

TOWN OF CUTLER BAY

Mayor Paul S. Vrooman
Vice Mayor Edward MacDougall
Council Member Timothy J. Meerbott
Council Member Ernest N. Sochin
Council Member Peggy R. Bell

Interim Town Manager Steve Alexander
Interim Town Attorney Mitchell Bierman
Town Clerk Erika Gonzalez-Santamaria

In accordance with the American with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Interim Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

TOWN COUNCIL MEETING AGENDA (Revised)

Wednesday, June 7, 2006

7:00 PM

South Dade Regional Library
10750 SW 211 Street
(305) 234-4262

I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

II. INVOCATION

III. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Proclamation for Victoria Reynaldo

IV. APPROVAL OF MINUTES

A. Minutes of the May 25, 2006

V. ADDITIONS, DELETIONS AND DEFERRALS

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE SECTION ENTITLED, "NUISANCE VEGETATION ABATEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Recommend deferral to date certain of July 5, 2006)

VI. TOWN MANAGER'S REPORT

VII. TOWN ATTORNEY'S REPORT

VIII. BOARD AND COMMITTEE REPORTS

IX. CONSENT AGENDA (ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED BY A COUNCILMEMBER)

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING ADMINISTRATIVE ORDER NO. 06-2; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSULTING AGREEMENT WITH INTERNATIONAL DATA CONSULTANTS, INC., FOR INFORMATION TECHNOLOGY RELATED SERVICES; PROVIDING AN EFFECTIVE DATE.
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO EMERGENCY MANAGEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING THE ACTING TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH A HURRICANE DEBRIS REMOVAL CONTRACTOR OR CONTRACTORS; PROVIDING AN EFFECTIVE DATE.
- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLES AND RELATED EQUIPMENT FROM BLAKE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; PROVIDING AN EFFECTIVE DATE.
- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLE AND RELATED EQUIPMENT FROM MAROONE HONDA IN AN AMOUNT NOT TO EXCEED \$28,000; PROVIDING AN EFFECTIVE DATE.
- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE TOWN HALL FURNISHINGS FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$75,000; PROVIDING AN EFFECTIVE DATE.

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE SPACE; AUTHORIZING THE ACTING VILLAGE MANAGER TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 4,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING TRANSMITTAL; AND PROVIDING AN EFFECTIVE DATE.
- H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA SUPPORTING THE SOUTH LINK ALTERNATIVE ANALYSIS, CITIZENS ADVISORY COMMITTEE (CAC) RECOMMENDATION OF ALTERNATIVE 5 METRORAIL AND ALL OF THE INTERIM IMPROVEMENTS BETWEEN DADELAND AND FLORIDA CITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- I. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THAT AN ELECTION BE HELD TO FILL THE REMAINING TERM OF OFFICE OF THE VICE-MAYOR; DESIGNATING THE QUALIFICATION PROCEDURES FOR THE ELECTION; AUTHORIZING THE TOWN CLERK TO NOTIFY THE SUPERVISOR OF ELECTIONS OF THE ELECTION DATE AND QUALIFYING PERIOD AND PROVIDING FOR AN EFFECTIVE DATE.
- X. **QUASI-JUDICIAL CONSENT AGENDA (ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA IF REQUESTED BY A MEMBER OF THE TOWN COUNCIL, THE TOWN STAFF, THE APPLICANT, OR ANY AFFECTED PARTY)**
- XI. **QUASI-JUDICIAL HEARINGS**
- XII. **PUBLIC HEARINGS**
 - A. **RESOLUTIONS**
 - B. **ORDINANCES**
 - 1. **FIRST READING**
 - a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES ABUTTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; EXEMPTING CERTAIN DEVELOPMENT; PROVIDING FOR WAIVERS; PROVIDING FOR SEVERABILITY; PROVIDING

PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW FOR THE SPECIFIC MATTERS ADDRESSED HEREIN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING PROCEDURES FOR ZONING WORKSHOPS; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

2. SECOND READING

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33, "ZONING" ARTICLE VI, "SIGNS," DIVISION 2, "GENERAL PROVISIONS" OF THE TOWN'S CODE OF ORDINANCES, BY PROVIDING FOR THE PROHIBITION OF OFF-PREMISES SIGNAGE WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AND ADOPTING THE INTERIM BUDGET FOR THE TOWN OF CUTLER BAY FOR FISCAL YEAR 2005-06; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

XIII. PUBLIC COMMENTS

XIV. MAYOR AND COUNCIL MEMBER COMMENTS

XV. OTHER BUSINESS

XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT

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

TOWN OF CUTLER BAY
MINUTES TOWN COUNCIL MEETING
Thursday, May 25, 2006
7:00 PM
South Dade Governmental Center
10710 SW 211 Street, Room 203
Miami, FL 33189

Meeting commenced at 7:06 PM

INVOCATION: Mayor Vrooman asked all to join him in a moment of silence.

I. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

Mayor Vrooman called the meeting to order. The following members of the town council were present:

Mayor Paul S. Vrooman
Vice Mayor Edward P. MacDougall – telephone conference
Council Member Timothy J. Meerbott
Council Member Ernest N. Sochin
Council Member Peggy R. Bell

The following staff members were present:
Interim Town Manager Steven Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Clerk Elizabeth Sewell

Mayor Vrooman led the pledge allegiance.

II. PROCLAMATIONS, AWARDS, PRESENTATIONS: None.

III. TOWN MANAGER'S REPORT

The Town Manager advised that he and the Town Attorney are continuing negotiations with Miami-Dade County regarding the interlocal agreements and revenues. He provided a report regarding the hiring of the town police commander. He advised that Lieutenant Richard Pichardo was recommended by the Miami-Dade Police Department and shall be filling the position.

Commander Pichardo addressed the Council and expressed his gratitude at being selected to be the town police commander. He introduced the implementation team that would be working with him.

Mayor Vrooman welcomed Commander Pichardo and his team.

IV. TOWN ATTORNEY'S REPORT: None at this time.

V. BOARD AND COMMITTEE REPORTS

- A. Council Member Bell made a brief presentation regarding the selection process of finding the permanent town clerk. She recognized and thanked the committee members for their hard work in the selection process of the town clerk.

Ms. Rosie Alvarez provided a report of the town clerk citizens committee. She presented three applicants to the town council: Beverly Brown, Ericka Gonzalez Santamaria and Carol Simpson Walker. Ms. Alvarez provided an explanation of the interview process utilized by the committee. The applicants were rated on the following categories: education, work experience and computer knowledge.

VI. ADDITIONS, DELETIONS, AND DEFERRALS

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE SECTION ENTITLED, "NUISANCE VEGETATION ABATEMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. – Defer to date certain of June 7, 2006.

Council Member Meerbott moved to defer the proposed ordinance to the June 7, 2006, council meeting. Seconded by Council Member Sochin. All voted in favor. The proposed ordinance was deferred until the June 7, 2006, council meeting.

VII. CONSENT AGENDA

- A. Minutes of the May 18, 2006, Council Meeting: Council Member Meerbott moved to approve the minutes of the May 18, 2006, council meeting as amended. Seconded by Council Member Bell. All voted in favor. The minutes were approved as amended unanimously.

VIII. RESOLUTIONS

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A TOWN CLERK; PROVIDING FOR AN EFFECTIVE DATE.

The town council conducted interviews with each applicant at the council meeting. Each applicant provided information regarding their knowledge and experience. The council discussed the qualifications and experience of each individual.

Council Member Bell moved to approve Erika Gonzalez Santamaria as the town clerk and amend the resolution to authorize Council Member Bell to negotiate an employment contract with Ms. Santamaria. Seconded by Council Member Sochin. A roll call vote was taken as follows: Council Member Bell, Yes; Council Member Meerbott, Yes; Council Member Sochin, Yes; Vice Mayor MacDougall, Yes; Mayor Vrooman, Yes. The proposed resolution was adopted unanimously (5-0).

IX. RESOLUTIONS REQUIRING PUBLIC HEARING: None at this time

X. ORDINANCES FOR FIRST READING AND EMERGENCY ORDINANCES:
None at this time

XI. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE SECTION ENTITLED, "FLOODPLAIN MANAGEMENT REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The town attorney provided a brief presentation regarding the proposed ordinance. He advised that the town is required to participate in the National Flood Insurance program.

Mayor Vrooman opened the public hearing and asked if anyone wished to speak in favor of or in opposition to this ordinance. No one wished to be heard. The public hearing was closed.

Council Member Meerbott moved to approve the proposed Ordinance. Seconded by Council Member Sochin. A roll call vote was taken as follows: Mayor Vrooman, Yes; Vice Mayor MacDougall, not present; Council Member Meerbott, Yes; Council Member Sochin, Yes; Council Member Bell, Yes. The proposed ordinance was adopted on second reading. (4-0)

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING A CHAPTER OF THE TOWN CODE OF ORDINANCES, ENTITLED "VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE," PROVIDING FOR PROCEDURES FOR DISCLOSURE OF CAMPAIGN CONTRIBUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The town attorney provided a brief explanation regarding the purpose of this ordinance.

Mayor Vrooman opened the public hearing and asked if anyone wished to speak in favor of or in opposition to this ordinance. No one wished to be heard. The public hearing was closed.

Council Member Meerbott asked that the ordinance be amended to include that the disclosure be made known publicly by the town clerk at the council meeting.

The town attorney stated that the ordinance could be amended, as follows: Paragraph "C" shall read that the town clerk shall inform the council on the record at a public meeting of any disclosures that were made in relation to any items before the council prior to the hearing or prior to the awarding of the contract.

Council Member Meerbott moved to amend as stated by Attorney Bierman. Seconded by Council Member Sochin. A roll call vote was taken as follows: Mayor Vrooman, Yes; Vice Mayor MacDougall, absent; Council Member Meerbott, Yes; Council Member Sochin, Yes; Council Member Bell, Yes. The proposed ordinance was adopted on second reading. (4-0).

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING THE TOWN COUNCIL AGENDA FORMAT; CREATING TOWN COUNCIL MEETING PROCEDURES; CREATING ADVERTISEMENT AND NOTICE REQUIREMENTS; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Vrooman provided a brief explanation regarding the changes on this ordinance. He opened the public hearing.

The following individuals spoke in regards to this proposed ordinance: Joy Cooper, 9365 Nassau Drive; and, Beth Parets, 19301 Holiday Road.

The town attorney provided an explanation regarding the requirements for land use matters and courtesy notices.

Council Member Bell moved to approve. Seconded by Council Member Sochin. A roll call vote was taken as follows: Mayor Vrooman, Yes; Vice Mayor MacDougall, absent; Council Member Meerbott, Yes; Council Member Sochin, Yes; Council Member Bell, Yes. The proposed ordinance was adopted on second reading (4-0).

XII. PUBLIC COMMENTS

The following individuals spoke: Bill Mickeljohn, 9311 Stirling Drive; Joy Cooper, 9365 Nassau Drive; and Louise Lockwood, 9071 Richmond Drive.

XIII. OTHER BUSINESS

- A. Council Member Bell reported that the logo committee's first meeting will be next month. She advised that she had notified the past presidents about the passing of the town's former mayor. President Bill Clinton responded with his condolences to the town and mayor's family.
- B. Council Member Sochin provided a brief report regarding his attendance at the hurricane preparedness committee meeting. He advised that he would be attending the Florida League of Cities conference.
- C. Council Member Meerbott suggested selecting committee members to serve on the various citizens advisory committees.
- D. Mayor Vrooman provided a status report regarding the funding for storm water request made to the State was vetoed today.

XIV. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT

Presentation by student from Whispering Pines who participated in essay contest entitled "How Are We Going to Be Different as a Town", at the next council meeting.

The next council meeting will be held on June 7, 2006, at the South Dade Governmental Center.

The meeting was officially adjourned at 8:55 pm.

Prepared and submitted by:

*Elizabeth A. Sewell, CMC
Interim Town Clerk*

*Adopted by the Town Council on
this 7th day of June, 2006.*

Paul S. Vrooman, Mayor

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

ORDINANCE NO. ____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING
THE SECTION ENTITLED, "NUISANCE VEGETATION
ABATEMENT"; PROVIDING FOR SEVERABILITY;
PROVIDING FOR INCLUSION IN THE CODE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 8.03 of the Town Charter of the Town of Cutler Bay (the "Town"), there is presently in effect within the Town the provisions of the Code of Ordinances of Metropolitan Dade County (the "County Code") providing for the regulation of nuisances within the Town; and

WHEREAS, as a result of the recent hurricanes and severe weather events which have affected the Nation, State of Florida, and the Town of Cutler Bay ("Town"), it is recognized to be necessary to implement additional regulations to assure the protection of the public health, safety and welfare; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is protective of the public health, safety and welfare; and

WHEREAS, preservation of uniform regulations and continuance of electric and utility services is vital to the maintenance of order and the economic viability of the Town; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Nuisance Vegetation Abatement. The Ordinance Entitled "Nuisance Vegetation Abatement" is hereby created as follows:

Nuisance Vegetation Abatement

A. Title; applicability; to constitute minimum standard.

This chapter shall be known as the "Nuisance Vegetation Abatement" and shall be applicable in the Town of Cutler Bay.

B. Declaration of legislative intent.

The Council finds that certain vegetation may endanger the health, safety and welfare of the Town of Cutler Bay by interfering with utility lines including power lines.

C. Definitions

(1) *Line clearance or Line Clearing* shall mean maintaining, trimming, pruning, or removing all vegetation, including but not limited to all trees, shrubs or vines growing or existing in proximity to any above ground electric transmission line, electric service line, telephone line, cable line or other utility line.

(2) *Qualified line-clearance professional* shall mean an individual who through related training and on-the-job experience, is familiar with the equipment and hazards in line clearance and has demonstrated the ability to perform the specific techniques required to do so effectively and safely. Such professional need not currently be employed by a line-clearance contractor. In conducting the line clearing, the qualified line clearing professional must adhere to the standards set forth in the American National Standards Institute (ANSI) and be certified or licensed to do such work. Additionally, such professional shall be a certified or licensed arborist or shall be

associated with a certified or licensed arborist and shall maintain liability insurance in the minimum amount of \$500,000 per occurrence.

(3) *Vegetation and Vegetative Matter* shall include, but is not limited to all types, maturity and varieties of trees, plants, shrubs, palms or components thereof, whether dead or alive.

C. Public nuisance declared.

(1) Any vegetation and/or any vegetative matter located within four (4') feet of any above ground electric transmission line, electric service line, telephone line, cable line or other utility line, are hereby declared a public nuisance.

(2) It shall be the right of every property owner and tenant of any property to abate any nuisance as described in (1) above by causing such nuisance to be remedied by a qualified line-clearance professional.

D. Notice to remedy condition.

If the Town Manager or designee finds and determines that a public nuisance as described and declared in Part C, above, hereof exists, he shall so notify the record owner of the offending property in writing and demand that such owner cause the condition to be remedied. The notice shall be given by registered or certified mail, addressed to the owner or owners of the property described, as their names and addresses are shown upon the record of the Miami Dade County Property Appraiser, and shall be deemed complete and sufficient when so addressed and deposited in the United States mail with proper postage prepaid. In the event that such notice is returned by postal authorities the Director shall cause a copy of the notice to be served by a law enforcement officer upon the occupant of the property or upon any agent of the owner thereof. In

the event that personal service upon the occupant of the property or upon any agent of the owner thereof cannot be performed after reasonable search by a law enforcement officer the notice shall be accomplished by physical posting on the said property.

E. Form of notice.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC NUISANCE

Name of owner _____

Address of owner _____

Our records indicate that you are the owner(s) of the following property in the Town of Cutler Bay, Florida:

(described property)

An inspection of this property discloses, and I have found and determined, that a public nuisance exists thereon so as to constitute a violation of the Town of Cutler Bay Nuisance Vegetation Ordinance in that there exists on the above-described property vegetation and/or any vegetative matter located within four (4') feet of any above ground electric transmission line, electric service line, telephone line, cable line or other utility line. You are hereby notified that unless the above-described vegetation and/or vegetative matter are trimmed or removed within twenty (20) days from the date hereof, the Town of Cutler Bay will proceed to trim or remove said vegetation and/or vegetative matter and the cost of the work, including advertising costs and other expenses, will be imposed as a lien on the property if not otherwise paid within thirty (30) days after receipt of billing.

Town of Cutler Bay, Florida

By _____

F. Hearing.

Within twenty (20) days after the mailing of notice to the property owner, the property owner may make written request to the Town Manager for a hearing before him or a person designated by him to hear such matters, to show that the vegetation and/or vegetative matter referred to in the notice are not located within four (4') feet of any above ground electric transmission line, electric service line, telephone line, cable line or other utility line. At the hearing the Town or the property owner may introduce such evidence as is deemed necessary. The Town Manager or person designated by him shall hold hearings at appropriate times and places, and the Town Manager shall establish rules and regulations for the review procedure. Following the review by the Town Manager or person designated by him, the owner will be deemed to have exhausted his administrative remedies.

G. Vegetation and/or Vegetative Matter may be trimmed or removed by Town; lien for expenses.

If within twenty (20) days after mailing of the notice no hearing has been requested and the vegetation and/or vegetative matter described in the notice have not been trimmed or removed, the Town Manager or designee shall have the vegetation and/or vegetative matter trimmed or removed by the Town of Cutler Bay at the expense of the property owner. If a hearing has been held and has concluded adversely to the property owner, the Town Manager or designee

shall have the vegetation and/or vegetative matter trimmed or removed by the Town of Cutler Bay at the expense of the property owner.

After removal of the vegetation and/or vegetative matter the Town Manager shall certify to the Town Clerk the expense incurred and shall include a copy of the notice above-described and a copy of the decision of the Town Manager, or his designee, if a hearing was held, whereupon such expense shall become payable within thirty (30) days, after which a special assessment lien and charge will be made upon the property, which shall be payable with interest at the rate of six (6) percent per annum from the date of such certification until paid.

Such lien shall be enforceable in the same manner as a tax lien in favor of Town of Cutler Bay and may be satisfied at any time by payment thereof including accrued interest. Notice of such lien shall be filed in the Office of the Clerk of the Circuit Court and recorded among the public records of Dade County, Florida.

H. Duty of the Town Clerk to keep records of liens.

The Town Clerk shall keep complete records relating to the amount payable for liens above-described.

I. Review by certiorari.

Any party aggrieved by the administrative decision may have such decision reviewed by the filing of a petition for writ of certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, for a review of the record upon which the decision is based, in accordance with the procedure and within the time provided by the Florida Appellate Rules for the review of the rulings of any commission or Board, which rules of practice and procedure are

hereby adopted. For such purposes, the Town Manager shall make available for public inspection and copying the record of each such decision to be reviewed; provided, the Manager may make a reasonable charge commensurate with the cost, in the event he is able to and does furnish copies of all or any portion of the record at the hearing. Prior to certifying a copy of any record or portion thereof, the Manager or his designee shall make all necessary corrections in order that the copy is a true and correct copy of the record, or those portions thereof requested, and shall make a charge of not more than twenty-five cents (\$0.25) per page, instrument or exhibit; provided the charges here authorized are not intended to repeal or amend any fee or schedule of fees otherwise established.

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

Section 4. Inclusion In The Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5 Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading on _____, 2006

PASSED AND ADOPTED on second reading on _____, 2006.

