International Education
- Coral Shores High School
- Keys Gate Charter High School
- Marjorie Basden High School
- Somerset Academy Charter High
- South Dade Senior High School

Division 27A

- American Senior High
- Barbara Goleman Senior High School

VOLUNTEERING MIAMI

- City of Hialeah Educational Academy
- Hialeah Gardens Senior High
- Hialeah High School
- Hialeah-Miami Lakes High School
- iMater Academy Middle-High School
- Jose Marti MAST 6-12 Academy
- Mater Academy Charter
- Mater Lakes Academy High School
- Miami Lakes Educational Center
- Westland Hialeah Senior High School
- Youth Co-Op Preparatory

Division 27B

- Alonzo and Tracy Mourning Senior High
- Aventura High School
- Doctors Charter School
- Dr. Michael M. Krop Senior High School
- Mast @ FIU Biscayne Bay Campus
- Miami Carol City Senior High School
- Miami Norland Senior High School
- Monsignor Edward Pace High School
- North Miami Beach Senior High School
- North Miami Senior High School
- School for Advanced Studies North
- William H. Turner Technical Arts High School

Division 27C

- Cushman High School
- International Studies Charter
- iPrep Academy
- Law Enforcement Officers Memorial High School
- Mater Brickell Academy
- Miami Arts Charter-Wynwood
- Miami Beach Senior High School
- Miami Senior High School
- New World School of the Arts
- SLAM Miami Charter
- YWPA

VOLUNTEERING MIAMI

**Kiwanis Club List**

- Kiwanis of Miami
- Kiwanis of Kendall/South Dade
- Kiwanis of Little Havana
- Kiwanis of Coral Gables
- Kiwanis of Pinecrest-Palmetto Bay
- Kiwanis of Greater Miami Lakes

K-Family clubs and groups will be invited by their sponsoring Kiwanis clubs. The Kiwanis clubs will also be sponsoring and cooking for the barbecue and picnic.

The Florida Key Club Lieutenant Governors of Divisions 26 and 27 will invite the schools to the picnic and barbecue to unite many different clubs from the divisions so that they work together on future projects and initiatives while having a good time, and gaining knowledge and ideas for future service projects for members. They will also be the ones leading the planning process, registration, and collaboration with other clubs for this part of the overall event.


Music and Games
Checkin



VOLUNTEERING MIAMI

# VOLUNTEER FAIR

Volunteering Miami helps connect students from across Miami to organizations in need of student volunteers and interns.

786.385.5154
info@volunteeringmiami.org
www.volunteeringmiami.org

# Volunteering Miami Inc

Palmetto Bay, FL

Is this your nonprofit?

Claim your profile for free

Learn about benefits

## Mission

This organization has not provided GuideStar with a mission statement.

**Ruling year**
2022

**Principal Officer**
Luz Castillo

**Main address**
7640 SW 165th Ter
Palmetto Bay, FL 33157 United States

**EIN**
92-0510614

**Subject area**
Nonprofits

**NTEE code**
Voluntarism Promotion (T40)

**IRS filing requirement**
This organization is required to file an IRS Form 990-N.

Is this your nonprofit? Update Now

Why claim your profile? Learn about benefits

## Programs and results

### What we aim to solve

**This profile needs more info.**
If it is your nonprofit, add a problem overview.

Update Now

This organization has not yet reported any program information.

### Where we work

**This profile needs more info.**
If it is your nonprofit, add geographic service areas to create a map on your profile.

Update Now

# Financials

**Volunteering Miami Inc**



## Unlock financial insights by subscribing to our monthly plan.

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Unlock nonprofit financial insights that will help you make more informed decisions. Try our monthly plan today.

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- Access beautifully interactive analysis and comparison tools
- Compare nonprofit financials to similar organizations

Want to see how you can enhance your nonprofit research and unlock more insights?
Learn more about GuideStar Pro.

# Operations

The people, governance practices, and partners that make the organization tick.

Candid.

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Foundation Center and GuideStar are Candid.

