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.

AGENDA
SPECIAL COUNCIL MEETING
MONDAY, JULY 17, 2023 – 6:00 PM

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

---

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

2. **REQUEST, PETITIONS, AND PUBLIC COMMENTS** 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.

3. 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)*

4. 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)*

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)*

5. RESOLUTIONS WITH PUBLIC COMMENTS

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 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)*

C. 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)*

D. 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)*

E. 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)*

6. COUNCIL COMMENTS

7. NEXT MEETING AND ADJOURNMENT

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

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;

- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

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

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, 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. 3.B

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 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. 4.A

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 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)*
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. 4.B

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, 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: $500 Per Acre $200 per 10 residential units or portion thereof and/or $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: $500 Per Acre and $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: $500 Per Acre and $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) $250 (Annual Inspection)
SITE PLAN (PUBLIC HEARING)*	
Residential	$1,500 plus $500 per acre or portion thereof and $250 per 10 units or portion thereof
Commercial	$2,500 plus $750 per acre or portion thereof and $225 per 5,000 sq. ft. or portion thereof

Mixed-Use	$2,500 plus: $750 per acre or portion thereof and $250 per 10 units or portion thereof and $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
Village Clerk

Karyn Cunningham
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: $500 Per Acre $200 per 10 residential units or portion thereof and/or $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: $500 Per Acre and $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: $500 Per Acre and $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) $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 $500 per acre or portion thereof and $250 per 10 units or portion thereof
Commercial	$2,500 plus $750 per acre or portion thereof and $225 per 5,000 sq. ft. or portion thereof
Mixed-Use	$2,500 plus: $750 per acre or portion thereof and $250 per 10 units or portion thereof and $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 All other uses minimum fee, plus: $1,500 Per acre ... and $500 Per 10 units or portion thereof ... or $200 Per 5,000 sq. ft. or portion thereof $200	Individual single-family, two family, or live/work unit $50 All other uses minimum fee, plus: $1,500 Per acre ... and $500 Per 10 units or portion thereof ... or $200 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 + Size of Property (per 10 acres or portion thereof) $570 Size of Buildings (per 5,000 sq.ft. or portion thereof) $228	Minimum Fee $1,500 and, Size of Property (per 10 acres or portion thereof) $570 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 Private Schools: Minimum Fee $1,500 and, Size of Property (per 10 acres or portion thereof) $570 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 Up to 5.0 gross acres$11,400 5.1—10.0 gross acres$21,660.00 10.1—20.0 gross acres$42,750.00 20.1—40.0 gross acres$64,410.00 40.1—80.0 gross acres$85,500.00 80.1—160.0 gross acres$102,600.00 160.1—320.0 gross acres$119,700.00 320.1—480.0 gross acres$136,800.00 480.1—640.0 gross acres$153,900.00 640.1—800.0 gross acres$171,000.00 800.1—960.0 gross acres$188,100.00 960.1—1120.0 gross acres$205,200.00 1120.1—1280.0 gross acres$222,300.00	Base fee, plus:$17,100 Up to 5.0 gross acres$11,400 5.1—10.0 gross acres$21,660.00 10.1—20.0 gross acres$42,750.00 20.1—40.0 gross acres$64,410.00 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 Final Plat $500	$1,068.75 plus minimum fee of $1,068.75	$750 plus $50 per lot ($20 above 20) (Preliminary) $500(Final)	$975 (Pre-Application) $1,768 plus $115 per lot (Preliminary) $1,248 (Final)		$500 (Tentative) $1,000 (Final)	$5,000 (Tentative) $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 (Plan Review) $1,000-$2,000		$5,000 (Tentative) $500 (Final)		$1,500-$5,250
Short-Term Rental Registration	$167	$500			$832			
Short-Term Rental Renewal	$167	$500 (Renewal) $250 (Annual Inspection)			$624 (Renewal) $416 (Annual Inspection)			
Site Plan (Public Hearing)*	$855 Public Hearing Fee Plus: Residential: $1,140 Size of property: $570 per 10 acres or portion thereof Number of units: $285 per 15 units or portion thereof Commercial: $1,710 Size of Property: $684 per 10 acres or portion thereof Size of building: $228 per 5,000 sq. ft. or portion thereof	Residential: $1,500 plus Size of property: $500 per acre or portion thereof Number of units: $250 per 10 units or portion thereof Commercial: $2,500 plus Size of Property: $750 per acre or portion thereof Size of building: $225 per 5,000 sq. ft. or portion thereof Mixed Use: $2,500 plus Size of Property: $750 per acre or portion thereof Residential Portion: $250 per 10 units or portion thereof Non-Residential Portion: $225 per 5,000 sq. ft. or portion thereo	Single Family Residential: $712.50 plus minimum fee of $1,068.75 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 Utility shed (maximum 100 sq. ft.) $235.12 Fence/wall $235.12 Storage of boat/RV $235.12 Interior/exterior integration area $235.12 Setback adjustments for attached/detached structure(s) $448.87 Any administrative adjustment involving tennis court, swimming pool or other recreational use $555.75 Any adjustment for the construction of a new residence $722.47 Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage $555.75	Residential: Construction of a new residence $722 Lot area, lot frontage, lot coverage $555 All other residential administrative variances: $235 All variance requests a result of a code violation: Double Fee Commercial: $1,000	$748.13-$1,204.13	$400-$600	$936-$1,352			
Variance (Public Hearing)*	**Use Variance** AU/GU/RU-1/RU-2/EU: $1,710 RU-TH/MULTI-FAM/PAD: $2,850 RU-5/RU-5A/OPD: $3,990 BU: $3,990 IU: $3,420 **Non-use Variance** Signs: $1,710 **Non-use variance or administrative site development option** Residential/one lot: $300	Residential (single-family) per Section 30-30.6 $300 Multi-family/Commercial/Mixed-Use per Section 30-30.6 $3,990 Signage Variance $1,710 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 Change to RU-TH/MULTI-FAM/PAD: $1,710 Change to RU-5/RU-5A/OPD: $2,280 Change to BU: $3,420 Change to IU: $2,850	To Residential (Single-Family) $3,500 To Multi-Family $5,000 To Commercial or Office $5,000 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. 4.C