Attest: _____
ELIZABETH SEWELL
Interim Town Clerk

PAUL S. VROOMAN
Mayor

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

- Mayor Paul S. Vrooman _____
- Vice Mayor Edward P. MacDougall _____
- Council Member Timothy J. Meerbott _____
- Council Member Ernest N. Sochin _____
- Council Member Peggy R. Bell _____

RESOLUTION NO. 06-____**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING ADMINISTRATIVE ORDER NO. 06-2; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the "Town") desires to facilitate well planned and organized development within its boundaries; and

WHEREAS, Section 33-319 of the Town's Code of Ordinances permits the Town Manager to issue an administrative moratorium if he finds that existing zoning districts in an area of the Town are detrimental to this area if they continue to remain applicable; and

WHEREAS, the Town Manager has determined that it is in the public interest to issue an administrative moratorium for properties abutting Old Cutler Road from S.W.184 Street to the Town limits because existing zoning districts are inappropriate and may be detrimental to this area should they continue to remain applicable; and

WHEREAS, pursuant to the Town Code, an administrative moratorium may be effective for a maximum of 120 days, and will no longer be necessary once an alternative zoning scheme is applied to the area; and

WHEREAS, the Town Council desires to accomplish the policy outlined in the Town Manager's Administrative Order, a copy of which is incorporated herein by reference.

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

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

Section 2. Administrative Order. Administrative order No. 06-2, issued by the Town Manager pursuant to the Section 33-319 of the Town Code, is hereby approved.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this ____ day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager

A handwritten signature in black ink, appearing to be "SJA", written over a horizontal line.

Date: June 2, 2006

Re: Information Technology Services

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSULTING AGREEMENT WITH INTERNATIONAL DATA CONSULTANTS, INC., FOR INFORMATION TECHNOLOGY RELATED SERVICES; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff had utilized a consultant to commence operation of the information technology equipment necessary for day-to-day performance. Through the State of Florida, SPURS Vendor List, staff has determined that it is prudent to procure services from International Data Consultants due to its high level of experience in the public sector and its reasonable cost for services due to the competitive bidding process undertaken by the State.

Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for services through a formal Request for Proposal.

RECOMMENDATION

Approve the proposed resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSULTING AGREEMENT WITH INTERNATIONAL DATA CONSULTANTS, INC., FOR INFORMATION TECHNOLOGY RELATED SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") has determined that an essential need exists for Information Technology Consulting services and is desirous of entering into an Agreement, substantially similar to the contract competitively bid by the State of Florida; and,

WHEREAS, in accordance with Section 3.10 of the Town Charter and to the extent it so requires, Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by the State of Florida (SPURS Vendor Number: F-650488212-001), to procure Information Technology at a competitive price.

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

Section 1. The above recitations are true and correct and incorporated herein by reference.

Section 2. Execution of the Agreement is authorized. The Town Manager is authorized to execute and deliver the Agreements substantially in the form as attached hereto and section 3.10 of the Charter is hereby waived to the extent it requires competitive procurement by the Town of the same.

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

PASSED and ADOPTED this 7th day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

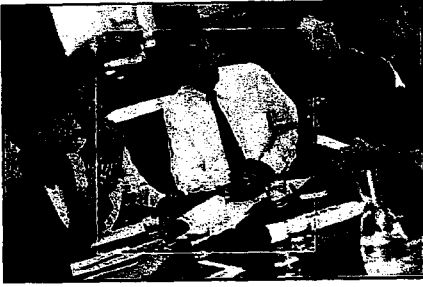
Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____



IT Staffing Proposal for

Town of Cutler Bay

May 15, 2006

Dear Mr. Alexander,

The Town of Cutler Bay finds itself in a position common to new cities in South Florida. You are in need of providing ongoing services to the residents of your new city with virtually no infrastructure. International Data Consultants is positioned to help the Town of Cutler Bay develop a comprehensive IT plan designed to take into account::

- Future growth and the addition of more server functionality when needed
- Integration of voice and data, (voice over IP phone structures)
- Disaster recovery planning (remote backup storage, server configuration)
- Comprehensive backup solutions (rotation schedule, media safe, off-site)
- Data and voice security, (firewalls, spam filtering & router configuration)
- Staff support for ongoing IT issues, (helpdesk)
- Design of wired and secured wireless dataflow
- Infrastructure design for ERP/CRM system
- Internet / intranet design and implementation

These elements are but a few of the critical requirements when designing a comprehensive IT infrastructure that is both cost effective yet capable of growing with the city on order to provide continuous service to the cities residence.

International Data Consultants has provided outsourced IT services to South Florida based companies, non-profits and government agencies for over 10 years. In that time IDC has refined the outsourcing model to make on-site staff augmentation, help desk services, on-demand IT trouble response services, consulting services and even Virtual CIO services simple and seamless. IDC's IT service plans are designed to meet demanding production schedules and budget constraints to provide the best trained, most highly qualified staff available to tend to your IT issues.

The information contained in this document is confidential.

International Data Consultants, Inc. Copyright © 2003. All rights reserved
13302 SW 128 Street Miami, FL 33186 P 305 253 7677 F 305 253 7657

Creating a city's IT department can be very expensive and time consuming. Screening candidates, determining their level of technical competency and their ability to fit into an organizations culture can sometimes be disastrous. All too often, an employees technical shortcomings are revealed during critical IT failures.

While employees are expensive, IT employees tend to be the most expensive. Continual training is often required to keep IT staff up to date in order to ensure that the city is leveraging all potential IT benefits. Frequently, cities find that they have trained staff only to lose them to higher paying jobs.

In order to mitigate these problems IDC has developed a flexible IT staffing and management plan. With hundreds of years of combined staff experience and over 200 active clients, IDC has built the experience to keep your company moving forward without the headaches. The experience gained at one client quickly translates to the entire staff and is leveraged at other clients.

IDC encourages staff to continue certification paths and provides incentives to those engineers that pursue new or higher level certification paths.

IDC's goal is to partner with our customer and become an integral part of the city's staff. To do this successfully, IDC views IT through critical business requirements. On some occasions the simplest, least technological solution is the best business solution and the best business solution is the goal of the IDC team.

TIME & MATERIALS:

Our simplest offering is a time and materials based service. In all cases the request is scheduled through the office and an engineer is sent out on an as-available basis.

RATE: \$150 / hour

Note: For government agencies this rate is \$125 per hour invoiced monthly providing invoices are paid within the net 30 time period. Should payment not be received in that time frame IDC will request that the agency purchase Block Time for continued service.

BLOCK TIME:

In order to provide more responsive service IDC devised a block time structure where time is purchased in advance and engineers respond to production issues in 4 hours or less. This method, available in Dade and Broward County, also provides for a discount in the rate structure.

RATE: 50 hour blocks @ \$120 / hour 75 hour blocks @ \$110 / hour

ON-SITE STAFF:

For cities with greater requirements IDC offers dedicated on-site IT staff for immediate response. Qualified to perform all levels of IT function IDC staff are invoiced for time in service only. This means that if there are no IT projects, issues or maintenance the city is not paying for unused time. Days are scheduled one week in advance or on an on-going basis.

RATE: \$85 / hour in service (with a 5 hour per day min, days based on 8 hours)

HELP DESK:

To help track IT issues and provide city clientele with the highest quality service IDC offers a help desk service. A city employee with a problem calls the IDC help desk which is staffed Mon – Fri 8:30AM – 6:00PM. The problem is logged and the end user receives a confirmation email. The dispatcher schedules an engineer to deal with the issue. Once resolved, the trouble ticket is closed and the city employee receives an email to provide feedback as to the quality of service. These emails are copied to the city IT liaison for quality control purposes.

RATE: \$10 / city staff one time setup fee & \$4.00 per ticket invoiced monthly

Virtual CIO:

An increasing number of cities are outsourcing critical IT functions, including senior engineering and IT executive roles. In an outsourcing model, organizations reap the benefits of having access to a wide range of talented personnel and experience without the complexities associated with recruiting, hiring and training full-time staff. This enables the city employees to focus on their core business, and not have to double as technology gurus. IDC has fulfilled the role of Virtual CIO in order to help companies over technology hurdles, reorganize into a more efficient IT organization, develop an IT plan for funding purposes or just as a more cost effective method to have high quality controls in an organization.

RATE:

Virtual CIO, VP or Director positions are customized to the organizations needs and vary in price structure. Rates start at \$3,000 per month based on a yearly contract.

IDC understands that outsourced IT requires a great deal of trust in the outsourcing agent. In order to help build that trust, IDC guarantees their quality of service. If at any point, the Town of Cutler Bay is not satisfied with the services received on any given day, notify IDC within 24 hours of the issue at hand for that days services within 24 hours and IDC will correct the issue or refund the time charged for that day.

Attached please find a sample of the equipment /Operating system we would recommend to start the city with a flexible and comprehensive IT plan.

Thank you for your time and we look forward to working with you in the near future.

Cordially,



Dennis R. Deblois
President / CEO
International Data Consultants, Inc.



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager 

Date: June 2, 2006

Re: Storm Debris Removal Service

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO EMERGENCY MANAGEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING THE ACTING TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH A HURRICANE DEBRIS REMOVAL CONTRACTOR OR CONTRACTORS; PROVIDING AN EFFECTIVE DATE.

We need to set up a storm debris removal service for the Town as soon as possible. With Hurricane season rapidly approaching, the Town needs to be assured that the necessary personnel, equipment and supplies, such as fuel, are available on a priority basis. The most efficient way to do this at this point in our development is to hire an outside firm to provide these services. Locally based firms are preferred. This is primarily due to the rapid response time a local company can initiate the process of clean up.

RECOMMENDATION

It is neither practical nor advantageous for the Town to use formal competitive bidding procedures for the acquisition of essential storm debris removal service needed immediately and that, subject to the provisions of the Town Charter cited above, that formal competitive bidding be waived for the services and that the selection of the services be based on the recommendation of the relevant Council member upon 4/5 vote of the Town Council:

Funds for these activities will be available from the \$300,000 advance from Miami-Dade County as necessary; however, it is our intention to negotiate an agreement that is fully reimbursable through funds from FEMA and the State.

My recommendation is that formal competitive bidding be waived, and that the Acting Town Manager be authorized to retain a locally based firm able to perform the required services including, clean up of storm related debris on a priority basis, sufficient demonstration of control of the necessary equipment for initial road clearing and ultimate cleanup, provision of sufficient fuel for such equipment, trailerable generators that can be used by the Town for its Emergency Operating Center (EOC), among other criteria as may be required by the Manager. The firm should have a list of other communities in which they have provided a similar function.

RESOLUTION NO. 06 - ____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO EMERGENCY MANAGEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AUTHORIZING THE ACTING TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH A HURRICANE DEBRIS REMOVAL CONTRACTOR OR CONTRACTORS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") is engaged in the start-up of municipal government and the provision of initial government services; and

WHEREAS, the Town Council finds that it is necessary to obtain the services of a qualified hurricane debris removal contractor or contractors who can respond on an emergency basis in the event the Town sustains damage in a hurricane or other natural disaster; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, Town Manager has made or written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the hurricane debris removal contractors: Downrite Engineering Corp. and Tip Top Enterprises, Inc. are qualified and willing to perform these services under terms acceptable to the Town.

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

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

Section 2. **Town Manager Authorization.** The Acting Town Manager is authorized to enter into agreements with Downrite Engineering Corp. and Tip Top Enterprises, Inc. for the provision of hurricane debris removal services in substantially the form attached hereto and section 3.10 of the Charter is hereby waived to the extent they require competitive procurement of the same.

Section 3. **Effective Date.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

**CITY OF HOMESTEAD, FLORIDA**

790 N. HOMESTEAD BOULEVARD • HOMESTEAD, FLORIDA 33030
TELEPHONE: (305) 224-4400 • WEBSITE: www.cityofhomestead.com

ROSCOE WARREN, *Mayor*
LYNDA BELL, *Vice-Mayor*
CURTIS K. IVY, JR., *City Manager*

COUNCIL MEMBERS:
AMANDA S. GARNER
NORMAN L. HODGE, JR.

STEVEN D. LOSNER
JEFFREY D. PORTER
JUDY WALDMAN

November 10, 2005

Sent via fax: 305-256-5386

Mr. Sam Lobue
President
Downrite Engineering
14241 SW 143 Court
Miami, FL 33186

Re: Hurricane Debris Removal

Dear Mr. Lobue:

Attached is an acceptance letter, signed by the City of Homestead's City Manager, Mr. Curtis K. Ivy, Jr., authorizing Downrite Engineering to proceed with debris removal throughout the City of Homestead and in accordance with Miami-Dade's RFQ Contract # 6417-1/04-1.

At this time the purchase order (also attached) may not exceed \$50,000 until further approval by our City Council has taken place. Our City Council is scheduled to approve on November 15, 2005.

Please note that the City of Homestead will be closed in observance of Veterans Day on Friday, November 11, 2005. However, you may reach the Project Manager, Mr. Julio Brea via his cell phone at 305-301-4464.

The City of Homestead looks forward to doing business with your company.

Sincerely,

Michelle Lundquist
Bids & Contracts Administrator

NOV-10-2005 14:45 From: CITY OF HOMESTEAD

3052244439

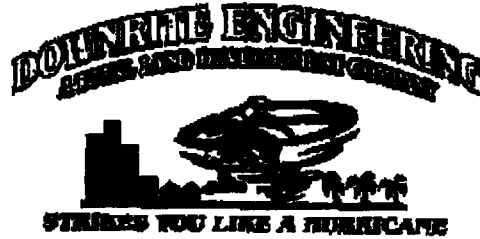
To: 3052244619

P.2/4

11/10/2005 01:14 3052329666

DOWNRITE ENGINEERING

PAGE 02



Curt Ivy, City Manager
 City of Homestead
 790 North Homestead Blvd.
 Homestead, Florida 33030

RE: Hurricane debris removal

Dear Sir,

Downrite Engineering would like the opportunity to assist the City of Homestead in expediting its hurricane recovery. With a major NASCA event around the corner, it has come to our attention that there still remains a significant amount of debris as a result of storm activity this season. Downrite has been activated under contract 6417 with Miami-Dade County and has gone through a competitively bid process. For your review, we have attached a copy of the Notice to Proceed and the Purchase Order which we are operating under.

Please consider this correspondence as our request to begin assistance under to the City of Homestead at the same negotiated prices and terms that exist with the current contractor.

If this is acceptable, please sign below and return via facsimile and we will begin mobilizing as soon as authorized.

Regards,

Sam Lobue
 President

Sam Lobue
 Authorized

Curtis K. Ivy, Jr.
 Curt Ivy, City Manager

11/10/05
 Date



City of Homestead
790 N. Homestead Boulevard
Homestead, Florida 33030-6299
Phone: (305) 224-4620 • Fax: (305) 224-4639

PURCHASE ORDER NO.	060723
ORDER DATE	11/10/2005
P.O. NUMBER AND REQUESTING DEPT. MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS AND CORRESPONDENCE	

VENDOR NUMBER: 5812
 DOWNRITE ENGINEERING CORP.
 14241 S.W. 143 COURT
 MIAMI, FL 33186
 PH (305) 232-2340

PAGE 1
 CITY OF HOMESTEAD
 GENERAL SERVICES DEPT.
 PROCUREMENT & CONTRACTS
 450 SE 6TH AVE
 HOMESTEAD FL 33030

SHIPMENTS ACCEPTED MONDAY THROUGH FRIDAY FROM 7:00 A.M. TO 3:30 P.M.

REQUISITION	QUANTITY	TERMS	PO#	SHIPMENT
99999	ML	NET		

ITEM NO.	STOCKING	ACCOUNT NUMBER	QUANTITY	UNIT PRICE	TOTAL AMOUNT
----------	----------	----------------	----------	------------	--------------

IN ACCORDANCE WITH APPROVAL LETTER SIGNED BY CURT IVY ON 11/10/05. THIS PO IS A RESULT OF A PIGGY-BACK OF M-DADE COUNTY'S RFQ CONTRACT #6417-1/04-1. THIS PO WAS GENERATED UNDER THE EMERGENCY PURCHASING POWERS OF THE CITY MANAGER AND CAN NOT EXCEED \$50,000 UNTIL APPROVED BY COUNCIL. COUNCIL IS TO APPROVE ON 11/15/05. PLEASE SIGN AND DATE A COPY OF THIS PURCHASE ORDER AND FAX TO (305)224-4639 AS YOUR ACKNOWLEDGEMENT OF THIS ORDER.

DATED _____

PLEASE PROVIDE EXPECTED DELIVERY DATE: _____
 BILLING ADDRESS FOR CITY OF HOMESTEAD IS AS FOLLOWS
 790 NORTH HOMESTEAD BLVD HOMESTEAD, FLORIDA 33030
 ALL INVOICES SHOULD BE DIRECTED TO THE FINANCE DEPARTMENT WITH RESPECTIVE PO# PRINTED ON INVOICE. TERMS OF PAYMENT: NET 30; TO ASSURE PROMPT PAYMENT INVOICES SHOULD HAVE PO# PRINTED ON INVOICE.
 DELIVERY HOURS ARE FROM 7:00 A.M. - 12:00 P.M. AND 1:00 P.M. TO 3:30 P.M.
 IF YOU HAVE ANY QUESTIONS PLEASE CONTACT MICHELLE LUNDQUIST @ 305-224-4626 OR EMAIL: MLUNDQUIST@CI.HOMESTEAD.FL.US

REQUESTING DEPARTMENT
 MICHELLE (FOR FW&SD)



The CITY OF HOMESTEAD is EXEMPT from FEDERAL EXCISE TAXES AND STATE SALES AND USE TAX. Where federal tax applies invoice must show gross price, amount of tax, net price, exemption certificate will be signed on request. State Sales and Use Tax Certificate No. 23-06-324839-54C. At time of purchase State Sales Tax Exempt No. 23-06-94281-84 Federal Excise Tax No. 59-78-0014 K Property Transportation Tax Exemption: We are exempt from Property Transportation Tax. Shipping Papers showing "The City of Homestead as Consignee," are acceptable to Carrier as proof of exemption. CONSIGNOR otherwise liable for tax for failure to show, "The City of Homestead as Consignee."
 Submit Material Safety Data Sheets for substances found on the current Florida Toxic Substance List, in accordance with Florida Statutes - Chapter 422.106.

PURCHASING DIRECTOR: _____



City of Homestead
790 N. Homestead Boulevard
Homestead, Florida 33030-6299
Phone: (305) 224-4620 • Fax: (305) 224-4639

PURCHASE ORDER NO	060723
ORDER DATE	11/10/2005
P.O. NUMBER AND REQUESTING DEPT. MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS AND CORRESPONDENCE	

ROOM

VENDOR NUMBER:
DOWNRITE ENGINEERING CORP.
14241 S.W. 143 COURT
MIAMI, FL 33186
PH (305) 232-2340

SHIP TO

PAGE 2
CITY OF HOMESTEAD
GENERAL SERVICES DEPT.
PROCUREMENT & CONTRACTS
450 SE 6TH AVE
HOMESTEAD FL 33030

SHIPMENTS ACCEPTED MONDAY THROUGH FRIDAY FROM 7:00 A.M. TO 3:30 P.M.