**AGENDA ITEM NO. 13.J**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | July 10, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY MIAMI-DADE COUNTY COMMISSION FOR WOMEN, FOR THE PURPOSE OF HOSTING A "RAISE AWARENESS FUNDRAISER" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-MDC Commission for Women-Thalatta Waiver
Reso-MDC Commission for Women-Thalatta Waiver
Attachment A-Event Facility Request Questionnaire
Attachment B-MDC Sales Tax Exemption Certificate
Attachment C-MDC Summary of Fees
Attachment D-MDC Commission for Women

To: Honorable Mayor and Village Council

Date: July 10, 2023

From: Nick Marano, Village Manager

Re: Fee Waiver Miami-Dade County Commission for Women

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY MIAMI-DADE COUNTY COMMISSION FOR WOMEN, FOR THE PURPOSE OF HOSTING A "RAISE AWARENESS FUNDRAISER" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**
The Village is in receipt of a request from Miami-Dade County Commission for Women, representative Nina Roque, for use of Thalatta Estate for the purpose of hosting a "Raise Awareness Fundraiser" event on Wednesday, September 13, 2023.

The Miami-Dade County Commission for Women, established in 1971, is one of the first women's commissions in Florida. There are several other women's commissions in Florida at the local and state level. Most of these women's commissions are members of the National Association of Commissions for Women, based in Washington, DC. Today there are approximately 270 state, county and local commissions for women located in the United States and its territories.

The Commission for Women is an advisory board to the Board of County Commissioners, the County Administration, and the public at large about issues pertaining to the status of women. The Commission for Women also advocates for the women in the community and strives to improve their quality of life.

**FISCAL/BUDGETARY IMPACT:**
It is estimated that the formal revenue loss from renting the needed park space would not exceed $2,175; and estimated staff cost to work the event will not exceed $260.

**RECOMMENDATION:**
Approval is recommended.

Attachments:

A. Event/Facility Use Request Questionnaire
B. Sales Tax Exemption Certificate
C. Thalatta Summary of Rental Fees
D. Administrative Fee Waiver for Not-For- Profit and Community Groups

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY MIAMI-DADE COUNTY COMMISSION FOR WOMEN, FOR THE PURPOSE OF HOSTING A "RAISE AWARENESS FUNDRAISER" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Administration)*

**WHEREAS**, the Commission for Women is an advisory board to the Board of County Commissioners, the County Administration, and the public at large about issues pertaining to the status of women; and

**WHEREAS,** The Commission for Women also advocates for the women in the community and strives to improve their quality of life; and

**WHEREAS,** the Village is in receipt of a request from Miami-Dade County Commission for Women, representative Nina Roque, for use of Thalatta Estate for the purpose of hosting a "Raise Awareness Fundraiser" event on Wednesday, September 13, 2023; and

**WHEREAS**, it is the Village's continuous desire to support local organizations; and

**WHEREAS**, it is suggested that Miami-Dade County Commission for Women be granted use of Thalatta Estate Park at no charge for the purpose of hosting their "Raise Awareness Fundraiser" event on Wednesday, September 13, 2023 from 4pm to 10pm.

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

**Section 1.** Miami-Dade County Commission for Women is hereby granted use of Thalatta Estate Park at no charge for the

purpose of hosting their “Raise Awareness Fundraiser” event on Wednesday, September 13, 2023, from 4pm to 10pm.

**Section 2**. The Village Manager is hereby authorized to waive all associated rental fees not to exceed two thousand one hundred seventy-five dollars ($2,175).

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

**PASSED** and **ADOPTED** this ___ day of July, 2023.

Attest:

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

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

## Event/Facility Use Request Questionnaire

Date: 6/22/23

Event Name: Miami-Dade County Commission for Women Fundraiser

Name of Organization: Miami-Dade County Commission for Women

Name of Organizer: Nina Roque, Director

How many years have you conducted this event at our park? Ø (Director had wedding there last year 3/19/22)

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1:

Date #2:

Date #3:

Estimated Attendance: 100 Park: Thalatta Estate

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Fundraiser | Raise Awareness.

Organization's Mission/Vision/Purpose:

An advisory board to the Miami-Dade County Board of County Commissioners on issues that affect women and girls.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

The Commission seeks to funds for its various programs including schlarships for graduating seniors attending the Young Women's Preparatory Academy, the Commission's annual CEDAW report with policy recommendations, and the Commission's Connections directy. The Commission also seeks to raise awareness of its various initiatives such as human trafficking awareness, abortion access, menstrual products in public schools, etc.