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, 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.

DocuSign Envelope ID: 282D10E3-F950-4BF4-A541-0B68024E96AA

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.

DocuSign Envelope ID: 282D10E3-F950-4BF4-A541-0B68024E96AA

(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. 5.A

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	**RESOLUTIONS WITH PUBLIC COMMENTS**
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. 5.B

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, Human Resources
ITEM TYPE:	Resolution
AGENDA SECTION:	**RESOLUTIONS WITH PUBLIC COMMENTS**
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

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

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.

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.

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.

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.

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.)

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.)

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.

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.

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.

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.

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.

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.

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

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

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.

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.

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.

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.

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.

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.

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.

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.

Article 38 Miscellaneous Provision

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.

Article 38 Miscellaneous Provision

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.

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

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

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

Robin Russell
Witness

Robin Russell
Print Name

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

AGENDA ITEM NO. 5.C

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	**RESOLUTIONS WITH PUBLIC COMMENTS**
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

Unlock financial insights by subscribing to our monthly plan.

Subscribe

Unlock nonprofit financial insights that will help you make more informed decisions. Try our monthly plan today.

- Analyze a variety of pre-calculated financial metrics
- 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.

Officers, directors, trustees, and key employees | Highest paid employees | Board of directors

Connect with nonprofit leaders

Subscribe

Build relationships with key people who manage and lead nonprofit organizations with GuideStar Pro. Try a low commitment monthly plan today.

- Analyze a variety of pre-calculated financial metrics
- 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.

Candid.

Candid is a 501(c)(3) nonprofit organization, EIN 13-1837418. Donations are tax-deductible. ©2023 Candid. All rights reserved. Terms of Service.

Foundation Center and GuideStar are Candid.

AGENDA ITEM NO. 5.D

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	**RESOLUTIONS WITH PUBLIC COMMENTS**
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 ☑
☑	☐	Will there be on-site registration? Online Form Registration
☐	☑	Will there be sponsors or vendors on-site? If yes, please list them below.

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 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.

Checkin
Music and
Games



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.

Subscribe

Unlock nonprofit financial insights that will help you make more informed decisions. Try our monthly plan today.

- Analyze a variety of pre-calculated financial metrics
- 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.

Candid is a 501(c)(3) nonprofit organization, EIN 13-1837418. Donations are tax-deductible. ©2024 Candid. All rights reserved. Terms of service.

Foundation Center and GuideStar are Candid.

AGENDA ITEM NO. 5.E

Item Cover Page

SPECIAL COUNCIL MEETING AGENDA ITEM REPORT

DATE:	July 17, 2023
SUBMITTED BY:	Missy Arocha, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	**RESOLUTIONS WITH PUBLIC COMMENTS**
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