REQUISITION	BUYER	TERMS	F.O.B	SHIP VIA
-------------	-------	-------	-------	----------

ITEM NO	STOCK NO	ACCOUNT NUMBER	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	TOTAL AMOUNT
1	528 001	49150335343560	HURRICANE DEBRIS REMOVAL	1.00	EA	50000.0000	50000.00

REQUESTING DEPARTMENT
MICHELLE (FOR PW&SD)



50000.00

The CITY OF HOMESTEAD is EXEMPT from FEDERAL EXCISE TAXES AND STATE SALES AND USE TAX. Where federal tax applies invoice must show gross price, amount of tax, net price, exemption certificate will be signed on request. State Sales and Use Tax Certificate No. 23-06-324999-54C. At time of purchase State Sales Tax Exempt No. 23-08-94281-84 Federal Excise Tax No. 59-76-0014 K Property Transportation Tax Exemption: We are exempt from Property Transportation Tax. Shipping Papers showing "The City of Homestead as Consignee," are acceptable to Carrier as proof of exemption. CONSIGNOR otherwise liable for tax for failure to show, "The City of Homestead as Consignee." Submit Material Safety Data Sheets for substances found on the current Florida Toxic Substance List, in accordance with Florida Statutes - Chapter 422.106.

PURCHASING DIRECTOR: _____

**CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND TIP TOP
ENTERPRISES, INC.**

This contract is made and entered into this ___ day of _____, 2003 between the **Village of Palmetto Bay**, a Florida municipal corporation, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 ("Village") and **Tip Top Enterprises, Inc.**, a corporation, located at 18101 SW 98 Court, Palmetto Bay, FL 33157 ("Contractor").

WITNESSETH:

WHEREAS, Village desires to engage and retain the services of the contractor to perform the work described in this contract and the Contractor desires to accept the engagement.

NOW THEREFORE, in consideration of the sum and mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clause is incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 All services identified in this Statement of Work, including the additional services, shall be provided only when required and explicitly requested by the Village Manager or his designee through the issuance of a detailed work order. Such work order shall include a detailed scope of services, costs and work location. The Village shall provide individual work orders for each park facility. Unless specifically indicated on the work order, the contractor shall not assume the scope of services included in a work order shall apply to all Village-managed park facilities. The contractor shall not commence or undertake any work or service until a work order has been approved by the Village Manager or designee. Additionally, all work performed pursuant to an approved work order, shall be approved by the Park Manager prior to the remittance of an invoice. Approval from the Park Manager shall be a requisite for payment.

2.2 Basic Services- The work shall include, but may not be limited to the furnishing of all labor, materials, tools, equipment, machinery and services including, fertilizing, sweeping, weeding, insect spraying, pruning, and mulching for the proper maintenance of the trees and palms on Village parks and public right-of-ways. Additionally, the Contractor shall provide mowing, edging, sweeping, weeding, herbicide applications, insect control, aerating, and fertilizing for the proper maintenance of the public right-of-ways. The Contractor shall maintain the areas covered by this contract at the frequency rate prescribed by the Village Manager or designee. This contract does not cover grounds maintenance services unless specifically requested by the Village Manager or designee in accordance with the procedure stated in Section 2.1. In the event such services are requested, the Contractor must honor the prices specified on the bid form pursuant to Bid No. 2005-07.

2.3 Additional Miscellaneous Services- In addition to the services specified herein, the Village may from time to time require other services related to grounds maintenance and landscaping from the contractor. Such services include but are not limited to litter, trash and debris removal (including, but not limited to, small items such as paper, cans, bottles, and dead animals), landscape lighting maintenance and irrigation system installation and/or repair, including, but not limited to, adjusting of timers and maintaining photo cell, street planting, and other miscellaneous ground services. In the event the Village shall require additional services not specifically included in this contract, the contractor shall provide a cost estimate in advance which the village will accept or deny at its sole discretion.

2.4 Emergency Services- In the event of a natural disaster or other emergency situation, the Village shall have the right to mobilize the Contractor and the Contractor shall provide the necessary services to the Village upon the Village's request. To that extent, the Contractor shall be responsible for providing to the Village Manager or designee on an annual basis and no later than June 1st a rate sheet detailing the Contractor's reasonable rates for hurricane-related work including but not limited to vehicle, machinery, supplies, equipment, materials, and labor costs. The Village shall accept or deny these rates at its sole discretion and seek the services from another qualified contractor if so desired.

2.5 Schedule of Costs- Costs for the maintenance services to be provided shall be billed in accordance with the following schedule:

Unit Fee Schedule for Parks Maintenance Services	
Unit Fee for Mowing Services (per acre) (Including labor, supplies, materials & equipment)	\$48.00- rotary \$58- reel
Unit Fee for Fertilizing (per acre)- If prices differ for the different types of fertilizer, please attach a sheet indicated the per acre feet for each type of fertilizer (Including labor, supplies, materials & equipment)	\$225.00- based \$450.00- premium
Unit Fee for Insect/Disease Spraying (per acre) (Including labor, supplies, materials & equipment)	\$120.00
Unit Fee for Herbicide (per acre) (Including labor, supplies, materials & equipment)	\$105.00
Unit Fee for Aeration (per acre) (Including labor, supplies, materials & equipment)	\$50.00
Unit Fee for Mulching (per acre) (Including labor, supplies, materials & equipment)	\$1,200.00
Unit Fee for Fertilizing Shrubs (per linear foot) (Including labor, supplies, materials & equipment)	\$0.40
Unit Fee for Fertilizing Trees and Palms (per tree/palm) (Including labor, supplies, materials & equipment)	\$2.80
Unit Fee for Insect/Disease Spraying Shrubs (per linear foot) (Including labor, supplies, materials & equipment)	\$0.36
Unit Fee for Insect/Disease Spraying Trees and Palms (per tree/palm) (Including labor, supplies, materials & equipment)	\$15.00- palms \$30.00- trees
Unit Fee for Clean-up of Palm Fronds (per palm) (Including labor, supplies, materials & equipment)	\$12.00
Unit Fee for Tree Trimming & Pruning for Small Trees up to 8 ft. Tall (per tree) (Including labor, supplies, materials & equipment)	\$10.00
Unit Fee for Tree Trimming & Pruning for Large Trees over 8 ft. Tall (per tree) (Including labor, supplies, materials & equipment)	\$40.00

Unit Fee for Palm Trimming & Pruning (per palm) (Including labor, supplies, materials & equipment)	\$15.00
Unit Fee for Shrubbery Trimming & Pruning (per linear foot) (Including labor, supplies, materials & equipment)	\$0.75

Unit Fee Schedule for Medians and Right-of-Ways Maintenance Services

Unit Fee for Mowing Services (per linear ft.) (Including labor, supplies, materials & equipment)	\$0.02
Unit Fee for Fertilizing (per linear ft.)- If prices differ for the different types of fertilizer, please attach a sheet indicated the per linear foot for each type of fertilizer (Including labor, supplies, materials & equipment)	\$0.25
Unit Fee for Insect/Disease Spraying (per linear ft.) (Including labor, supplies, materials & equipment)	\$0.36
Unit Fee for Aeration (per linear ft.) (Including labor, supplies, materials & equipment)	\$0.20
Unit Fee for Mulching (per linear ft.) (Including labor, supplies, materials & equipment)	\$0.32
Hourly Labor Rate I – Straight Time (Monday through Friday, from 8:00 a.m. to 5:00 p.m. including labor and travel)	\$24.00
Hourly Labor Rate II – Overtime (Monday through Friday, before 8:00 a.m. or after 5:00 p.m. on weekends or holidays, including labor and travel)	\$30.00
Response Time:	immediate

3. CONTRACTOR'S RESPONSIBILITIES

3.1 The contractor will be expected to:

1. Maintain adequate manpower and supplies, and be prepared and available to respond to emergency situations at all times (24 hour, 7 days per week)
2. Clear roadways or access areas in the event of an Act of God, auto accident or other emergency event, as determined by the Village
3. Contractor must be on 24 hour call, at all times, for emergency purposes
4. Coordinate maintenance duties related to special events as required by Village staff, including shutting down of the irrigation pumps.
5. Ensure maintenance of traffic conforms to all local, state, and federal transportation regulations.
6. Adhere to local, state, and Federal Environmental Protection Agency requirements for proper waste disposal
7. Contractor's principal shall be available to attend meetings with Village officials within 24 hours of notification
8. All of the contractor's employees must wear a uniform that identifies the company name at all times
9. Submit a hurricane mobilization and preparedness plan at the beginning of the hurricane season specifically relating to manpower, equipment, and scheduling to the Village for approval.

10. Contractor shall be solely responsible for any damage inflicted upon the underground utilities and any other infrastructure while working. To that extent, the Contractor shall be responsible for the review and interpretation of survey documents prior to the beginning of any landscaping work that may result in the damage of underground utilities and other infrastructure.

4. COMMENCEMENT DATE AND TERM

4.1 The term shall commence upon the date of this contract and expire upon the earlier of _____ or the acceptance of full performance by the Village.

4.2 Work shall commence upon the issuance of a purchase order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work. Acceptance of work by the Village shall be evidenced by a notice of completion or by a notice of acceptance.

5. PAYMENT

5.1 The Village shall pay the contractor the contract amount(s) provided in Section 2.5. The amount shall be either a fixed price or shall be based on agreed charges for time and materials for an amount not to exceed the stated fixed amount. The amount to be paid shall be stated in the task order authorizing the work.

5.2 The Village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the Village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

6. TRANSFER AND ASSIGNMENT

6.1 None of the work or services under this contract shall be subcontracted unless Contractor obtains prior written consent from the Village. Approved Subcontractors shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractors' acts, errors or omissions.

6.2 The Contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Contractor from the Village under this contract 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 Contractor to the Village.

7. MODIFICATIONS – CHANGE ORDERS

7.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The Village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract.

7.2 If any change causes an increase or decrease in the price charged, the maximum amount of the contract, or the time required for performance of any part of the work under this contract, or otherwise affects the conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

8. TERMINATION FOR DEFAULT

8.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination.

7.1 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.2 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the Village in the event that Contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond Contractor's control.

7.3 The Village shall have no liability to the Contractor for future profits or losses in the event of termination for default.

7.4 The rights and remedies of the Village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7.5 Should Contractor provide the Village with written notice of cancellation of contract, Contractor will be required to refund a pro-rata share of the compensation identified in paragraph 5.

9 TERMINATION FOR DELAY.

9.1 If the project is suspended or the Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 10 days written notice.

9.2 The liability of the Village upon termination by the Contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by Contractor to the time of termination by Contractor. The Village shall not be liable for future profits or losses.

10. TERMINATION FOR CONVENIENCE

10.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Contractor. The Contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The Village shall not be liable for future profits or losses.

10.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

11. TERMINATION FOR LACK OF FUNDS

11.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the Village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the Village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding.

11.2 In the event the Village declines to appropriate funds for payment of the contract for future fiscal years, Contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal year. The liability of the Village to Contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

11.3. For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to Contractor shall be limited to payment for services when payment is received by the Village from the county, state or federal authority. The Village shall submit all required documents requesting payment within a reasonable time. The Village shall not be liable to Contractor for work performed in the event that payment is not received by the Village from a county, state or federal funding authority. This is a pay-when-paid clause.

12. NO DAMAGES FOR DELAY CLAUSE

No claim for damages or any claim other than for an extension of time shall be made or asserted against the Village by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the Village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village or its agents. Otherwise, the Contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

13. LIQUIDATED DAMAGES

It is mutually agreed that time is of the essence in the performance of this contract. Should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Village will retain the amount of, \$100.00 per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension of time. The sum shall represent the actual damages which the Village will have sustained by failure of the Contractor to complete the work within the specified

time; it being further agreed that the sum is not a penalty, but is the stipulated amount of damage sustained by the Village in the event of a default by the Contractor.

14. RIGHT TO WITHHOLD

If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Contractor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

15. INTEREST PAYMENTS DUE TO LATE PAYMENT

15.1 The Village shall make payment to Contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74.

15.2 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

16. LIENS

The Contractor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

17. INDEPENDENT CONTRACTOR

The Contractor is furnishing its services as an independent Contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

18. INSURANCE AND INDEMNIFICATION

18.1 The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

18.2 The Contractor shall not commence work under this contract until it has obtained all insurance required by the Village. The Contractor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Contractor, or the Contractor's Subcontractors, suppliers and laborers incident to the performance of the Contractor's services under this contract. The Contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

18.3 The Contractor shall maintain during the term of this contract the following insurance:

A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the Contractor shall become legally obligated to pay as damages for claims arising out of the services performed by the Contractor or any person employed by him in connection with this contract. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this contract. However, the Contractor may purchase Specific Project Professional Liability Insurance which is also acceptable.]

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

D. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

E. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

18.4 The Contractor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Contractor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

18.5 Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this contract.

19. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin.

B. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment

advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

C. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the contracting officer that explain this clause.

D. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

E. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, the notice to be provided by the contracting officer advising the labor union or workers' representatives of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

G. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

H. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Governmental contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

I. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each Subcontractor or vendor. The Contractor shall take the action with respect to any subcontract or purchase orders as the Department of Labor may direct as a means of enforcing the provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of the direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

20. MEDIATION

20.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

20.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

20.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

21. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

22. NOTICES

22.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices. For the purposes of this contract, notice shall be provided to the as follows:

To the Village: Village of Palmetto Bay
Village Manager
8950 SW 152 Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234

To Contractor: Tip Top Enterprises, Inc.
President
18101 SW 98 Court
Palmetto Bay, FL 33157
Telephone: 305-255-8198

23. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

23.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

23.2 The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 24.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

23.3 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

24. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

25. SEVERABILITY

Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

26. ENTIRE CONTRACT

The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

27. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

27.1 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor.

27.2 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

27.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

28. WARRANTY OF AUTHORITY

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Contractor

By: _____
Charles D. Scurr,
Village Manager

By: _____

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Pier

Approved as to form:

By: _____
Eve Boutsis, Village Attorney
The Village of Palmetto Bay



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager *SA*

Date: June 2, 2006

Re: Purchase of Vehicles and Related Equipment

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLES AND RELATED EQUIPMENT FROM BLAKE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In an effort to ensure high levels of productivity in the Town's operations, there exists a need to purchase several motor vehicles. The equipment that is recommended for purchase shall be used by the Departments of Public Works, Code Enforcement and Administration to perform streets and right-of-ways maintenance-related functions, compliance visits and other services, as needed.

The departmental operations have been evaluated to determine the most functional motor vehicle equipment and accessories required to meet these needs. The Village of Palmetto Bay performed competitive bidding through an Invitation to Bid (#2003-100) and received the most responsive bid from Blake Chevrolet of Homestead, Florida.

Blake Chevrolet has quoted pricing pursuant to General Motors Bid Assistant Program for the provision of these vehicles.

Memo to Council re: vehicle purchases

June 1, 2006

Page 2 of 2

The Town is proposing to purchase two (2) motor vehicles to include: one (1) 2500 extended cab 4x4 diesel 2007 model approximately (\$26,700) and one (1) utility vehicle-4WD Tahoe LTI approximately (\$28,500) at a cost not to exceed \$60,000.

RECOMMENDATION

Approve the proposed resolution and authorize entering into a Lease-Purchase Agreement with Blake Chevrolet for the purchase of vehicles to be used by Village operations departments in order to deliver service to residents.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLES AND RELATED EQUIPMENT FROM BLAKE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay has determined that an essential need exists for the procurement of various motor vehicles and related equipment ("Vehicles") and is desirous of entering into Lease/Purchase Agreements, substantially similar to those which are attached to this Resolution, generally described as the Municipal Lease and Option Agreements ("Agreements"); and,

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by the Village of Palmetto Bay (ITB #2003-100), to procure the Vehicles at a competitive price.

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

Section 1. The terms of the contracts substantially in the form of the Agreements, which are attached and incorporated in this resolution, are in the best interests of the Town for the acquisition of the Vehicles.

Section 2. Execution of the Agreements is authorized. The Town Manager is authorized to execute and deliver the Agreements substantially in the form as attached, in an amount not to exceed \$60,000.

Section 3. The Town Manager is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents, and to do or cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Agreements.

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

PASSED and ADOPTED this 7th day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____



Cadillac
Blake

CTS



CHEVROLET AND CADILLAC, INC.

30401 South Federal Highway
Mailing Address: P.O. Box 900218
HOMESTEAD, FLORIDA 33090-0218
TELEPHONE: (305) 247-2121
www.blakechevy.com

① Estimate Prices for 2007

4WD Tahoe - LT1
Package = 28,500

① 4WD 2500 EXT - Diesel = 26,700

① HYBRID PICK UP = 30,000

89,200

VILLAGE OF PALMETTO BAY

BID NO.: 2003-100

Village of Palmetto Bay
8950 S.W. 152nd Street
Village Hall
Miami, Florida 33157



OPENING: 2:00 P.M
Thursday
July 31, 2003

BID PROPOSAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
PALMETTO BAY, FLORIDA

NOTE: Village of Palmetto Bay is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	Division	Date Issued:	This Bid Proposal Consists of
CPatterson	Department of Public Works		Pages 23 through 28

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Proposal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Proposal, will be received at the office of the Village Clerk, Village of Palmetto Bay at the address shown above on behalf of the Village Council until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Proposal Requirement.

MODEL YEAR 2004 PICKUP TRUCKS, VARIOUS SIZES AND
MODEL YEAR 2004 UTILITY VEHICLE

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and The Village of Palmetto Bay

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	
SR PROCUREMENT AGENT:	

FIRM NAME: Blake Chevrolet & Cadillac

RETURN THREE COPIES OF BID PROPOSAL PAGES ONLY

**FAILURE TO SIGN PAGE 28 OF SECTION 4.0, BID PROPOSAL, WILL RENDER
YOUR BID NON-RESPONSIVE**

1/2 TON 4X4 PICKUP TRUCK

1. 4 each 1/2 Ton 4X4 per Section 3.0 Para. 3.2

\$ 16,384
Base Price

OPTION: 0% FINANCING

2. 4 each 1/2 Ton 4x4 per Section 3.0 Para. 3.2

\$ N/A
Base Price

Make & Model: CK15703 - Chevrolet
Chevy Silverado 1500

OPTIONS: (QUOTE ON A PER UNIT PRICE BASIS)

Bidder shall indicate "NA" for unavailable options, "NC" for options which carry no additional charges and "STD" for options included as standard equipment in the base unit.

DO NOT RETURN BLANK PAGES.