Required Documents:

**I.** **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

**CLICK HERE TO UPLOAD THE SITE MAP**

**II.** Please include the Certificate of Liability Insurance. ****Required once event is approved via Resolution***

*Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157*

**III.** Not-for-Profit Documents with Federal Tax ID # Government Entity

**CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS** 59-6000573

**********

**General:**

| Yes | No | |
|---|---|---|
| ☑ | ☐ | Is this event open to the general public? |
| ☑ | ☐ | Will there be an admission fee? If yes, please provide amount(s): unclear at this point - $100 |
| ☑ | ☐ | Will you have music? Live ☐ Taped ☐ DJ ☐ unclear at this point |
| | | ***Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.*** understand |
| ☑ | ☐ | Will there be on-site registration? _____ |
| ☑ | ☐ | Will there be sponsors or vendors on-site? If yes, please list them below. |

Unclear at this point.

Will your event require tents? Size: _____ Quantity: _____ unclear at this point.

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

*Tents larger than 10' x10'require a separate permit from the building department.*

Will your event require a stage, or platform? Size:_____Quantity: _____ NO
**Will require a separate permit from the building department.*

**Insert Image of Stage HERE (if applicable):**

microphone | podium.

**Area/Amenity of park to be used**: *(Please check all that apply)*

| | | | | |
|---|---|---|---|---|
| ☐ Recreation Room | ☑ Gazebo/Pavilion | ☐ Meditation Garden | ☐ Picnic Area | ☐ Ball Field #____ |
| ☐ Soccer Field | ☐ Football Field | ☑ Open Field Area | ☐ Volleyball Courts | ☐ Playground |
| ☐ Basketball Courts | ☐ Skate Park | ☐ Amphitheater | ☑ Covered Terrace | ☑ Open Terrace |
| ☐ Tennis Courts | ☐ Racquetball Courts | ☐ Walking/Jogging Trails | ☐ Entire Park | ☐ Other _____ |

**Vendors:** Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

Unclear - understood

☐ Caterer _____

☐ Food Trucks _____

☐ Amusement Rides (Bounce House, Mechanical etc.) _____

☐ Other _____

0000127 07/16/22

FLORIDA

# Consumer's Certificate of Exemption

**Issued Pursuant to Chapter 212, Florida Statutes**

**DR-14**
**R. 01/18**

| 85-8012621859C-3 | 09/30/2022 | 09/30/2027 | COUNTY GOVERNMENT |
|---|---|---|---|
| Certificate Number | Effective Date | Expiration Date | Exemption Category |

This certifies that

MIAMI DADE COUNTY
111 NW 1ST ST STE 2620
MIAMI FL 33128-1933

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

# Important Information for Exempt Organizations

**DR-14**
**R. 01/18**

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# THALATTA ESTATE SUMMARY OF RENTAL FEES

## STEP 1: RENTAL COST

| Monday | | Tuesday | | Wednesday | | Thursday | |
|---|---|---|---|---|---|---|---|
| Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 |
| Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 |
| Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 |
| Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 |
| Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 |
| Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 |
| String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 |
| String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 |
| Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 |
| **Friday** | | **Saturday** | | **Sunday** | | **Observed Holidays** | |
| Package Rate Only | $ 4,600.00 | Package Rate Only | $ 4,600.00 | Ceremony Area | $ 605.00 | Ceremony Area | $ 605.00 |
| Includes all areas* | | Includes all areas* | | Garden Lawn | $ 1,457.00 | Garden Lawn | $ 1,457.00 |
| String Lights-One Set | $ 550.00 | String Lights-One Set | $ 550.00 | Outdoor Terrace | $ 2,475.00 | Outdoor Terrace | $ 2,475.00 |
| String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 | Covered Terrace | $ 1,100.00 | Covered Terrace | $ 1,100.00 |
| | | | | Bride/Groom Suite | $ 550.00 | Bride/Groom Suite | $ 550.00 |
| | | | | Education Room | $ 350.00 | Education Room | $ 350.00 |
| | | | | String Lights- One Set | $ 550.00 | String Lights-One Set | $ 550.00 |
| | | | | String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 |
| | | | | Package Rate (all areas*) | $ 4,600.00 | Package Rate (all areas*) | $ 4,600.00 |