1/2 TON PICKUP TRUCKS OPTIONS PER SECTION 3.0 PARA. 3.3

- A) Manufacturer 's long cab option. \$ NO BID
Note: Wheelbase 143.5"
- B) Manufacturer's four door six passenger full size crew cab option. \$ NO BID
Note: Wheelbase N/A
- C) Manufacturer's standard (8) eight foot fleet-side body. \$ NO BID
- D) Gasoline engine with no less than 220 hp and 270lbs/ft of torque. \$ NC
- E) Power tailgate with electric hydraulic drive. \$ 1650
- F) Federal Signal Highlighter Mini Light Bar Model HLC-FAST. \$ 295
- G) Completely installed bed and tailgate liner. \$ 175
- H) Completely installed bed and tailgate liner for eight foot beds. \$ 175
- I) Factory installed lock or limited axle differential. \$ NC
- J) Manufacturer's recommended rear view mirrors for towing. \$ 60
- K) Pickup bed aluminum camper top with opening side windows (STD) \$ 400
- L) Pickup bed aluminum camper top with opening side windows.(8ft) \$ 400
- M) Spare tire carrier mounted inside the truck \$ N/A
- N)) Model #72 Reading Job Planned Tool-Mates or equal. \$ 999
weather-guard Hi-side model 272-3 (crosshelf this model)
- O) Manufacturer's recommended HD trailer towing package. \$ 479
- P) Lockable aluminum diamond plate toolbox. \$ 215

VILLAGE OF PALMETTO BAY

BID NO.: 2003-100

- Q) Upgrade alternator and battery to highest capacity available.
Battery CCA: 600 Alternator Rating 105 \$ NC
- R) 9,000 lbs. free spooling electric winch. \$ 1595
- S) Flex Fuel Ethanol Alternative Fuel Option, if available. \$ NA
- T. 5/75,000 warranty 3/4 TON PICKUP TRUCKS \$ 1360
- 3. 1 each 3/4 Ton 4X4 per Section 3.0 Para. 3.4 \$ 20,850
Base Price
- OPTION: 0% FINANCING
- 4. 1 each 3/4 Ton 4x4 per Section 3.0 Para. 3.4 \$ N/A
Base Price

Make & Model: CK25903HD - Chevrolet
2500 Silverado

OPTIONS: (QUOTE ON A PER UNIT PRICE BASIS)

Bidder shall indicate "NA" for unavailable options, "NC" for options which carry no additional charges and "STD" for options included as standard equipment in the base unit.
DO NOT RETURN BLANK PAGES.

3/4 TON PICKUP TRUCKS OPTIONS PER SECTION 3.0 PARA. 3.5

- A) Manufacturer 's long cab option. \$ no bid
Note: Wheelbase e 143.5"
- B) Manufacturer's four door six passenger full size crew cab option. \$ NA
Note: Wheelbase N/A
- C) Upgrade diesel engine from 4 x 4 standard engine. \$ 3500
- D) Maximum capacity dual alternator package for diesel engines \$ includes el pkg
- E) Model #96 Reading Job Planned Tool Mates \$ 1199
weathershield -296-3
- F) Electric Hydraulic drive power tailgate. \$ 1650
- G) Federal Signal Highlighter Mini Light Bar Model HLC-FAST. \$ 295
- H) Installed bed and tailgate liners with tie downs for 3.5. \$ 175
- I) Spare tire carrier mounted inside the truck \$ N/A
- J) Manufacturer's recommended HD trailer towing package. \$ 310

(both materials)

VILLAGE OF PALMETTO BAY

BID NO.: 2003-100

- K) Lockable aluminum diamond plate toolbox. \$ 215
 - L) Upgrade gasoline alternator and battery to highest capacity available. \$ 170
Battery CCA: 770 Alternator Rating 145
 - M) 12,000 lbs. free spooling electric winch. \$ 1950
 - N) Pickup bed aluminum camper top with opening side windows. \$ 400
 - O) Flex Fuel Ethanol Alternative Fuel Option, if available. \$ NA
1360
Base Price
5. 1 each Full Size Utility 4X4 per Section 3.0 Para. 3.6 \$ 26321
Base Price

OPTION: 0% FINANCING

- 6. 1 each Full Size Utility 4x4 per Section 3.0 Para. 3.4 \$ N/A
Base Price

Make & Model: CK15706 - Chevrolet
Tahoe

OPTIONS: (QUOTE ON A PER UNIT PRICE BASIS)

Bidder shall indicate "NA" for unavailable options; "NC" for options; which carry no additional charges and "STD" for options included as standard equipment in the base unit.

DO NOT RETURN BLANK PAGES.

FULL SIZE UTILITY OPTIONS PER SECTION 3.0 PARA. 3.7

- A) Federal Signal Highlighter Mini Light Bar Model #HLC-FAST. \$ 295
- B) Outside spare tire carrier with key type tire lock. \$ NC
- C) 10,000 lb. free spooling electric winch. \$ 1950
- D) Manufacturer's recommended HD trailer towing package. \$ 375
- E) Upgrade alternator and battery to highest capacity available \$ 50
Battery CCA: 770 Alternator Rating 145
- F) Cloth interior, if available. \$ NC
- G) Flex Fuel Ethanol Alternative Fuel Option, if available. \$ NA
- H) 5yr/75000 mile warranty 1360

**SUPPLEMENTAL OPTIONS PER SECTION 3.0 PARAGRAPH 3.1 and 3.2
TECHNICAL SPECIFICATIONS:**

a). Furnish any factory installed option not listed in this solicitation.

YES _____

NO _____

b). Furnish any dealer added option not listed in this solicitation.

YES _____

NO _____

BID PROPOSAL FOR:

MODEL YEAR 2004 PICKUP TRUCKS, VARIOUS SIZES AND
MODEL YEAR 2004 UTILITY VEHICLE

Prompt Payment Terms: ___ % ___ days net ___ days

FEI NO.: 59-071313161513

(Bidder Federal Employer Identification Number as used on Return Form 941)
If none, Bidder Social Security No.

The undersigned bidder certifies that this bid proposal is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME Blake Chevrolet and Cadillac Inc.

STREET ADDRESS 30401 South Federal Hwy.

CITY/STATE/ZIP CODE Homestead FL 33030

TELEPHONE NUMBER 786-255-2237 FAX NUMBER (305) 245-0516

E-MAIL Jmi@blakechevy.com

*AUTHORIZED SIGNATURE Bob Mayfield Date 8-18-03

*PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT Bob Mayfield

TITLE OF OFFICER Fleet Mgr.

FAILURE TO SIGN THIS PAGE, WILL RENDER YOUR BID
NON-RESPONSIVE

		Plantation Ford	Blake Chevy
<u>½ TON 4X4 PICKUP TRUCK</u>			
1- 4 each	½ Ton 4X4		
	Base Price	\$ 17,600.33	\$ 16,384.00
	Make & Model: <u>Ford F150</u>		
	Make & Model: <u>Chevrolet Silverado 1500</u>		
<u>½ TON PICKUP TRUCKS OPTIONS</u>			
D)	Gasoline engine with no less than 220 hp and 270lbs/ft of torque.	std.	n/c
E)	Power tailgate with electric hydraulic drive.	1600	1650
F)	Federal Signal Highlighter Mini Light Bar Model HLC-FAST.	250	295
G)	Completely installed bed and tailgate liner.	115	175
I)	Factory installed lock or limited axle differential.	std	n/c
P)	Lockable aluminum diamond plate toolbox.	250	215
T)	Extended warranty to include bumper to bumper coverage for 5 years or 75,000 miles, which ever comes first. (\$0.00 - deductible)	1975	1360
		\$ 21,790.33	\$ 20,079.00
<u>¾ TON PICKUP TRUCKS</u>			
2 - 1 each	¾ Ton 4X4		
	Make & Model: <u>Ford 2500</u>	\$ 22,294.02	\$ 20,850.00
	Make & Model: <u>Chevrolet 2500 Silverado</u>		
<u>¾ TON PICKUP TRUCKS OPTIONS</u>			
E)	Power tailgate with electric hydraulic drive.	1600	1650
F)	Federal Signal Highlighter Mini Light Bar Model HLC-FAST.	250	295
H)	Installed bed and tailgate liners with tie downs for 3.5.	130	175
J)	Manufacturer's recommended HD trailer towing packaging	310	310
K)	Lockable aluminum diamond plate toolbox.	250	215
P)	Extended warranty to include bumper to bumper coverage for 5 years or 75,000 miles, which ever comes first. (\$ 0.00 - deductible)	2715	1360
		\$ 27,549.02	\$ 24,855.00
<u>3 - 1 each Full Size Utility 4X4</u>			
	Make & Model: <u>Ford Expedition</u>	\$ 28,666.48	\$ 26,321.00
	Make & Model: <u>Chevrolet Tahoe</u>		
<u>FULL SIZE UTILITY OPTIONS</u>			
F)	Cloth interior, if available.	std.	n/c
H)	Extended warranty to include bumper to bumper coverage for 5 years or 75,000 miles, which ever comes first. (\$0.00 - deductible)	2040	1360
		\$ 30,706.48	\$ 27,681.00



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager

A handwritten signature in black ink, appearing to be "SJA", is written over the name Steven J. Alexander.

Date: June 2, 2006

Re: Purchase of Vehicles and Related Equipment

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLE AND RELATED EQUIPMENT FROM MAROONE HONDA IN AN AMOUNT NOT TO EXCEED \$28,000; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In an effort to ensure high levels of productivity in the Town's operations, there exists a need to purchase a motor vehicle to be used by the Code Enforcement division to perform compliance visits and other services, as needed.

The departmental operations have been evaluated to determine the most functional motor vehicle equipment and accessories required to meet these needs. Miami-Dade County performed competitive bidding through an Invitation to Bid (#7425-0/07) and received the most responsive bid from Maroone Honda.

Maroone Honda has quoted pricing pursuant to the attached contract award sheet for the provision of these vehicles.

Memo to Council re: hybrid vehicle purchase

June 2, 2006

Page 2 of 2

The Town is proposing to purchase one (1) hybrid Honda Civic at a cost not to exceed \$28,000.

RECOMMENDATION

Approve the proposed resolution and authorize entering into a Lease-Purchase Agreement with Maroone Honda for the purchase of a vehicle to be used by Village operations departments in order to deliver service to residents.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A VEHICLE LEASE-PURCHASE AGREEMENT FOR MOTOR VEHICLE AND RELATED EQUIPMENT FROM MAROONE HONDA IN AN AMOUNT NOT TO EXCEED \$28,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") has determined that an essential need exists for the procurement of a motor vehicle and related equipment ("Vehicle") and is desirous of entering into Lease/Purchase Agreements, substantially similar to those which are attached to this Resolution, generally described as the Municipal Lease and Option Agreements ("Agreements"); and,

WHEREAS, in accordance with Section 3.10 of the Town Charter and to the extent required thereby, the Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the Town of Cutler Bay has taken the necessary steps, utilizing prices quoted through the competitive bidding process performed by Miami-Dade County (ITB #7425-0/07), to procure the Vehicle at a competitive price.

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

Section 1. The above recitations are true and correct and incorporated herein by this reference.

Section 2. The Town Manager is Authorized to execute the Agreements in substantially the form attached hereto and section 3.10 of the Charter is hereby waived to the extent it requires competitive procurement of the same.

Section 3. The Town Manager is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents, and to do or cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Agreements.

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

PASSED and ADOPTED this 7th day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____



CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION

BID NO.: 7425-0/07

Previous Bid No.: 7425-0/06

TITLE: Model Year 2006 Hybrid Vehicles

COMMODITY CODE NO.: 070-06

OTR YEARS: N/A

LIVING WAGE APPLIES:

YES NO

BPO # ABCW0600412

CONTRACT PERIOD: 02/01/2006 through 01/31/2007

AWARD BASED ON MEASURES: YES NO

SR.PROCUREMENT AGENT: Pablo Martinez

PROCUREMENT AGENT:

PROCUREMENT TECHNICIAN:

PHONE: 305-375-2102

- Set Aside
- Goal
- Local Preference
- Prevailing Wages (Reso. 90-143)
- Living Wage

- Bid Preference
- BBE HBE WBE Owned Firms
- CSBE Level

PART #1: VENDOR AWARDED

F.E.I.N.: 592985277
VENDOR: Bengal Motor Company LTD.
d/b/a Maroone Honda of Miami
STREET: 5925 NW 157th Street
CITY/STATE/ZIP: Miami, FL 33015
F.O.B. TERMS: Destination
PAYMENT TERMS: Net 30 Days
DELIVERY: 180 DAYS A.R.O.
PHONE: 305-493-5310
FAX: 305-653-8250
E-MAIL: schenry@att.net
CONTACT PERSON: Steven Henry

PART #2: ITEMS AWARDED

ITEM #1: 2006 HYBRID COMPACT SEDAN

	ITEM DESCRIPTION	
	Base Price	NO AWARD
	Vehicle Make	N/A
	Total EPA Mileage City	N/A
	Total EPA Mileage Highway	N/A
	Total Combined EPA City/ Highway	N/A

ITEM #2: 2006 MID-SIZE HYBRID SEDAN

	ITEM DESCRIPTION	Maroone Honda
	Base Price	\$23,199.00
	Vehicle Make	Honda Civic Hybrid
	Total EPA Mileage City	\$2,918.37
	Total EPA Mileage Highway	\$1,509.80
	Total Combined EPA City/ Highway	\$4,428.17
	OPTIONS	
A	Electric remote left & right side rear view mirrors	Standard
B	Column shift with no console (if available)	N/A
C	Side Impact air Bags if not standard	Standard

3.6 SUPPLEMENTAL OPTIONS:

Miami- Dade County has endeavored to list all options in this solicitation that may be required. Should options be required that are not listed the bidder may agree or disagree to furnish at cost + 5% as noted:

A. Furnish any factory installed option not listed in this solicitation.

YES X NO _____

B. Furnish any dealer added option not listed in this solicitation.

YES X NO _____

PART #3: AWARD INFORMATION

BCC PMD AWARD DATE: 01/24/2006 AGENDA ITEM #: ITEM #14A5 (060043) RESO. # R-134-06

BIDS & CONTRACTS RELEASE DATE: 02/13/2006

OTR YEAR: N/A

ADDITIONAL ITEMS ALLOWED: N/A

SPECIAL CONDITIONS: N/A

TOTAL CONTRACT VALUE: \$3,131,865.00

USER DEPARTMENT(S) DOLLAR ALLOCATED

GSA/FLEET	\$ 3,062,268.00
WATER & SEWER	\$ 46,398.00
AVIATION	\$ 23,199.00

Maroone Dodge of Miami

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

21151 N.W. 2nd Avenue

Miami, FL 33169

PHONE (305)493-5310 FAX (305)653-8250 E-Mail Schenry1@comcast.net

QUICK QUOTE SHEET

FOR VEHICLES FROM STATE CONTRACT & FLORIDA SHERIFF'S ASSOCIATION BID

DATE 5-Jun-06 PAGE 1 of 1

REQUESTING AGENCY: Town of Cutler Bay

CONTACT PERSON: Yoni Ramos

PHONE NUMBER: 305-234-2462

FAX NUMBER: 305-234-4251

State Bid #04- 070-001-P <http://www.myfloridamarketplace.com>
2006 MODEL YEAR FSA BID #05-13-0822 <http://www.flsheriffs.org>

MODEL: Honda Civic Hybrid SPECIFICATION # 7425-0-07

DESCRIPTION

BASE DISTRICT PRICE: _____

OPTION #	DESCRIPTION	COST
A	36 month lease with a \$8,000 buyout at the end. Payments will be \$491.36 per month for 36 months.	

TOTAL OF OPTIONS:	\$0.00
EXTENDED WARRANTY:	\$0.00
TOTAL COST:	\$0.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: This bid is a Piggy Back from Miami-Dade County

VEHICLE QUOTED BY: Steve Henry, Fleet Manager 305-493-5310
Schenry1@comcast.net



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager

A handwritten signature in black ink, appearing to be "SJA", is written over the name Steven J. Alexander.

Date: June 2, 2006

Re: Office Furnishings

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE TOWN HALL FURNISHINGS FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$75,000; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In March of 2006, staff began the process of furnishing the office space located at 10720 Caribbean Boulevard. J.C. White Quality Office Furniture came to our attention through a State contract; in addition, J.C. White is the furniture supplier for the Village of Pinecrest, the U.S. Federal Courts, Mercy Hospital, Village of Palmetto Bay, and other large government entities and organizations. We contacted J.C. White and have established the attached floor plan.

An initial proposal in the amount of approximately \$75,000 was received.

RECOMMENDATION

Approve the proposed resolution and authorize staff to enter into a lease/purchase agreement that is substantially similar in its terms and conditions as the proposal which is annexed to the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE FURNITURE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE TOWN HALL FURNISHINGS FROM J.C. WHITE QUALITY OFFICE FURNITURE, AND ITS FINANCE PARTNER FOR A COST NOT TO EXCEED \$75,000; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay entered into a lease agreement for office space for a Town Hall located at 10720 Caribbean Blvd. Cutler Bay; and

WHEREAS, the facility requires complete furnishings, including desks, filing cabinets, chairs, and other items in order for the staff and Council to operate the day-to-day activities of the Town; and

WHEREAS, under a competitively bid contract, staff selected Office Furniture from J.C. White Quality Office Furniture in order to meet the Town's needs.