*Package rate includes the entire facility except the string lights

## STEP 2: FACILITY SERVICE FEE

| | |
|---|---|
| Guest count: | 100 |
| Facility Service Fee at a rate of $2.50 per guest (to be determined and added at final payment) | $250.0 |

## STEP 3: VALET COST

** All events over 50 guests are required to have valet services for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 |
| 2 attendants & 1 Supervisor $316.72 | 2 attendants & 1 Supervisor $395.90 | 2 attendants & 1 Supervisor $475.08 | 2 attendants & 1 Supervisor $554.26 | 2 attendants & 1 Supervisor $633.44 |
| Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 |
| 3 attendants & 1 Supervisor $419.44 | 3 attendants & 1 Supervisor $524.30 | 3 attendants & 1 Supervisor $629.16 | 3 attendants & 1 Supervisor $734.02 | 3 attendants & 1 Supervisor $838.88 |
| Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 |
| 4 attendants & 1 Supervisor $522.16 | 4 attendants & 1 Supervisor $652.70 | 4 attendants & 1 Supervisor $783.24 | 4 attendants & 1 Supervisor $913.78 | 4 attendants & 1 Supervisor $1,044.32 |
| Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 |
| 5 attendants & 1 Supervisor $624.88 | 5 attendants & 1 Supervisor $781.10 | 5 attendants & 1 Supervisor $937.32 | 5 attendants & 1 Supervisor $1,093.54 | 5 attendants & 1 Supervisor $1,249.76 |
| Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 |
| 6 attendants & 1 Supervisor $727.60 | 6 attendants & 1 Supervisor $909.50 | 6 attendants & 1 Supervisor $1,091.40 | 6 attendants & 1 Supervisor $1,237.30 | 6 attendants & 1 Supervisor $1,455.20 |

## STEP 4: SECURITY GUARD COST

** All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | | 5 Hour Service | | 6 Hour Service | | 7 Hour Service | | 8 Hour Service | |
|---|---|---|---|---|---|---|---|---|---|
| 1 guard (<50 guests) | $93.09 | 1 guard (<50 guests) | $116.36 | 1 guard (<50 guests) | $139.64 | 1 guard (<50 guests) | $162.91 | 1 guard (<50 guests) | $186.18 |
| 2 guards (50+ guests) | $186.18 | 2 guards (50+ guests) | $232.73 | 2 guards (50+ guests) | $279.27 | 2 guards (50+ guests) | $325.82 | 2 guards (50+ guests) | $372.36 |

## STEP 5: ADD ALL COSTS

Miami-Dade County Commission for Women
Wednesday, September 13, 2023

Hours of Service — Valet: 3:30-10:39 PM
Hours of Service — Security: 3:30-10:39 PM
Event Hours: 4-10 PM

| | |
|---|---|
| **Rental Amount (combine all areas required)** | $ 1,375.00 |
| **Bride/Groom Suite** | |
| **Education Room** | |
| **String Lights** | $ 550.00 |
| **Facility Service Fee** | $ 250.00 |
| **7% Taxes** | |
| **Valet Event Services Cost** | $ 734.02 |
| **C-100 Parking Lot Fee ($321 inlcudes tax)** | $ 321.00 |
| **Security Event Services Cost** | $ 325.82 |
| **TOTAL DUE:** | $ 3,555.84 |

**50% Rental Amount Deposit Due (Check or Money Order)**

*2.25% Credit Card Processing Fee (non-refundable)*

50% Rental Amount Deposit due - if paying with credit card

**Balance Due 30 days prior to Event (Check or Money Order)**

*2.25% Credit Card Processing Fee (non-refundable)*

Final Balance Due - if paying with credit card

To book the venue

**Agreed and Accepted by:** **Date:**

I have read, understand and accept the terms of the rental summary of fees. Thalatta Estate's summary of fees agreement is null and void without an accompanying signed rental application agreement.