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

Section 1. The Town Manager is authorized to enter into a lease/purchase agreement for office furnishings from J.C. White and its financing partner if applicable, for a cost not to exceed \$75,000 that is substantially similar in its terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

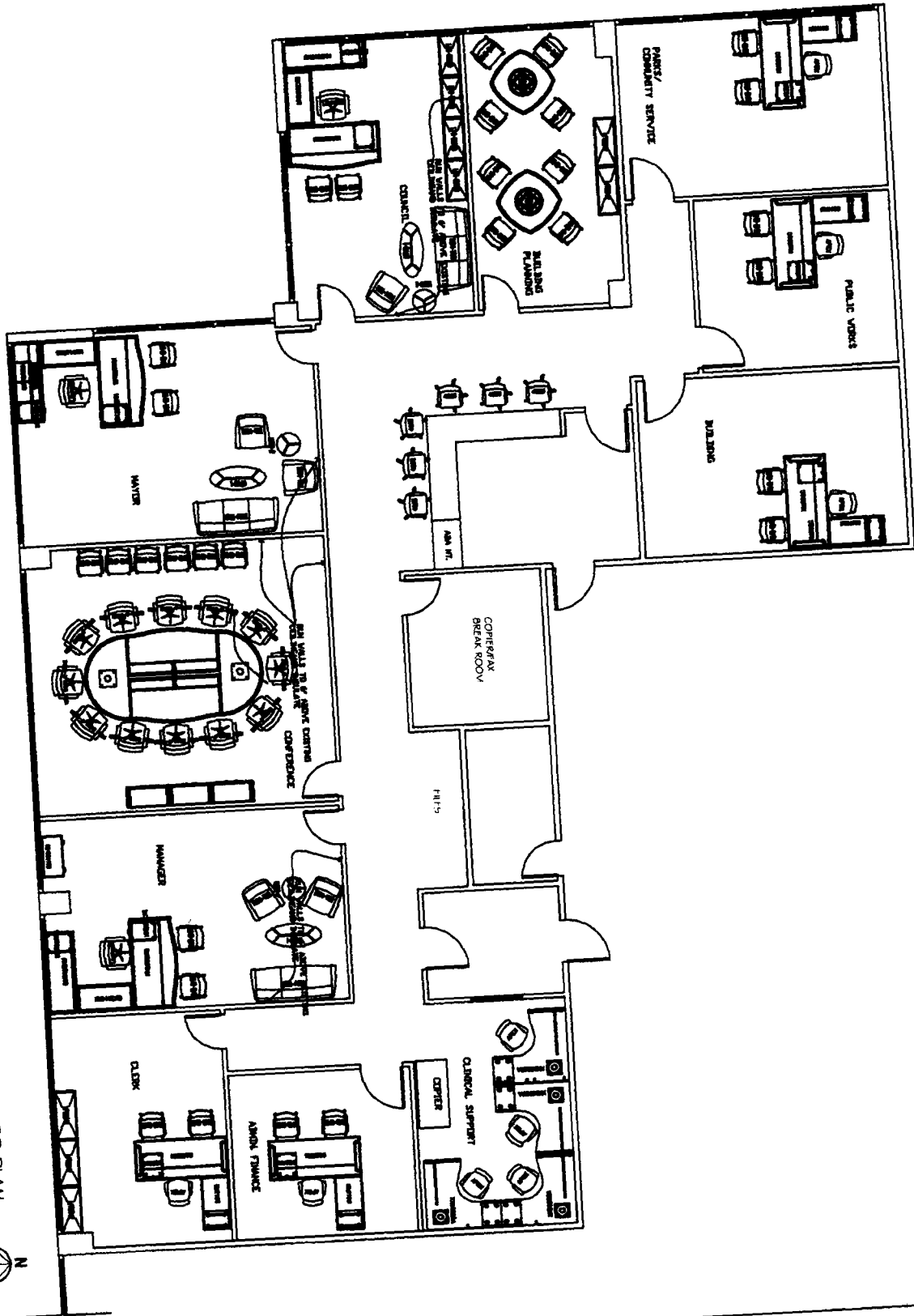
Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____



FLOOR PLAN



PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"



**CUTLER BAY
FLOOR PLAN**



SHOWROOMS

DROWARD: (954) 785-3212
DADE: (305) 477-5817
PALM BEACH: (561) 848-4982

www.icwhite.com

DATE	BY	REVISION
08/22/08	MA	1
08/22/08	MA	2
08/22/08	MA	3
08/22/08	MA	4
08/22/08	MA	5
08/22/08	MA	6
08/22/08	MA	7
08/22/08	MA	8
08/22/08	MA	9
08/22/08	MA	10
08/22/08	MA	11
08/22/08	MA	12
08/22/08	MA	13
08/22/08	MA	14
08/22/08	MA	15
08/22/08	MA	16
08/22/08	MA	17
08/22/08	MA	18
08/22/08	MA	19
08/22/08	MA	20
08/22/08	MA	21
08/22/08	MA	22
08/22/08	MA	23
08/22/08	MA	24
08/22/08	MA	25
08/22/08	MA	26
08/22/08	MA	27
08/22/08	MA	28
08/22/08	MA	29
08/22/08	MA	30
08/22/08	MA	31
08/22/08	MA	32
08/22/08	MA	33
08/22/08	MA	34
08/22/08	MA	35
08/22/08	MA	36
08/22/08	MA	37
08/22/08	MA	38
08/22/08	MA	39
08/22/08	MA	40
08/22/08	MA	41
08/22/08	MA	42
08/22/08	MA	43
08/22/08	MA	44
08/22/08	MA	45
08/22/08	MA	46
08/22/08	MA	47
08/22/08	MA	48
08/22/08	MA	49
08/22/08	MA	50
08/22/08	MA	51
08/22/08	MA	52
08/22/08	MA	53
08/22/08	MA	54
08/22/08	MA	55
08/22/08	MA	56
08/22/08	MA	57
08/22/08	MA	58
08/22/08	MA	59
08/22/08	MA	60
08/22/08	MA	61
08/22/08	MA	62
08/22/08	MA	63
08/22/08	MA	64
08/22/08	MA	65
08/22/08	MA	66
08/22/08	MA	67
08/22/08	MA	68
08/22/08	MA	69
08/22/08	MA	70
08/22/08	MA	71
08/22/08	MA	72
08/22/08	MA	73
08/22/08	MA	74
08/22/08	MA	75
08/22/08	MA	76
08/22/08	MA	77
08/22/08	MA	78
08/22/08	MA	79
08/22/08	MA	80
08/22/08	MA	81
08/22/08	MA	82
08/22/08	MA	83
08/22/08	MA	84
08/22/08	MA	85
08/22/08	MA	86
08/22/08	MA	87
08/22/08	MA	88
08/22/08	MA	89
08/22/08	MA	90
08/22/08	MA	91
08/22/08	MA	92
08/22/08	MA	93
08/22/08	MA	94
08/22/08	MA	95
08/22/08	MA	96
08/22/08	MA	97
08/22/08	MA	98
08/22/08	MA	99
08/22/08	MA	100



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager 

Date: June 2, 2006

Re: Office Space for Town Policing Unit

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE SPACE; AUTHORIZING THE ACTING VILLAGE MANAGER TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 4,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

As the Town continues to provide services to the residents, it remains important to locate a suitable facility for the Cutler Bay Policing Unit. The Interlocal Agreement for policing services is in the final stages of negotiation and completion; therefore, it is necessary to secure office space. A thorough search of available space has been conducted and staff has determined that it is beneficial and cost efficient to execute a lease agreement for an additional 4,000 square feet in the adjacent office of the current Town Hall and waive competitive bidding for said space. The landlord is in the process of providing a lease agreement for the additional space and the terms and conditions of same shall be in substantially similar form and content as the attached current agreement. The monthly rent for the 4,000 square feet shall not exceed \$6,000.

RECOMMENDATION

Approve the proposed resolution and authorize entering into a Lease Agreement for approximately 4,000 square feet to accommodate the Cutler Bay Policing Unit.

RESOLUTION NO. 06-

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO OFFICE SPACE; AUTHORIZING THE ACTING VILLAGE MANAGER TO ENTER INTO A LEASE AGREEMENT FOR APPROXIMATELY 4,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") is preparing to commence the operations phase of providing local police services in office space that will be provided by the Town; and

WHEREAS, a suitable facility of approximately 4,000 square feet and adequate public access and parking in close proximity to the existing Town offices is needed for these activities; and

WHEREAS, a thorough search of available space has been conducted; and

WHEREAS, in accordance with Section 3.10 of the Town Charter, Town Manager has made a written recommendation to the Town Council and the Town Council has determined that it is impracticable to competitively bid these items because of the immediate need to procure said items; and

WHEREAS, the Town Manager is hereby authorized to execute a lease for police department office space not to exceed 4,000 square feet and begin the process of designing the build-out of the selected space; and

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

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

Section 2. The Town Council authorizes the Town Manager to execute a lease for office space not to exceed 4,000 square feet, in substantially the form attached hereto, at a monthly expenditure not to exceed \$6,000 and begin the process of designing the build-out of the selected space to accommodate the Cutler Bay policing unit. Section 3.10 of the Charter is hereby waived to the extent it requires competitive procurement of the same.

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

PASSED and ADOPTED this ____ day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

LEASE AGREEMENT

1. **PARTIES:** THIS LEASE is made this 22 day of MARCH 2006, by and between Pinnacle Investment Properties Inc., (as "Landlord"), and **Town of Cutler Bay, a Florida Municipal Corporation** (as "Tenant").
2. **DEMISED PREMISES:** Subject to the terms and provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, those certain premises ("the Premises") identified as **Suite No. 105** on the **1st** floor of **South Dade Office Tower 2**(the "Building") which Building is located at 10720 Caribbean Boulevard Miami, FL 33189. The exact location and dimensions of the Premises within the Building are more particularly shown on the floor plans initialed by the parties, attached to this Lease as Exhibit "A", and hereby made a part hereof. The Term "Net Rentable Area" as used herein shall refer to the area included within the Premises plus the Tenant's agreed share of common areas. Such common areas include, but are not limited to, elevator foyers, corridors, restrooms, mechanical rooms and other facilities in the building. Landlord and Tenant agree that the Net Rentable Area of the Premises, based on the above definition, is hereby stipulated for all purposes of the Lease to be approximately 4,304 square feet constituting **(5.86%)** percent of the Total Net Rentable Area in the Building which is approximately 73,412. The foregoing statement of square footage and percentage of Net Rentable Area shall govern for all purposes of this lease, irrespective of the actual measurement.
3. **USE:** The Premises shall be used for **Temporary Municipal Office** use and for no other business or purpose whatsoever without the prior written consent of Landlord. Tenant shall exercise reasonable care in the use of the Premises and all other portions of the Building. Tenant's use shall be further subject to the provisions of Paragraph 11, Uses Prohibited, below.
4. **TERM:** The Term of this Lease shall be for a period of **Two (2) years** commencing on _____ and ending on _____, inclusive.
5. **BASE RENTAL:** As rental for the lease of the Premises, Tenant shall pay to Landlord for the Term of this Lease a total Base Rental of **One Hundred Forty Seven Thousand Three Hundred Seventy Six Dollars and 17/100 (\$147,376.17)**. The initial installment of Base Rent has been computed by multiplying the initial Base Rental Rate of **\$17.50** times the Net Rentable Area and dividing the resulting by twelve (12). The Base Rental Rate for each lease year (the twelve month period beginning on the Lease commencement date as indicated above in paragraph 4, Term, and ending one day prior to the anniversary of the Lease commencement date, the "Lease Year") shall be as listed in paragraph 6, Base Rental Increase, and due on the first day of each month during the Term of this Lease free from all unreasonable claims, demands or set-offs against Landlord of any kind or character whatsoever. If the Term of this Lease shall begin and/or terminate other than as of the first day of a calendar month, the rent for such portion of said partial calendar month(s) shall be apportioned and paid on the basis of a thirty (30) day month. In the event any installment of Base Rental or other charges accruing under the Lease shall become more than five (5) Days overdue, a "Late Charge" of \$.10 per each dollar so overdue may be charged by Landlord for the purposes of defraying the expense incident to handling such delinquent payment. If any installment of Base Rental or other charges under this Lease


Landlord


Tenant

remain overdue for more than fifteen (15) days, an additional Late Charge in an amount equal to 1 1/2% per month (18% per annum) of the unpaid amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue. All Late Charges shall be due immediately upon demand by Landlord without set-offs or defense. Rent shall be paid in lawful money of the United States of America at the office of Landlord at: **Pinnacle Investment Properties Inc., 10720 Caribbean Boulevard, Suite 101, Miami, Florida 33189**, or at such other place as Landlord may hereafter designate in writing.

6. **BASE RENTAL INCREASE:** The Base Rental set forth in paragraph 5 above shall be adjusted at the beginning of each Lease Year during the Term of this Lease by increasing the Base Rental Rate by Four percent (4 %).

Year	Mos	Per Sq	Monthly	Annual
*1	12	\$17.50	\$6,276.67	\$69,043.37
2	12	\$18.20	\$6,527.73	\$78,332.80
Total				\$147,376.17

*One (1) month of the initial lease term shall be rent free. The one (1) free month will be the first month of the initial lease term.

The new Base Rental shall continue to be payable in monthly installments and Landlord shall give written notification to Tenant of the new monthly Base Rental prior to the commencement of the new Lease Year. Tenant shall pay such new monthly Base Rental, on the first day of each calendar month of the coming year, without set-off or defense. Failure of Landlord to timely notify Tenant of the new monthly Base Rental shall not be deemed a waiver by Landlord of the increased rental; the new monthly Base Rental shall be payable, retroactive to the commencement of the new Lease Year upon notification by Landlord to Tenant of the amount of the new monthly Base Rental.

7. **ADDITIONAL RENT:**

For purposes of this section, Tenant's Pro-rata share is agreed to be **5.86%**, hereby defined to be the percentage which represents the Net Rentable Area leased by Tenant. The total Net Rentable Area contained in the Building which is approximately **73,412** rentable square feet. The Base Year is hereby defined as calendar year **2006**.

WLS
Landlord

Initials
[Signature]
Tenant

7A. In the event that the cost to Landlord for the Operating Expenses of the Building, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year shall exceed the cost to Landlord for the Operating Expenses of the Building during the Base Year, Tenant shall pay to Landlord as additional rent Tenant's Pro-Rata Share (as such term is hereinabove defined) of the increase in such costs for each calendar year, if any. The amount of such additional rent, if any, shall be determined in accordance with the following formula: Pro-Rata Share multiplied by any increase in Operating Expenses over the Operating Expenses of the Base Year equals additional rent due from Tenant except that such additional rent shall be prorated for any partial calendar year following the commencement of the Lease Term.

The term "Operating Expenses" as used herein shall mean all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Building, computed on the accrual basis, but shall not include new capital improvements. By way of explanation and clarification, these Operating Expenses shall include, without limitation, the following:

1. Wages and salaries of all employees engaged in operation and maintenance of the Building, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries, the cost of disability and hospitalization insurance, pension or retirement benefits, or any other fringe benefits for such employees.
2. All supplies and materials used in operation and maintenance of the Building.
3. Cost of all utilities including water, sewer, electricity, gas and fuel used by the Building and not charged directly to another tenant.
4. Cost of customary building management, janitorial services, trash and garbage removal, guard service, painting, window cleaning, landscaping and gardening, servicing and maintenance of all systems and equipment, including but limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose repair, cabinets, mail chutes, and staging; and damage caused by fire or other casualty not otherwise recovered including the deductibles applicable to any insurance policies.
5. Cost of insurance for property, loss of rents, casualty and other liability applicable to the Building and Landlord's personal property used in connection therewith.
6. The amortized cost of any capital improvement which reduces the Operating Expenses.
7. All impositions.

In the event the Operating Expenses in any year after the Base Year are reduced because of a capital improvement, then the Operating Expenses for the Base Year shall be reduced accordingly for the purpose of determining additional rent as though such improvement or automation was in effect during the Base Year.

Landlord shall notify Tenant after the end of the Base Year and each calendar year thereafter during the Term hereof, of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) shall be the amount of Tenant's Pro-Rata Share of increases in Operating Expenses for the then current calendar year and Tenant shall pay such sum in advance to Landlord in equal monthly installments, during the balance of said calendar year, commencing on the first day of the first month following Tenant's receipt of such notification. Following the end of each calendar year after the Base Year, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to increases in Operating Expenses for the past calendar year, the amount thereof actually paid during that year by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Within thirty (30) days after receipt by Tenant of said statement, Tenant shall have the right in person to inspect Landlord's books and records showing the Operating Expenses for the Building for the calendar year covered by said statement. Said statement shall become final and conclusive between the parties, their successors and assigns as to the matter set forth therein unless


Landlord


Tenant

Landlord receives written objections with respect thereto within said thirty (30) days of Tenant's receipt of said statement. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay expected additional rent in connection with anticipated increases in Operating Expenses or, if by reason of any termination of the Lease no such future obligation exists, refunded to Tenant. Anything herein to the contrary notwithstanding, Tenant shall not delay or withhold payment of any balance shown to be due pursuant to a statement rendered by Landlord to Tenant, pursuant to the terms hereof, because of any objection which Tenant may raise with respect thereto. Landlord shall immediately credit any overpayment found to be owing to Tenant against Tenant's Pro-Rata Share of increases in Operating Expenses for the then current calendar year (and future calendar years, if necessary) upon the resolution of said objection or, if at the time of the resolution of said objection the Lease Term has expired, immediately refund to Tenant any overpayment found to be owing to Tenant. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Building in accordance with generally accepted accounting principles.

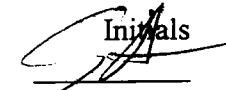
Additional rent, due by reason of the provisions of this subparagraph 7A for the final months of this Lease, is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be prorated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in paragraph 9, Security Deposit, hereof, if any, in full or partial satisfaction of any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7A. If said security deposit is greater than the amount of any such additional rent, and there are no other sums or amount owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in paragraph 9 hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability or the obligation to pay any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7A if the Security Deposit is less than such additional rent; nor shall Landlord be required to first apply the Security Deposit to such additional rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

7B. Tenant shall pay to Landlord, as additional rent, Tenant's Pro-Rata Share of the Impositions for each calendar year, if any.

The term "Impositions" as used herein shall mean all tax assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer of gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate taxpaying entity without regard to Landlord's income sources arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner.

Landlord shall notify Tenant, after the end of the calendar year in which the Lease Agreement commenced, of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) shall be the amount of Tenant's Pro-Rata Share of increases in Impositions for the then current calendar year; and Tenant shall pay such sum to Landlord in equal monthly installments during the balance of said calendar year, in advance on the first day of each month commencing on the first day of the first month following Tenant's receipt of such notification. Following the date on which Landlord receives a tax bill or statement showing what the actual Impositions are with respect to each calendar year, Landlord may submit to Tenant a statement, together with a copy of said bill or statement, showing the actual amount to be paid by Tenant in the year in question with respect to increases in Impositions for such year, the amount thereof theretofore paid by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Any balance shown to be due pursuant to said statement shall be spread over the remaining months of the year and be paid by Tenant to Landlord or if after the close of the calendar year within ten (10) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay such additional rent in connection with increased Impositions in


Landlord


Tenant

later years, or, if no such future obligation exists, be immediately refunded to Tenant.

Additional rent, due by reason of the provisions of this subparagraph 7B for the final months of this Lease, shall be payable even though the amount thereof is not determinable until subsequent to the termination of the Lease; the Impositions for the calendar year during which the Lease terminates shall be prorated according to that portion of the calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 9 hereof, if any, in full or partial satisfaction of any additional rent due for the final months of this Lease by reason of the provision of this subparagraph 7B. If the Security Deposit is greater than the amount of such additional rent and there are no other sums or amount owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of the Security Deposit to Tenant as provided in paragraph 9, Security Deposit, hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability for or the obligation to pay any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7B if the Security Deposit is less than such additional rent; nor shall Landlord be required to first apply the Security Deposit to such additional rent if there are any other sums or amounts owed Landlord by Tenant by reason of any of the terms, provisions, covenants, or conditions of this Lease.

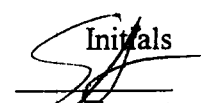
7C. It is the intention of the parties hereto to provide that Tenant shall pay in advance of their due date Tenant's Pro-Rata Share of increases in Operating Expenses and Impositions and to share in reduction only by category to the end that an increase in Operating Expenses shall not be offset by a decrease in Impositions and vice versa. In no event shall the Base Rental be reduced by reason of decreases in Operating Expenses and/or Impositions. This paragraph shall survive the termination of the Lease.

8. **SALES TAX:** All payments of Base Rental and additional rent shall be paid by Tenant together with applicable Florida sales tax.

9. **SECURITY DEPOSIT:** Simultaneously with the execution of this Lease, Tenant has paid to Landlord the sum of **Six Thousand Two Hundred Seventy Six Dollars and 67/100 (\$6,276.67)**, to be held by Landlord without interest as a Security Deposit for the full and faithful performance by Tenant of the terms and conditions of this Lease, which deposit may be commingled with Landlord's other funds. Landlord may utilize such part of the Security Deposit as is necessary to cure any default of Tenant under the Lease, and in such event Tenant shall immediately replace such portions as may be expended by Landlord. Upon the expiration of this Lease (except by default of Tenant) and delivery of the Premises to Landlord in their original condition, ordinary wear and tear excepted, the Security Deposit shall be returned to Tenant. Upon any conveyance of the Building by Landlord to a successor in title, the successor shall become liable to Tenant for the return of the Security Deposit and the conveying party released for same. Landlord shall not be required to hold the Security Deposit in any special account for the benefit of the Tenant nor to pay any interest thereon. In the event any installment of Base Rental or other charges accruing under this Lease shall not be paid when due (including the return of Tenant's check for insufficient funds), Landlord shall have the right, at Landlord's sole discretion, to require Tenant to place an additional Security Deposit in an amount sufficient to correct the problem, which sum shall be added to and become part of the original Security Deposit.