Updated and prepared by Vanessa Leycegui as of May 23, 2023

All information is kept confidential and used only for the purposes as noted above.

vleycegui@palmettobay-fl.gov

**Village of Palmetto Bay**
**Parks & Recreation Department**

Thallata Estate at Village of Palmetto Bay
**Administrative Fee Waiver for Not-For-Profit and Community Groups**

Name of Organization: Miami-Dade County Commission for Women

Contact Person: Nina Roque FEI/EIN # 59-6000573

Title within Organization/Community Group: Director

Address: 111 NW 1st Street, Suite 1034

City: Miami State: FL Zip Code: 33128

Telephone: 305-250-8444 Web Site Address: _____

E-Mail: nina.roque@miamidade.gov

Open to the Public: X Open to Group Members Only: _____ Annual Membership Dues: $ _____

Date Room Requested: Wednesday, September 13, 2023 Function Time: From 4PM to 10PM

Number of Hours: 6hours Estimated Attendance: 100 guests Food/Catering: X Yes _____ No

Room Rental Purpose: Raise Awareness / Fundraiser

Please provide a brief outline of your Organization/Community Group and indicate its objectives/services:

An advisory board to the Miami-Dade County Board of County Commissioners on Issues that affect women and girls.

Please provide a written statement of need explaining why fee waiver is being request: _____

I have read, understand and agree to abide by the VOPB Park Rules & Regulations and Facility Rules & Regulations. I attest the applicant organization is eligible and meets the criteria for fee waiver as established in Ord. 2012-12. I understand that the Village has first priority for use of the Edward and Arlene Feller Community room over any nonprofit organization or community group, and the organization or community group will be required to move their meeting to another time and/or date to accommodate the Village's use of the room. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund raising activity in the Edward and Arlene Feller Community Room, the organization or group will be required to pay the full rental amount. A request for waiver of the rental fees must be issued at least ten (10) days prior to the requested day of use. The Edward and Arlene Feller Community room can only be used for up to ten (10) hours a week by community groups or nonprofits. The Edward and Arlene Feller Community Room is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. I will assume full responsibility for cleaning the facility and returning the furnishings to their original position and otherwise have the facility ready for inspection following the rental. I understand and acknowledge that I am the representative of applicant organization and assume complete responsibility for any damage done to the facility or its furnishings during the period of my reservation. I understand the deposit may be refunded if facility is returned to its original condition. The Village of Palmetto Bay values and recognizes the role of community groups and organizations within the Village and I acknowledge the Village Manager shall review the request and award the room rental fee waiver. I understand this decision is final and not subject to appeal.

Signature _____ Date 6/22/23

Approved: ☐ Denied: ☐

Nick Marano, Village Manager

Fanny Carmona Gonzalez, Parks Director

Deposit $500 Check #: _____ Received by: _____

# FACILITY RENTAL RULES & REGULATIONS

## Edward and Arlene Feller Community Room and Amphitheater at Ludovici Park

Thank you for considering the Village of Palmetto Bay as the venue for your event. Throughout this document, you shall be referred to as the Permittee, which shall at all times herein be defined as the party holding the event at the Village of Palmetto Bay. This agreement permits and facilitates rentals; sets governing terms and conditions; and identifies compliance guidelines regarding user rules and regulations as established by the Village of Palmetto Bay.

**Facilities and Fees**

**Community Room:**

Accommodates up to 50 people; includes use of light-food/ beverage prep area. All Community Room rentals are subject to prior written approval from Village Manager.

Weekdays 8:00 am to 5:00 pm: $75.00 per hour, with a minimum three (3) hour rental requirement; Daily rate: 8:00 a.m. to 5:00 p.m. = $375.00

Nights 5:00-11:00 pm, Weekends/Holidays 8:00 am to 11:00 pm: $100.00 per hour, with a minimum three (3) hour rental; Daily rate weekends/holidays = $500.00

*** AV equipment (set-up/break down by Village personnel only!)**

**Amphitheater:**

Weekdays: $75.00 per hour, with a four (3) hour minimum; Daily rate: $450.00.

Weekends/Holidays: $100.00 per hour; four (3) hour minimum; Daily rate: $600.00.

Sound equipment (set-up/break down by Village personnel): $100.00 per hour; Daily rate: $600.00.

**Gazebo:**

Weekdays: $50.00 per hour, with a three (3) hour minimum; Daily rate: $300.00.