10. **DELIVERY OF POSSESSION:** Landlord agrees to prepare the Premises for occupancy with due diligence, and, while it is contemplated that the commencement date of this Lease shall be as set forth in Paragraph 4 above, in the event the Premises are not ready for occupancy on such commencement date, then the commencement date shall be deferred until the Premises are ready, and the termination date of this Lease shall be likewise extended for a similar period. In such event, Landlord will give written notice of the availability of the Premises and the commencement date of this Lease shall be five (5) days after issuance of said notice. With respect to the completion of the Building, if applicable, Tenant may, with permission of the Contractor constructing the Premises and at Tenant's sole risk, enter into the Premises prior to completion and make such installations as Tenant deems desirable for its use of the Premises, and as may be permitted by this lease, provided that entry and installation shall be done in such manner as not to interfere with the Contractor's or Landlord's completion of the Building. If Tenant delays Landlord's completion of the Premises, then, after written notice, Landlord


Landlord


Tenant

shall be entitled to complete any work undertaken by Tenant in readiness of the Premises (and Tenant shall reimburse Landlord for the cost thereof). In no event shall Landlord be liable to Tenant for any damages whatsoever for failure to deliver the Premises as aforesaid nor shall Tenant be liable for any rent until such time as Landlord can deliver possession unless the delay was caused by the actions of the Tenant. Further, should Tenant enter to make installations prior to the commencement date, insurance will be provided as described in Paragraph 19, Insurance, below.

11. **USES PROHIBITED:** Tenant shall not do or permit anything to be done in or about the Premises, nor bring nor keep anything therein which will in any way affect the fire or other insurance upon the Building, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Building, which is now, or may hereafter be, enacted or promulgated by any public authority. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them. Tenant shall not use, or allow the Premises to be used, for any improper, immoral or objectionable purpose, or for sleeping purposes, washing of clothes, or cooking, and nothing shall be prepared, manufactured or mixed in the Premises which might emit an odor and/or fumes of any type into any part of the Building.
12. **RULES AND REGULATIONS:** The rules and regulations attached to this Lease, as well as such rules and regulations as may be hereafter adopted by Landlord for the safety, care and cleanliness of the Building and the preservation of good order therein and for the most efficient and advantageous use by all tenants, agents, employees, invitee and visitors of the automobile parking spaces provided by Landlord, are expressly made a part of this Lease and Tenant agrees to comply with such rules and regulations. No rules and regulations shall be inconsistent with the reasonable use of the Premises by Tenant, its agents, employees, invitee and visitors for the purposes permitted by this Lease.
13. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign, mortgage, pledge, or hypothecate this Lease, or any interest therein, nor shall Tenant permit the use of the Premises by any person or persons other than Tenant, nor shall Tenant sublet the Premises, or any part thereof, without the written consent of Landlord, which, consistent with the provisions of this paragraph 13, shall not be unreasonably withheld. Consent to any such assignment or subletting shall not operate to release Tenant from its obligations hereunder, nor operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant. In the event Tenant desires to sublease the Premises, or assign this Lease, Tenant shall submit to Landlord the name of the proposed sub-tenant or assignee, along with sufficient background and credit information to enable Landlord to determine the qualifications of the proposed sub-tenant or assignee. Landlord shall notify Tenant of the acceptance or rejection of the proposed sub-tenant or assignee within twenty days (20) following the receipt by Landlord of the aforesaid information. In the event Landlord rejects the proposed sub-tenant or assignee, Landlord shall state the reasons for such rejection and the burden of overcoming the reasons for the rejection shall be that of the Tenant or proposed sub-tenant or assignee.

Notwithstanding anything contained herein to the contrary, the acceptance by Landlord of any prospective sub-tenant or assignee is contingent upon both Tenant and prospective sub-tenant or assigned executing an affidavit attaching a true and complete copy of the sublease or assignment and stating all terms of the sublease or assignment including all consideration paid or to be paid under the sublease or assignment. To the extent that the total consideration to be paid under the sublease or assignment exceeds the total consideration that would have been paid by Tenant pursuant to the terms of this Lease, Landlord may require, as a condition of its approval of the sub-tenant or assignee that all or a portion of said economic benefit be paid directly to Landlord.

14. **MAINTENANCE OF DEMISED PREMISES:** Tenant shall not commit nor allow any waste or damage to be committed on any portion of the Premises. Tenant shall, at its own cost and expense, make any repairs or replacements to the Premises required by the acts, whether of commission or omission, of Tenant or Tenant's agents, employees, invitee, or visitors. If Tenant fails to make such repairs or replacements, Landlord may, but shall not be obligated to, make such repairs or replacements and Tenant shall repay the cost thereof as additional rent to Landlord upon demand, together with interest thereon at the highest rate permitted by applicable law from the date of advancement to repayment by Tenant.

WLS adg
Landlord

Initials
ST
Tenant

Notwithstanding anything contained herein to the contrary, upon the expiration of this Lease, Tenant shall deliver the Premises to Landlord in their original condition, ordinary wear and tear excepted. Tenant shall be obligated, at its own cost and expense, to make any repairs or replacements above and beyond ordinary wear and tear to the Premises prior to vacating the Premises. Tenant shall notify Landlord of any needed repairs to the Premises, and Landlord shall respond to Tenant within twenty-four (24) hours. Should Landlord fail to respond to Tenant within such time, and should Tenant be required to make such repairs or contract for same, Landlord shall be responsible for reimbursing Tenant for any cost incurred in such repairs. Should Landlord refuse to repair or maintain the Premises as required herein, Tenant shall have the sole and absolute right to terminate this Lease, after the expiration of any applicable cure period, and all deposits shall be returned to the Tenant within fifteen (15) days after such termination.

15. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS:** Tenant will not make nor allow to be made any alterations or physical additions in or to the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Unless otherwise provided by written agreement, all such consented alterations, additions or improvements, except those items installed by Tenant without damaging the Premises, shall be done by licensed contractors in a good and workmanlike manner, but at the sole cost of Tenant, and shall become the property of Landlord and shall remain upon and be surrendered with the Premises. All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall remain the property of Tenant. Tenant will not install or maintain any electrically operated equipment or other machinery or equipment except light office machines normally used in the operations and uses of the Premises permitted under this Lease, without first obtaining the consent in writing of Landlord who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water and/or electricity occasioned by the operation of said equipment or machinery.
16. **DESTRUCTION OF PREMISES:** If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged thereby that they are untenantable and cannot be rendered tenantable within a reasonable time, considering the extent of the destruction or damage, from the date of such destruction or damage, this Lease may be terminated by Landlord or Tenant by written notice given by the terminating party to the other within forty-five (45) days after the event causing such untenantability and rent shall cease as of the date of such untenantability. In the event that the Premises shall be destroyed or so damaged as to be untenantable and should this Lease not be terminated in the manner hereinbefore provided, then rent shall abate from the period of such untenantability, provided such damage or destruction is not caused by the Tenant, its agents, employees or invitees, and the Term of this Lease shall be extended by the period of such untenantability. In case the damage or destruction is not such as to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent herein reserved corresponding to the time during which, and applicable to the portion of the Premises of which, Tenant shall be deprived of possession, provided such damage or destruction is not caused by Tenant, its agents, employees or invitees.
17. **ENTRY AND INSPECTION:** Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting Landlord's reversions, or to make alterations, additions, or repairs required of Landlord under the terms of this Lease or repairs to any adjoining space or utility services, or make repairs, alterations, or additions to any other portion of the Building, or for maintaining any service provided by Landlord to tenants in the Building. Landlord reserves the right and Tenant hereby consents to allow Landlord access to and from the corridor through Tenant's leased Premises by way of the ceiling. Tenant will permit Landlord upon twenty-four (24) hours notice at any time within thirty (30) days prior to the expiration of this Lease to bring prospective tenants upon the Premises for purposes of inspection or display.
18. **HOLD HARMLESS:** Except for damage resulting from Landlord's ordinary negligence, Landlord shall not be liable to Tenant, Tenant's agents, employees or invitee for any injury or damage that may result to any person or property by or from any cause whatsoever (and without limiting the generality of the foregoing, whether caused by gas, fire, oil, electricity, bursting of pipes or defective construction) in, on or about the Building or the Premises, or any part thereof. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law. Tenant agrees to hold Landlord harmless from and indemnify Landlord against any and all claims, liabilities, costs or expenses whatsoever (including attorney's fees and court costs) for any injury or damage to any person or property whatsoever, (a) occurring in, on or about


Landlord


Tenant

the Premises or any part thereof, and (b) occurring in, or about any facilities the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage shall be caused in part or in whole by the act, negligence or fault of, or omission of any duty with respect to the same by Tenant, its agents, invitees or employees.

It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies.

19. **INSURANCE:** Tenant will acquire at its own cost and expense (with coverage to commence at the time Tenant enters the Premises to make installations, etc., or at the commencement of the term of this Lease, whichever occurs earlier), and will maintain in force continuously throughout the term of this Lease (a) Comprehensive General Public Liability Insurance, including automobile liability coverage, on an occurrence basis with minimum limits of liability in an amount of One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to any one person and One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to more than one person, and One Hundred Thousand (\$100,000.00) Dollars for property damage, and (b) Fire Insurance, Extended Coverage, Vandalism, Malicious Mischief, and Special Extended Coverage as protection against loss or damage by fire or windstorm in an amount adequate to cover the cost of replacement of all decorations and improvements to, and replacement of all fixtures, outside plate glass, and contents of, the Premises.

Tenant shall forthwith furnish Landlord a certificate by the Insurer that such insurance is in force. In the event Tenant fails to obtain and maintain the insurance required hereunder, Landlord may, at its option, obtain same and any costs incurred by Landlord in connection therewith shall be deemed additional rent to be paid by Tenant and payable as such upon demand, together with interest thereon at the highest rate permitted by applicable law from the date of advancement to repayment by Tenant.

Any insurance procured by Tenant as herein required shall be issued by a company licensed to do business in the State of Florida and reasonably acceptable to Landlord and shall contain endorsements that (a) such insurance may not be canceled or amended without thirty (30) days advance written notice by certified mail to Landlord by the insurance company; and (b) Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premiums for such insurance

20. **SERVICE:** Landlord agrees to furnish the Premises, subject to the regulations of the Building, and subject to the availability of utility services from the public utility companies and authorities furnishing the requisite utility services to the Building, with (a) heated and refrigerated air conditioning from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturdays (excluding generally recognized holidays), at such temperatures and in such amounts as may reasonably be required; (b) elevator service; (c) water for domestic consumption; (d) sewage service; (e) sufficient electricity for normal and customary usage for the purposes for which the Premises are leased as determined by Landlord; (f) janitorial service; and (g) exterminating service. In addition, the buildings have in place an alarm system at all building main entrances and exits. All of the aforesaid shall be furnished by Landlord at no additional cost to Tenant in a manner and to the extent deemed by Landlord to be reasonable for an office building. In the event Tenant wishes air-conditioning or heat during periods other than the above specific hours, or electricity in amounts of excess of those specified above, Tenant shall request same and Landlord may, at its option, provide such service; provided, however, Tenant shall be responsible for the reasonable cost thereof, as specified by Landlord and shall pay same within ten (10) days following request for payment by Landlord, without set-off or defense. The cost of overtime air conditioning shall be at a rate of \$35.00 per hour subject to increases at Landlord sole discretion based on Florida Power & Light Company. Landlord shall also maintain all public and special service areas in a like manner. Landlord shall not be liable to Tenant for any interruption in the service of any utility as referenced above, including elevator service and air conditioning which Landlord undertakes to furnish to Tenant so long as Landlord exercises reasonable efforts to assure a continuance of said services. It is understood that Landlord does not guarantee uninterrupted utility services to the Premises and Tenant assumes the risk of any interruption of utility services caused by a failure or interruption of utility service from the utility company or authority providing that service. No interruption or failure of said services shall relieve Tenant from the obligation to pay the full amount of the rent herein


Landlord


Tenant

reserved, unless electric service should remain disrupted for a period of longer than seven (7) days. Tenant's rent shall be pro-rated accordingly, and failure of services shall not constitute a constructive or other eviction of Tenant. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part or appurtenance of the leased Premises.

21. **NOTICES:** All notices required or permitted to be given under the terms and provisions of this Lease by either party to the other shall be given in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, and postage prepaid, sent to Landlord at the address stated in paragraph 5 hereof and to Tenant at the Premises. Any notice to be given to Tenant under the terms of this Lease, if given by registered or certified mail, as above provided, shall be sent to Tenant at: **10720 Caribbean Blvd., Suite 105, Miami, Florida 33189.** Notice given by personal delivery shall be effective as of the date of delivery and notice mailed shall be effective as of the third day (not a Saturday, Sunday or legal holiday) next following the date of mailing.

22. **DEFAULT AND RE-ENTRY:** Tenant covenants and agrees that any of the following events shall be a default under this Lease; (i) if any financial report or statement, certificate, statement, representation or warranty at any time furnished or made by or on behalf of Tenant or any guarantor of any of Tenant's obligations hereunder, including, without limitation, any representation or warranty made by Tenant herein, proves to have been false or misleading in any material respect at the time the facts therein set forth were stated or certified, or any such financial report or statement has omitted any material contingent or unliquidated liability or claim against Tenant or any such guarantor; or (ii) if Tenant or any guarantor of any of Tenant's obligations hereunder shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or under any guaranty agreement; or (iii) if Tenant or any guarantor of Tenant's obligations hereunder shall be in breach of or in default in the payment and performance of any obligation owing to Landlord, whether or not related to this Lease and howsoever arising, whether by operation or law or otherwise, present or future, contracted for or acquired, and whether joint, several, absolute, contingent, secured, unsecured, matured or unmatured; or (iv) if Tenant or any guarantor of any of Tenant's obligations hereunder shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy" Code"), be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; or (v) if an order for relief against Tenant or any guarantor of any of Tenant's obligations hereunder shall have been entered under any chapter of the Bankruptcy Code, or a decree or order by a court having jurisdiction over the Premises shall have been entered approving as properly filed a petition seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Tenant or any guarantor of any of Tenant's obligations hereunder under any present or future statute, law, rule, or regulation, or within thirty (30) days after the appointment without Tenant's or such guarantor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for it or such guarantor or of all or any substantial part of its or such guarantor's assets and properties, such appointment is not vacated; or (vi) if Tenant shall abandon or vacate the Premises, or if Tenant shall fail to use the property for the purposes outlined in Paragraph 3 for a continuous period of thirty (30) calendar days, the determination of which shall be in Landlord's sole judgment. In the event of any of the foregoing defaults, Landlord may, at its option, use any legal remedies as may be permitted under Florida Law, subject to the provisions of paragraph 23, Grace Period, of this Lease.

In the event Landlord fails to keep or perform any material term, covenant, condition, or provision of this Lease, and such failure continues for thirty (30) days after written notice from Lessee and opportunity to cure: unless such failure requires work to be performed, act to be done, or conditions to be removed which cannot be performed, done or removed within such thirty (30) days, in which case the default shall not be deemed to exist as long as Landlord intends to take all steps necessary to remedy such failure with due diligence; and (ii) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same; Tenant shall have the option to terminate the Lease after the


Landlord


Tenant

expiration of the time required for the Landlord to avail itself of the opportunity to cure, and all deposits shall be returned to the Tenant within fifteen (15) days after such termination.


23. **GRACE PERIOD:** Before Landlord takes any action against Tenant under this Lease as the result of any claimed default other than for the payment of rent, or additional rent, Landlord shall give Tenant five (5) days advance written notice specifically setting forth the claimed default, and Landlord shall not have the right to declare this Lease terminated if within five (5) days after the effective date of such notice Tenant shall have undertaken to cure and correct claimed default or defaults and shall thereafter proceed with diligence in the curing and correction of such default or defaults.
24. **ATTORNEY'S FEES AND COSTS:** In the event of any litigation arising out of the enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.
25. **NON-WAIVER OF BREACH:** Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease and neither shall be the presentation of any rent in the form of a check marked by Tenant to constitute a waiver constitute same unless Landlord acknowledges same by separate written instrument. No surrender of the Premises for the remainder of the Term hereof shall operate to release Tenant from liability hereunder.
26. **SUBORDINATION BY TENANT:** This Lease, and Tenant's rights hereunder, are hereby made expressly subject and subordinate at all times to any and all mortgages, ground or underlying leases affecting the Premises which have been executed and delivered by Landlord, or its successors or assigns, or are hereafter created and any and all extensions and renewals thereof and substitutions therefor and modifications and amendments thereof, and to any and all advances made or to be made under or upon said mortgages, ground or underlying leases. Tenant agrees to execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the subordination of this Lease to any or all such mortgages, ground or underlying leases. Tenant hereby irrevocably appoints Landlord as Attorney-in-Fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. In the event the Tenant shall refuse after reasonable notice to execute such instrument or instruments, the Landlord may, in addition to any right or remedy occurring hereunder, terminate this Lease without incurring any liability whatsoever and the estate hereby granted is expressly limited accordingly. Tenant further agrees to make such reasonable modifications to this Lease (not increasing Tenant's obligations hereunder) as may be requested by the holder of any such mortgage, ground or underlying Lease. Tenant will remain in possession if Tenant is in compliance with the Lease.
27. **TIME:** It is understood and agreed between the parties that time is of the essence of this Lease, and to all of the terms, conditions and provisions contained herein.
28. **TRANSFERABILITY:** Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder and in the Building and property referred to herein, and upon an assignment of this Lease and/or sale of the Building, Landlord named herein shall no longer be liable to Tenant for any obligations hereunder, but instead, Landlord's successor in interest shall become the new Landlord hereunder, and subject to the provisions hereof.
29. **AMENDMENT OF LEASE:** This Lease may not be altered, changed or amended, except by an instrument in writing, signed by the party against who enforcement is sought. This Lease contains the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings except as specifically set forth herein.

WAS adg
Landlord

Initials
Tenant

30. **CONDEMNATION:** In the event the whole or any part of the Building other than a part not interfering with the maintenance or operation thereof shall be taken or condemned for any public or quasi-public use or purpose, the Landlord may at its option terminate this Lease from the time title to or right to possession of the Building or part thereof shall vest in or be taken for such public or quasi-public use or purpose. Tenant shall not be entitled to receive any portion of any award made or paid to Landlord representing the property of Landlord taken or damaged and Tenant hereby expressly waives and relinquishes any right or claim to any portion of any such award regardless of whether any such award includes any value attributable to Tenant's leasehold estate. However, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such special and separate damages as may be recoverable by Tenant independent of and without diminution of Landlord's recovery.
31. **SURRENDER OF DEMISED PREMISES:** At the expiration or termination of the tenancy, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty (except to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement), and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures and any alterations or improvements, subject to the provisions of paragraph 15, Alterations, Additions or Improvements, before surrendering the Premises, and shall repair, at its own expense, any damage to the Premises caused thereby. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.
32. **HOLDING OVER:** In case of holding over by Tenant after expiration or termination of this Lease, Tenant will pay as liquidated damages during such holdover period double the amount of the monthly rent installment for the last month in the Term of this Lease for each month in the holdover period during the entire holdover period. No holding over by Tenant after the Term of this Lease shall operate to extend the Lease, except that any holding over with the consent of Landlord in writing shall thereafter constitute this Lease as a month to month tenancy. In addition, Tenant specifically agrees that in the event Tenant retains possession and does not quit and surrender the Premises to Landlord, then Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender and quit the Premises, and Tenant will indemnify and save Landlord harmless from and against any and all claims made by succeeding tenant of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to said succeeding tenant, to the extent that such delay is occasioned by the failure of Tenant to so quit and surrender said Premises.
33. **CONSTRUCTION:** The parties hereto intend that the laws of the State of Florida govern the interpretation and enforcement of this Lease. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there is more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
34. **QUIET ENJOYMENT:** Tenant shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Tenant pays the rental herein reserved and performs all the covenants and agreements herein contained.
35. **ATTORNMEN:** In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or lease made by Landlord encumbering the Premises and/or the Building, Landlord shall be released from all liability hereunder and Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.
36. **ESTOPPEL CERTIFICATE:** Within ten (10) days after request therefore by Landlord, Tenant shall deliver to Landlord in a form satisfactory to Landlord, a certificate certifying (i) the good standing and absence of default under this Lease, (ii) the absence of set-offs to charges hereunder, (iii) the validity and completeness of a copy of this Lease and all amendments, to be attached to the certificate, (iv) the amount of pre-paid rent; (v) the amount of Security Deposit, (vi) the


Landlord


Tenant

commencement and expiration dates hereof, (vii) the dates and amounts of the last made and next due rental installments, and such other reasonable matters as Landlord shall request.

37. **INTENTIONALLY DELETED:**

38. **BROKERAGE:** Each of the parties represents and warrants that there are no brokers involved in this Lease transaction and that neither party has been contacted by any other broker with regard to the leasing of space by Landlord to Tenant or in connection with the execution of this Lease, except as listed below, and each of the parties agrees, subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provision would otherwise apply, and to the extent permitted by law, to indemnify the other against, and hold him harmless from all liabilities arising from any such claim, including, without limitation, any suit costs and counsel fees incurred in connection with any such claim.

Broker: n/a

39. **RECORDING:** Tenant shall not record this Lease without the written consent of the Landlord.

40. **INTENTIONALLY DELETED:**

41. **SEVERABILITY:** Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant hereto, by judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

42. **LIMITATION OF LIABILITY:** Tenant shall look solely to Landlord's equity interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default under this Lease, and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

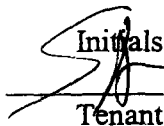
43. **LIENS FOR IMPROVEMENTS:** The interest of the Landlord in the property covered by this Lease shall not be subject to any liens for improvements made by the Tenant to the Premises.

44. **DISPLAYS, FIXTURES, ETC.:** In order to preserve the building aesthetics, no display material (e.g. signs, decorations, lettering, advertising, etc.) will be permitted on the windows of Tenant's suite. Further, installation of any displays within the suite which may be visible from the lobby and/or corridor, and/or exterior of the building, shall require written approval of the Landlord. Additionally, Landlord reserves the right to provide additional window tinting, and/or blinds, as per specifications of Landlord and at Landlord's expense. Landlord further reserves the right to provide additional window tinting and/or blinds in the lobby, if in Landlord's judgment Tenant does not maintain the Premises in a neat, clean and orderly fashion. Finally, all fixtures (e.g. blinds, railings, etc.) behind any interior glass is considered property of the Building and cannot be altered, modified or moved in any way.

45. **RADON:** Radon is a naturally occurring radioactive gas that, when accumulated in buildings in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

46. **PERSONAL PROPERTY:** If any personal property belonging to Tenant remains on the Premises after the tenancy created under this Lease has terminated or expired, and the Premises have been vacated by Tenant voluntarily, by eviction, or otherwise, then such personal property shall be conclusively presumed to have been abandoned and Landlord shall dispose of said personal property without notice to Tenant, by sale, removal or otherwise, or to use said personal property without notice to Tenant. Tenant does hereby waive any claims against Landlord or anyone else


Landlord


Initials
Tenant

concerning such personal property remaining on the Premises.

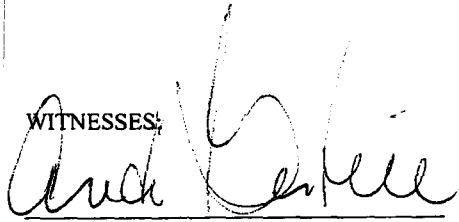
47. **HAZARDOUS MATERIAL:** Under no circumstances will Tenant use the suite for storage of hazardous materials and/or corrosive, flammable fluids.

48. **WAIVER OF JURY TRIAL:** Each party waives the right to trial by jury in any dispute relating to this agreement.

ENTIRE AGREEMENT: This Lease and the Exhibit(s) made a part hereof constitute the entire agreement and understanding of the parties hereto, and shall not be modified or amended except by written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease in several counterparts as of the day and year first hereinbefore written, each of which counterparts shall be considered an executed original and in making proof of this Lease it shall not be necessary to produce or account for more than one counterpart.


WITNESSES:



(As to Landlord)

LANDLORD:

PINNACLE INVESTMENT PROPERTIES Inc.,

By: 
(Landlord) **William A. Sport, President**

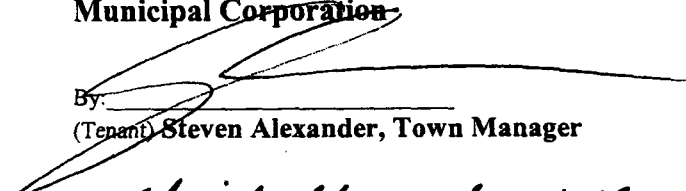
WITNESSES:



(As to Tenant)

TENANT:


**Town of Cutler Bay, a Florida
Municipal Corporation**

By: 
(Tenant) **Steven Alexander, Town Manager**

By: 
(Tenant) **Town Clerk**

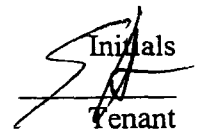
(As to Tenant)

Approved as to form and legality:


**Town Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.**

(As to Tenant)


Landlord


Initials
Tenant

WKS ady
Landlord

[Signature]
Initials
Tenant

RULES AND REGULATIONS

1. **SIGNS:** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside of the building or to any interior public area without the written consent of Landlord, and Landlord shall have the right to remove any such objectionable sign, placard, picture, advertisement, name or notice without notice to, and at the expense of Tenant.
2. **BULLETIN BOARD:** The bulletin board or directory of the building will be provided exclusively for the display of the name and location of Tenant only, and Landlord reserves the right to exclude any other names therefrom.
3. **LOCKS:** No additional locks and/or replacement locks shall be placed on any door without a written request to Landlord and per Landlord's written consent. Landlord requires that changes be done by Landlord at Tenant's expense and that Landlord retain a key to each lock installed for security/safety purposes.
4. **NON-RESPONSIBILITY:** Landlord is not responsible to any tenant for the non-observance or violation of the rules and regulations by any other tenant.
5. **DOORS:** The doors between the premises and the corridors of the building shall at all times, except when in actual use for ingress and egress, be kept closed.
6. **HALLS AND STAIRWAYS:** The entries, passages, stairways and elevators shall not be obstructed by tenants, or used for any purposes other than ingress or egress to and from their respective offices. Tenant shall not bring into or keep within the building any animal or vehicle.
7. **NO SMOKING:** The Building is a non smoking building. Smoking will not be permitted in any of the common areas; hallways, bathrooms, stairways, entry/exit areas.
8. **PLUMBING:** The wash-bowls, water closets and urinals shall not be used for any purpose other than those for which they were constructed. Any stoppages within demised premises shall be corrected by Tenant at Tenant's expense.
9. **CLOSING PRECAUTIONS:** Tenant shall see that the doors of the demised premises are closed and securely locked before leaving the building, and Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity, gas, air conditioning or heating shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness, Tenant shall make good all injuries sustained by other tenants or occupants of the building or Landlord.
10. **MOVING FURNITURE, SAFES, ETC.:** No furniture, freight or equipment of any kind shall be brought into or removed from the building without the consent of Landlord and all moving of same, into or out of building by tenants shall be done at such times and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the building, and also the times and manner of moving the same in and out of the building. Landlord will not be responsible for loss of or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.

All deliveries, unless hand-carried, must be made in designated padded elevator for freight. Landlord reserves right to stop deliveries when elevator is needed for passenger transport.

11. **NUISANCE:** Tenant will conduct his business and prevent his agents, employees, invitees and visitors from creating any nuisance, annoyance, disturbance or excessive noise within the building.
12. **VIOLATION OF RULES:** Landlord reserves the right to exclude or expel from the building, any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of

Was ada
Landlord

Initials
Tenant

the rules and regulations of the building.

13. **REQUIREMENTS OF TENANT:** The requirements of Tenant will be attended to only upon application to the management of the building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the management of the building, and no employee will admit any person (Tenant or otherwise) to any office without specific instructions from the management of the building.

14. **ROOMS USED IN COMMON:** Rooms used in common by tenants shall be subject to such regulations as are posted therein.

15. **ENTRANCE DOORS:** Landlord reserves the right to close and keep locked all entrance and exit doors of the building during such hours as the building is not generally open for business. In such event, Landlord shall supply keys to tenants, or may employ a watchman to control entry into the building. In the event a watchman is employed, all persons entering or leaving the building during hours when it is not normally open for business may be required to sign the building register. Landlord may require that any person wishing to enter the building during such hours obtain a previously arranged pass or provide other satisfactory identification showing his right of access to the building. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the building.

16. **LAWS AND REGULATIONS:** Tenant will keep and maintain the demised premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction thereof), with reference to use, conditions or occupancy of the demised premises.

17. **LICENSES:** Tenant shall obtain and maintain in force at its expense throughout the Term of the Lease all licenses required by the Dade County, i.e., Certificate of Use and Occupancy, Occupational License, etc.....

18. **PARKING:** A parking area reserved for use by tenants of the building will be maintained by Landlord. Landlord shall use reasonable efforts to prevent unauthorized use of the reserved parking area, but shall not be liable to Tenant for any such unauthorized use, nor does Landlord warrant that a parking space shall, in every event, be available for Tenant, nor shall any such portion of reserved parking area be considered a portion of Tenant's demised premises. Overnight parking shall not be permitted.

The parking rules set forth above may be changed at the discretion of Landlord in order to accomplish the most efficient use of the parking area by all tenants, their agents, employees, invitees, and visitors. Additionally, Landlord may designate a certain portion of the parking area as reserved for specific tenants, and access to this area may be limited to said tenants who pay a monthly fee for use of this parking area. Landlord reserves the right to place stickers on, and/or tow, any violating vehicles.

19. **WIRING:** When wiring of any kind is introduced, it must be connected as directed by Landlord, and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the demised premises shall be prescribed by Landlord. Tenant will not, without the written consent of Landlord, connect any apparatus or device, the use of which is not usual and normal for the purposes for which the demised have been leased, which will in any way increase the amount of electricity, water or gas usually furnished or supplied to the premises, or which shall overload the circuits from which Tenant obtains electrical current. All telecommunications and data wiring shall be at Tenant's expense. Cabling contractor for phones and data must be a licensed contractor who will be able to obtain a low voltage permit from the Miami-Dade County before starting work and must have their inspections from the Miami-Dade County on all cable installations jobs. Tenant's contractor shall provide Landlord with a Certificate of Insurance naming Landlord as additional insured. Tenant agrees to remove all telecommunications and data wiring and all cabling at Lease Termination, at Tenant's sole cost and expense, by a licensed contractor and shall provide Landlord with a Certificate of Insurance naming Landlord as additional insured.

20. **REPORTING ACCIDENTS:** Tenant shall report to Landlord any accident involving personal injury or property damage occurring within demised premises or occurring within the public areas and which is reported to Tenant. Such report to Landlord shall be made without undue delay.

WAS
Landlord

Initials
Tenant

21. **DRAPERY AND VENETIAN BLINDS:** Although no window coverings are permitted in the building, Landlord reserves the right to require blinds of a specific color to be installed at Tenant's expense.

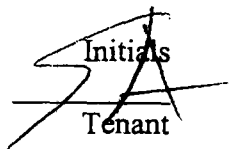
22. **LOSS:** Landlord will not be responsible for any lost or stolen personal property, including but not limited to equipment, machinery, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

23. **KEYS:** Upon expiration of this Lease, keys must be returned to the building manager or the leasing office and a receipt obtained by the Tenant. In the event Tenant fails to return keys, Landlord may retain \$50.00 of Tenant's security deposit for necessary locksmith work and administration.

24. **PETS:** No pets or animals are allowed in or around the premises and environs, with the exception to assist any handicap person.

25. **FIREARMS:** Other than law enforcement personnel, Tenant and all persons entering the building under the authority of Tenant shall be prohibited from carrying firearms of any kind into the building.


Landlord


Initials
Tenant

ADDENDUM

Attached to and made a part of Lease Agreement dated _____, 2006, by and between Pinnacle Investment Properties, Inc., whose address for purposes hereof is 10720 Caribbean Boulevard, Suite 101, Miami, Florida 33189, hereinafter called "Landlord" and Town of Cutler Bay, a Florida Municipal Corporation whose address for purposes herein is 10720 Caribbean Blvd. Ste 105, Miami, Florida 33189, hereinafter called "Tenant".

49. RENT ABATEMENT:

One (1) month of the initial lease term shall be rent-free. The one (1) free month will be the first month of the initial lease term of 24 months.

50. OPTION TO RENEW:

Tenant shall have Three (3) One (1) year options to renew the lease upon 90 days prior written notice to Landlord. If Tenant exercises this option to renew, all terms, provisions, covenants and conditions of this lease shall continue in full force and effect.

51. EXPANSION RIGHTS:

For the duration of the Lease term, Tenant shall have the First Right of Refusal to lease all or a portion of available space on the first (1) floor at the same terms and conditions as Tenant's existing Lease, but excluding any expired rental abatement. Tenant shall have seven (7) days after its receipt of written notice from the Landlord of third party's interest in leasing the space to notify Landlord of its intention to exercise their right of first refusal to lease the space.

52. TENANT IMPROVEMENTS:

Landlord will complete the Leased Premises substantially in accordance with the plans and specifications to be approved by both Tenant and Landlord. Landlord will provide at Landlord's sole cost improvements to the Premises as described in Exhibit "B" hereinafter referred to as "Building Standard Work", which improvements shall be the building standard specifications of color, quantity and quality. In the event the cost of improvements for finishing premises exceeds the Landlord's "Building Standard Work" the cost in excess will be paid in advance by Tenant, the amount of such advance payment to be determined on the basis of Landlord's estimate of the total cost of finishing the Leased premises, such estimate to be based on the aforementioned plans and specifications. Cost will include direct and indirect construction costs, demolition costs, permit fees, architectural fees, applicable insurance premiums and any other costs directly attributable in finishing the Leased premises will be refunded to Tenant by landlord after a final accounting of the total cost of constructing said leased Premises is completed by landlord. All improvements made to the Leased premises shall be the property of the Landlord during the term of this Lease and shall remain the property of the Landlord upon termination of this Lease.

53. PARKING:

Tenant shall have Nine (9) reserved parking spaces at no charge.

54. UNAMORTIZED TENANT IMPROVEMENTS:

Tenant improvements will be amortized at Twenty (\$20.00) Dollars per Square foot over Five (5) years. Tenant will be responsible for the unamortized portion of Tenant Improvements if lease terminates before this time.

55. TEMPORARY USE OF SPACE:

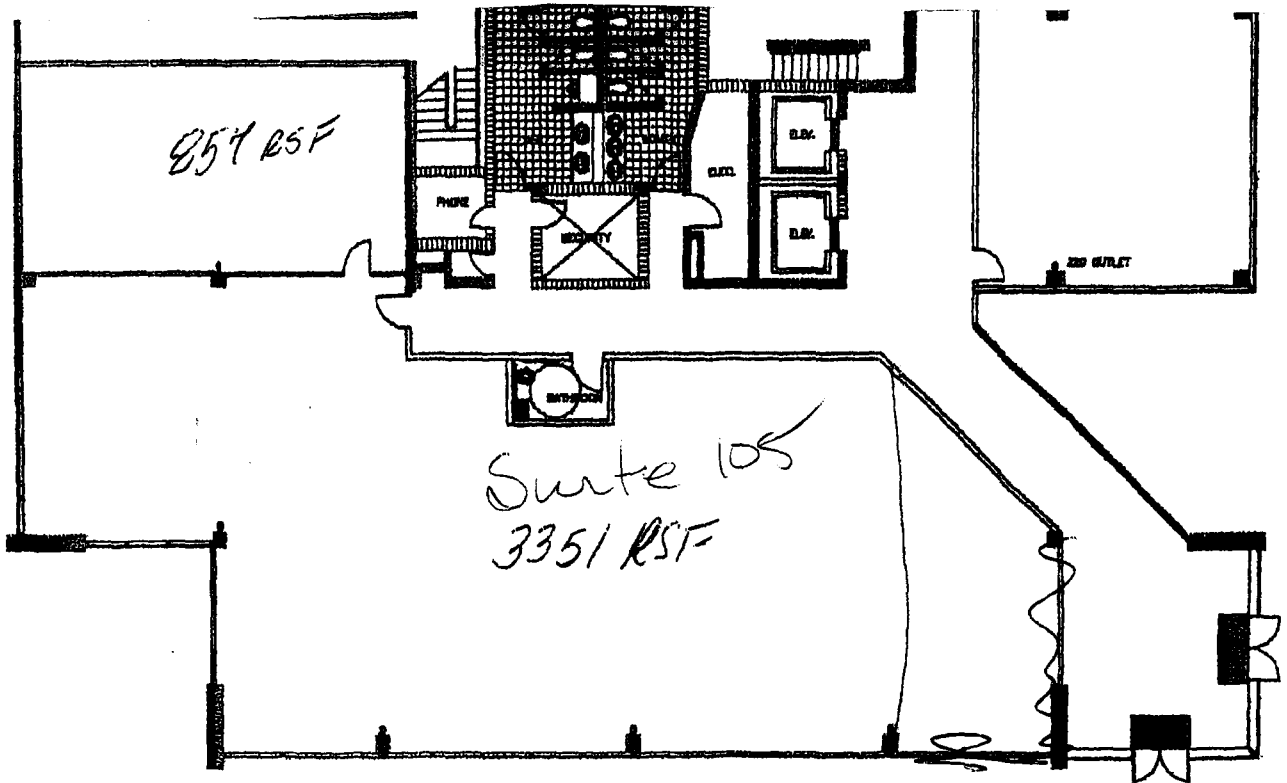
Landlord has agreed for the interim until build out of Suite 105 is complete to rent to Tenant, Suite 125 on a month-to-month basis, for the base rental amount of \$672.29 per month.


Landlord


Tenant

Exhibit "A"

Attached to and made a part of Lease Agreement dated MARCH 22, 2006, by and between Pinnacle Investment Properties, Inc., whose address for purposes hereof is 10720 Caribbean Boulevard, Suite 101, Miami, Florida 33189, hereinafter called "Landlord" and Town of Cutler Bay, a Florida Municipal Corporation, whose address for purposes herein is 10720 Caribbean Blvd., Suite 105, Miami, Florida 33189, hereinafter called "Tenant".