Gazebo with use of event/grass area: $75.00 per hour, with a three (3) hour minimum; Daily rate: $450.00.

Weekends/Holidays: $75.00 per hour, with a three (3) hour minimum; Daily rate: $450.00.

Gazebo with use of event/grass area: $100.00 per hour; three (3) hour minimum; Daily rate: $600.00.

* Sound system fees and related needs same as noted under Amphitheater.

**Amphitheater/Gazebo/Event area:**

Weekdays: $100.00 per hour, with a four (3) hour minimum; Daily rate: $600.00

Weekends/Holidays: $150.00 per hour; Daily rate: $900.00

- $500.00 refundable damage/clean-up deposit for any of the above rentals
- If security officer service is required, permittee is to utilize the Security Services of the Village's authorized vendor, who is under contract to provide security services. Security officer services may be required at the discretion of the Village Manager, in consultation with the Village's Police Department.
- If valet service is required, Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay.
- All fees are subject to applicable sales tax.
- Weekends include Friday, Saturday, Sunday and all Village recognized holidays.
- Permittee acknowledges that fees are subject to change.

**Reservation and Payment**

**1.** All rental agreements, which agreement shall be uniform as developed by the Village Attorney, shall be arranged through the Parks & Recreation Department and are subject to the approval of the Director of the Parks & Recreation Department in his/her sole discretion.

**2.** Reservations for rentals are on a first come first serve basis.

**3.** A signed, rental permit application and a rental deposit equal to fifty percent (50%) of the TOTAL Rental Fee is due from Permittee two (2) weeks after Permittee requests the event date. If payment and fully executed Facility Rental Agreement is not received within the deadline the Village of Palmetto Bay will automatically remove the Permittee's reservation from the calendar.

**4.** The rental deposit equal to fifty percent (50%) of the total Rental Fee is refundable within the first 60 days (provided the request for refund is not within 59-days of event date) after the Permittee has signed the rental agreement. Any notice of cancellation must be received in writing to the Village of Palmetto Bay prior to the expiration of the 60 day time period in order to receive a refund. Refund checks will be mailed to the Permittee within four (4) to six (6) weeks of receipt of cancellation.

**5.** Permittee must pay the outstanding balance for an event a minimum of thirty (30) days prior to the event.

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

**Vendors/Subcontractors**

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

**8.** Permittee is responsible for ensuring that all subcontractors and vendors are aware of The Village's Rules and Regulations.

**Event Set Up**

**9.** Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of guest and/or event patrons/staff. Any electrical modifications to electrical panel must be submitted in writing and detailed by a licensed electrician or contractor for Village review and approval. Permits may be required as applicable.

**10.** Failure to notify the Parks & Recreation Department of electrical requirements may result in inadequate power or power failure and repairs will be at the expense of the Permittee.

**11.** Permittee or Permittee's Representative must be on-site to accept deliveries and oversee set up. **The Village staff will not act as Permittee Representative and will not accept or sign for deliveries.**

**12.** Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas must not be blocked at any time.

**Parking**

**13.** If valet service is required, Permittee is to utilize the valet service of the Village's authorized vendor that has a contract to provide such service for the Village of Palmetto Bay. Permittee is to advise the Parks and Recreation Department at least ten (10) days prior to the event of the use a chartered bus service, which service would be used to facilitate attendee drop-off and parking. No Parking is allowed on private property of neighboring residents or within the swale areas of the Village.

**Time Restrictions**

**14.** Weddings, receptions, parties and special events must comply with the Village's noise ordinance #04-24 and amplified music must conclude by 11:00 p.m. No time extensions will be granted the evening of the event.

**15.** Alcoholic beverages service must conclude at least one (1) hour prior to an event's ending time.

**Fundraising**

**16.** Village Manager or designee must approve any auction, sale, games of chance, or other such fundraising ventures in accordance with applicable Village, County and/or State laws/ordinances/ statutes.

**17.** A permit to conduct business on the Village of Palmetto Bay's park property may be required.

**Alcohol Use**

**18.** If liquor is sold, and/or consumed during event, an appropriate liquor license must be obtained by Permittee and be in the name of Permittee or contracted vendor and displayed at event. Prior to the event, Permittee must provide the Parks & Recreation Director or designee with a copy of the liquor license together with a liquor liability insurance policy in the amount of $1,000,000 which names the Village of Palmetto Bay as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this Permit and forfeiture of any security deposit or monies paid. Additionally, Permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding the amount of alcoholic beverages consumed to ensure no one departs the events impaired and unable to safely operate a vehicle and may endanger himself/herself or others.

**Note: Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta Park, upon the prior written authorization of the Village Manager or designee.**

**Restrictions and Prohibited Items**

**19.** Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.

**20.** Smoking is not permitted at any Village park facility, including any open area of the park facility.

**21.** Fireworks or open flames (tiki torches) are not permitted on any part of park property.

**22.** Decorations shall in no way damage the property, buildings, or furnishings and artifacts. Furniture, artwork, and display items may not be moved. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against Permittee.

**23.** No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed. Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the wildlife is not allowed.

**24.** Only service animals for persons with disabilities are permitted at park facility.

**25.** Placement of any item on the grass is subject to the approval of the Parks & Recreation Director or designee. Failure to adhere to this rule may result in additional charges, suspension of privilege of hosting the event or a loss of the security deposit.

**26.** No dumping of any substance is allowed on the grounds, or surrounding areas.

**27.** All matters of set-up, decorations, etc shall be coordinated through the Village's Program and Events Coordinator and/or designated staff person.

**Event Clean Up and Breakdown**

**28.** Permittee is responsible for all event clean up. Permittees are responsible for ensuring that their contracted vendors are aware of all rules and clean up responsibilities. When Permittee leaves the park facility, the facility should look as it did when Permittee arrived. Failure to adhere to clean up rules may result in additional charges, and/or a loss of the security deposit. (Permittees are encouraged to obtain a private vendor and/or contractual services to accommodate litter control, etc during the event, as well as post-event clean-up. Any labor required by The Village personnel to clean the event site will be done so at an additional charge of $200.00 per hour, deductible from the security deposit. Any balance over the security deposit amount due to clean up shall be invoiced to the Permittee.

**29.** The Village will provide trash cans and liners as needed. All trash must be removed and dumped in appropriate dumpsters located on the property. The Village hourly clean-up fee as described in Paragraph 28 above shall be imposed for failure to properly dispose of trash/trash bags.

**Building Condition and Appearance**

**30.** Permittee agrees to accept the event site in "as-is" condition. By executing this Permit, Permittee shall be deemed to have accepted the event site in acceptable order, condition.

**Property Damage Repair and/or Replacement**

**31.** Any Village property, which is damaged or destroyed during Permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the Permittee. **Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, the Village reserves the right to collect from Permittee any charges and/ or damages not covered by the security deposit. Permittee agrees to reimburse the Village within 30 days upon proof from the Village of damages, repairs made, and costs incurred in effectuating the repairs.**

**Inclement Weather**

**32.** The Permittee should establish a back up plan in case of inclement weather. At no time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that may in any way affect Permittee's events at Village Park. Upon issuance of a Tropical Storm and/or Hurricane Watch or Warning for Miami-Dade County, the Village of Palmetto Bay closes to the public and prepares for the approaching storm. **Events scheduled for evenings in which a Storm Watch or Warning is issued for Miami-Dade County will be cancelled.** The Permittee may select an alternate available date on which to hold their event at the Village Park. If the Permittee chooses to fully cancel their event at the Village Park due to its closing by a Storm Watch or Warning, a refund of monies paid by the Permittee will be granted upon written notification of cancellation by Permittee to the Village. The Village of Palmetto Bay shall in no way be held responsible for any costs resulting from a closure due to inclement weather, including a Storm Warning or Watch.

**Additional Terms and Conditions**

**33.** Permittee agrees to adhere to all instructions of the Village of Palmetto Bay's staff and/or representatives.

**34.** Permittee agrees to abide by all federal, state, and local laws.

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

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

**37.** Permittee shall indemnify and hold harmless the Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

**38.** Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached Original Permit Application and required deposits.

I Nina Roque, **have read and understand these rules and regulations and accept the terms of the rental permit.**

Permittee Signature

Dated 6/22/23

Nina Roque

Print Name