WLS adg
Landlord

ST
Initials
Tenant

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA SUPPORTING THE SOUTH LINK ALTERNATIVE ANALYSIS, CITIZENS ADVISORY COMMITTEE (CAC) RECOMMENDATION OF ALTERNATIVE 5 METRORAIL AND ALL OF THE INTERIM IMPROVEMENTS BETWEEN DADELAND AND FLORIDA CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 18, 2006, the Town Council of the Town of Cutler Bay (the "Town") heard presentations by the United Citizens for South Link and the Miami-Dade Metropolitan Planning Organization (the "MPO") regarding transportation investment strategies for the South Miami-Dade Corridor; and

WHEREAS, after a discussion of the presentations, the Town Council voted to support the South Link Alternatives Analysis, Citizens Advisory Committee (CAC) recommendation of Alternative 5 Metrorail and all of the interim improvements between Dadeland and Florida City; and

WHEREAS, the Town Council finds adoption of this Resolution to be in the best interest of the Town.

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

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

Section 2. Transmittal to the Miami-Dade Metropolitan Planning Organization. The Town Clerk is hereby directed to transmit this Resolution to the Miami-Dade Metropolitan Planning Organization.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this ____ day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman	_____
Vice Mayor Ed MacDougall	_____
Council Member Timothy J. Meerbott	_____
Council Member Ernest Sochin	_____
Council Member Peggy Bell	_____

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THAT AN ELECTION BE HELD TO FILL THE REMAINING TERM OF OFFICE OF THE VICE-MAYOR; DESIGNATING THE QUALIFICATION PROCEDURES FOR THE ELECTION; AUTHORIZING THE TOWN CLERK TO NOTIFY THE SUPERVISOR OF ELECTIONS OF THE ELECTION DATE AND QUALIFYING PERIOD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 4th 2006, pursuant to Cutler Bay, Florida, Town Charter art. II § 2.5(C)(3) (2006), the Town Council (the “Council”) of the Town of Cutler Bay (the “Town”) adopted Resolution No. 06-__, and temporarily filled the office of the Vice-Mayor; and

WHEREAS, Cutler Bay, Florida, Town Charter art. II § 2.5(C)(2) (2006), requires that an election be held at the next scheduled county wide election in Miami-Dade County to fill the remaining term of office of the Vice-Mayor; and

WHEREAS, an election shall be held on Tuesday, September 5, 2006 in order to elect a Vice-Mayor.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Election. An election shall be held on September 5, 2006 to elect a Vice-Mayor for the remaining term of office of the Vice-Mayor.

Section 3. Qualifying Period. Candidates for Vice-Mayor shall qualify for the election according to the procedure as set forth in Cutler Bay, Florida, Town Charter art. II § 2.4 (2006), except that the qualification dates for this election shall be from no earlier than noon on July 5, 2006 and no later than noon on July 18, 2006.

Section 4. Notification of the Supervisor of Elections. The Town Clerk shall notify the Supervisor of Elections regarding the election and qualifying period.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this ____ day of July, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

MITCHELL A. BIERMAN, ESQ.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice-Mayor Robert MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

ORDINANCE NO. 06- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES ABUTTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; EXEMPTING CERTAIN DEVELOPMENT; PROVIDING FOR WAIVERS; PROVIDING FOR SEVERABILITY; PROVIDING PROCEDURES FOR VESTED RIGHTS AND JUDICIAL REVIEW FOR THE SPECIFIC MATTERS ADDRESSED HEREIN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in June of 2002, residents of the now incorporated Town of Cutler Bay (the "Town") participated in the Old Cutler Road Charrette Area Plan (the "Charrette"); and

WHEREAS, during this Charrette, residents of the Town envisioned architectural design guidelines, a civic district/town center, and a walkable pedestrian-friendly environment for Old Cutler Road; and

WHEREAS, at the Town Council meeting on May 4th 2006, the Town Council expressed concern that the current zoning scheme along Old Cutler Road may permit development which is incompatible with the residents' vision from the Charrette; and

WHEREAS, to ensure that the residents' vision would come to fruition, the Town Council directed Town staff to draft an ordinance for its consideration, declaring a building moratorium for properties abutting Old Cutler Road from S.W. 184th Street south to the Town limits (the "moratorium area") to be approved by the Town Council; and

WHEREAS, the Town Council has determined that this building moratorium should be in place for 120 days from the effective date of this Ordinance; and

WHEREAS, this Ordinance was heard and recommended by the Town Council, in its capacity as the Town's Local Planning Agency; and

WHEREAS, by resolution, the Town Council approved the Town Manager's Administrative Order No. 06-2 that was issued pursuant to Section 33-319 of the Town's Code of Ordinances (the "Code"), which further authorizes a building moratorium in the moratorium area; and

WHEREAS, it is the intent of the Town Council that this Ordinance be adopted together with the above referenced resolution to accomplish the same purpose in accordance with all applicable laws; and

WHEREAS, after due notice and hearing, the Town Council finds that this Ordinance is consistent with the Miami-Dade County Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan, and the Town's Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:

Section 1. Building Moratorium Imposed. During the time that this Ordinance is in effect as specified in Section 7 below, there shall be a building moratorium on the issuance of development orders and development permits within the moratorium area. For purposes of this Ordinance, the terms "development orders" and "development permits" shall be defined as follows: building permits, variances, special exceptions, zoning district changes, minimum square footage requirement changes, unusual and new uses, or modifications or elimination of conditions, restrictions or limitations on these orders and permits. The following categories of development shall be exempt from this moratorium:

- Expansions, repairs, or renovations to existing single family homes
- Any development that has had a development order or development permit approved by the Town.

Section 2. Waivers. Any property owner seeking a waiver under this Section 2 must file an application with the Town Council, for a determination within 60 days after the effective date of this Ordinance. The Town Council, after a public hearing, may grant a waiver to the moratorium provided above and permit development to proceed on a specific parcel where the Town Council determines, based upon substantial competent evidence, that the specific use or activity requested by the waiver application will not detrimentally affect the preparation and implementation of the proposed Town regulations, will be compatible with surrounding land uses, and will not impair the public health, safety or welfare. The public hearing shall be advertised at least seven days prior to the hearing in a local newspaper. The grant of waiver, if any, shall be by resolution. The applicant shall be responsible for the waiver application fee and any other standard fees and requirements for a public hearing.

Section 3. Determination of Vested Rights or Denial of All Economic Use.

(A) Nothing in this Ordinance shall be construed or applied to abrogate the vested right of a property owner to complete development of a parcel where the property owner can demonstrate by substantial competent evidence each of the following:

- (1) A governmental act of development approval was obtained prior to the effective date of this Ordinance; and
- (2) Upon which the property owner has detrimentally relied, in good faith, by making substantial expenditures; and

(3) That it would be highly inequitable to deny the property owner the right to complete the development.

(B) Nothing in this Ordinance shall be construed or applied to prevent development of a particular parcel where the property owner can demonstrate by substantial competent evidence that, because of the moratorium, no economic use can be made of the parcel.

(C) Any property owner claiming vested rights or denial of all use under this Section 3 must file an application with the Town Council for a determination within 30 days after the effective date of this Ordinance. The application shall be accompanied by an application fee of \$1,500.00 and contain a sworn statement as to the basis upon which the vested rights or denial of all use are asserted, together with documentation required by the Town and other documentary evidence supporting the claim. The Town Council shall hold a public hearing on the application and, based upon the competent substantial evidence submitted, shall make a determination as to whether the property owner has established vested rights or a lack of economic use for the parcel.

Section 4. Judicial Review. Judicial review of final decisions by the Council under Section 2 or Section 3 of this Ordinance shall be by the filing of a Petition for Certiorari in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County in accordance with the Florida Rules of Appellate Procedure for the review of the quasi-judicial decisions of municipalities.

Section 5. Exhaustion of Administrative Remedies. No property owner claiming that this Ordinance, as applied, constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights may pursue such claim in court, unless he or she has first exhausted the applicable administrative remedies provided in Sections 2 and 3 of this Ordinance.

Section 6. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this ordinance are repealed to the extent of such conflict.

Section 7. Term. The building moratorium imposed by this Ordinance is temporary and shall be effective for a period of 120 days from the effective date of this Ordinance, unless dissolved earlier by the Town Council. Further, the building moratorium shall automatically dissolve upon the adoption of new land development regulations for the moratorium area. The building moratorium may be reasonably extended, if necessary, by Ordinance of the Town Council.

Section 8. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of June, 2006.

PASSED AND ADOPTED on second reading this _____ day of July, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____
Vice Mayor Ed MacDougall _____
Council Member Timothy J. Meerbott _____
Council Member Ernest Sochin _____
Council Member Peggy Bell _____

ORDINANCE NO. 06-__

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING PROCEDURES FOR ZONING WORKSHOPS; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Town Council of the Town of Cutler Bay (the "Town") that proposed developments within the Town be discussed at a publicly advertised zoning workshop prior to the public hearing on such developments; and

WHEREAS, at such workshops, the Town Council and the public will have the ability to ask questions and to provide feedback about the proposed developments in an open forum, and the applicant will have the opportunity to respond to such input prior to the public hearing; and

WHEREAS, the Town Council finds that adoption of these regulations is in the best interest and welfare of the citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:

Section 1. Zoning Workshops.

A. **Intent.** It is the intent of the zoning workshop process to provide an open and public forum for members of the public, as well as the Town Council, to comment on proposed developments within the Town. It is further the intent that any communications between members of the Town Council and the applicant during a zoning workshop shall not be considered an ex parte communication, and shall not create a presumption of bias in relation to any future quasi-judicial decision on the applicant's application.

B. **Applicability.** A pre-application conference with the Town's planning and zoning staff shall be held prior to an application being presented at a zoning workshop. A zoning workshop shall be held no fewer than thirty (30) days prior to the application first being heard by the Town Council or local planning agency. A zoning workshop shall be required for the following types of applications:

1. Rezoning;
2. Site plan approval;
3. Site plan amendments that seek to develop additional square footage;
4. Variances;
5. Special exceptions; and
6. Unusual uses

C. Exemptions. Site plan approval for a single family house on one (1) single family lot, amendments to an approved site plan for a single family house on one (1) single family lot, and setback variances shall be exempt from the zoning workshop requirement.

D. Advertisement. An advertisement shall be published in a local newspaper at least 5 days prior to a zoning workshop. The advertisement shall state the date, time, and place of the zoning workshop. In addition, the advertisement shall provide a description and the location of the proposed development. The cost of publishing an advertisement for a zoning workshop shall be paid by the applicant.

E. Agenda. The zoning workshop agenda shall be set by the town manager and prepared by the town clerk. A zoning workshop shall not be held more than once per calendar month. However, the town manager, at his or her discretion, may schedule a second zoning workshop to be held during the same calendar month.

F. Meeting Procedure. A zoning workshop shall consist of two sessions which are described below:

1. First Session. The first session of a zoning workshop shall provide a forum for members of the public to learn about proposed developments within the Town. Developments may be presented to the public simultaneously, in several locations within the meeting site. During this session, members of the public are encouraged to ask questions and to provide feedback to the applicant about the proposed development. The applicant shall provide visual depictions, such as renderings, drawings, pictures, and the location of the proposed development. In addition, representatives of the applicant shall be available to answer questions that members of the public may have about the proposed development. The members of the Town Council shall not be present during the first session of the zoning workshop.

2. Second Session. The second session of a zoning workshop shall provide a forum for the Town Council to learn about the proposed developments discussed at the first half of the zoning workshop. Developments shall be presented sequentially, one at a time, for the Town Council's review and comment. The applicant shall again present visual depictions of the proposed development. In addition, the applicant shall be available to answer any questions that members of the Town Council may have about the proposed development.

Section 2. 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 3. Repealer. All resolutions or ordinances or parts of resolutions or ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this _____ day of June, 2006.

PASSED AND ADOPTED on second reading this _____ day of July, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

ORDINANCE NO. 06-____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33, "ZONING" ARTICLE VI, "SIGNS," DIVISION 2, "GENERAL PROVISIONS" OF THE TOWN'S CODE OF ORDINANCES, BY PROVIDING FOR THE PROHIBITION OF OFF-PREMISES SIGNAGE WITHIN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") finds and determines that, in order to maintain and improve the aesthetics, quality of life, and safety of the Town and its residents, the Town must adopt regulations prohibiting off-premises signage; and

WHEREAS, sign regulation to advance the governmental purpose of aesthetics has long been upheld by the state and federal courts; and

WHEREAS, as long ago as 1954, the U.S. Supreme Court recognized that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary," and that it is within the power of the Town Council to determine that the community should be "beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled," in *Berman v. Parker*, 348 U.S. 26, 33 (1954), which was followed by *State v. Miami Beach Redevelopment Agency*, 392 So. 2d 875 (Fla. 1980); and

WHEREAS, sign regulations have been held to advance these aesthetic purposes and advance the public welfare in *City of Lake Wales v. Lamar Advertising Ass'n of Lakeland, Florida*, 414 So. 2d 1030 (Fla. 1982); and

WHEREAS, the Town Council finds and determines that the Town has consistently adopted severability provisions in connection with its Code of Ordinances, and that the Town

wishes to assure that its severability provisions will be applied to its land development regulations, including its off-premises sign regulations; and

WHEREAS, in several recent judicial decisions, the courts have failed to give full effect to severability provisions applicable to sign regulations, and expressed uncertainty over whether local governments intended that severability would apply to certain factual situations despite the plain and ordinary meaning of the severability clauses; and

WHEREAS, the Town Council is aware that the failure of some courts to apply severability clauses has led to an increase in litigation by billboard developers and other applicants seeking to strike down sign regulations in their entirety, so that they may argue that their applications to erect billboards or other signs must be granted; and

WHEREAS, the Town Council desires that there be an ample and unequivocal record of its intention that the severability clauses it has adopted related to its off-premises sign regulations shall be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances or other provisions are invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Town Council desires that its prohibition of billboards be given full effect, regardless of the invalidity or unconstitutionality of any or all of the Town's other regulations; and

WHEREAS, the Town Council further intends to allow noncommercial speech to appear wherever commercial speech appears, and codifies this intention through the adoption of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages as set forth in the body of this Ordinance; and

WHEREAS, the Town Council specifically intends that this substitution clause be applied so that its sign regulations can never be construed to impermissibly favor commercial messages over noncommercial messages; and

WHEREAS, the Town further provides for the political expression of its residents, as required by *City of Ladue v. Gilleo*, 512 U.S. 43 (1994), by allowing a permanent noncommercial sign to be posted in any residential zoning district.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2. Amendment to Sign Regulations. The sign regulations contained Chapter 33, "Zoning," Article VI, "Signs," Division 2, "General Provisions," Sections 33-83 "Purpose," 33-84 "Definitions," and 33-95, "Prohibited Signs," are hereby amended as follows:

* * *

Sec. 33-83. Purpose Scope, Purpose, Substitution and Severability.

(a) *Purpose.* The purpose of this chapter {article} is to permit signs that will not, because of size, location, method of construction and installation, or manner of display:

- (1) Endanger the public safety; or
 - (2) Create distractions that may jeopardize pedestrian or vehicular traffic safety;
- or
- (3) Mislead, confuse, or obstruct the vision of people seeking to locate or identify uses or premises; or

- (4) Destroy or impair aesthetic or visual qualities of Miami-Dade County which is so essential to tourism and the general welfare; and

The purpose of this article is also to permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement land use objectives as set forth in the Comprehensive Development Master Plan. It shall be further the purpose of this article to promote the aesthetics, safety, health, and general welfare and the assurance of protection of adequate light and air within the Town by regulation of the general posting, displaying, erection, use, and maintenance of signs. In the event of any conflict between this code and any declaration of covenants, bylaws, or other restrictions applying to any property within the town, the language affording the more restrictive interpretation shall apply.

(b) Scope. The provisions of this article shall govern the number, size, location, and character of all signs which may be permitted either as a main or accessory use under the terms of this article. No signs shall be permitted on a plot or parcel either as a main or accessory use except in accordance with the provisions of this article.

(c) Substitution of Noncommercial Speech for Commercial Speech. Notwithstanding any provisions of this article to the contrary, to the extent that this article permits a sign containing commercial copy, it shall permit a noncommercial sign to the same extent. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited, and the sign continues to comply with all requirements of this article.

(d) Severability.

(1) Generally. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article.

(2) Severability where less speech results. This subsection (2) shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code of ordinances or any adopting ordinance. The town council specifically intends that severability shall be applied to these regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.

(3) Severability of provisions pertaining to prohibited signs. This subsection (3) shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code of ordinances or any adopting ordinance. The town council specifically intends that severability shall be applied to section 33-95, entitled "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.

(4) Severability of prohibition on off-premises signs. This subsection (4) shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provisions in the code of ordinances or any adopting ordinance. If any or all of this article or any other provision of the town's code of ordinances is declared

unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the town council specifically intends that that declaration shall not affect the prohibition of off-premises signs in Section 33-95(k).

Sec. 33-84. Definitions.

For the purposes of this article the following words and phrases are hereby defined as provided in this section, unless the context clearly indicates otherwise. Where there is a question as to the correct classification or definition of a sign, it shall be the prerogative of the Director to place said sign in the strictest category and/or classification.

* * *

Noncommercial sign: A sign containing only noncommercial copy. "Noncommercial" shall mean not-for-profit or commercial gain. Regardless of the content of the copy, a noncommercial sign shall not be construed to be an off-premises sign.

Non-conforming sign: A sign located within the town limits on the effective date of this code or existing in an area annexed by the town after the effective date of this code (or amendments hereto) which, by its height, type, area, design, colors, materials, location, use, or structural support, conformed to the town code prior to the effective date of this ordinance, but does not conform to the requirements of this code. This shall include signs that had been granted variances that were approved, and signs that were issued a construction permit by Miami-Dade County prior to the effective date of this ordinance.

Off-premises sign: A sign that directs attention to a commercial business, commodity, service, product, or activity not conducted, sold, offered, or available on the premises where such sign is located, the copy of which may be intended to be changed periodically. An off-premises sign is the principal use of the property on which it is located. It may also be referred to as a "billboard."

This definition includes a sign displayed on a trailer or the bed of a truck that advertises something other than the identity of the truck, the driver or its contents.

On-premises sign: A sign that is located on the premises of the occupant, business, or property identified on the sign. The occupant, business, or property is the principal use of the property, and the sign is an accessory use of the property on which it is located.

* * *

Sec. 33-95. Prohibited signs.

* * *

(k) Except for non-conforming signs, off-premises signs or billboard signs are prohibited in the town. Any off-premises sign or billboard sign erected after the effective date of this article as amended shall be removed at the sole expense of the sign owner and shall be subject to code enforcement proceedings as provided in the town code.

Section 3. Severability.

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

Section 4. Inclusion In The Code.

It is the intention of the Town Council that the provisions of this Ordinance shall become and made a part of the Town of Cutler Bay Code; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date.

This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2006.

PASSED and ADOPTED on second reading this __ day of _____, 2006.

PAUL VROOMAN
Mayor

ATTEST:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
INTERIM TOWN ATTORNEY

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest N. Sochin _____

Council Member Peggy R. Bell _____



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Interim Town Manager

Date: June 2, 2006

Re: Interim Budget Ordinance Change Memo

There have been a number of changes in the Town's Interim Budget between the first and the second readings of the ordinance most of which are due to the successful efforts of our consultants to verify County provided revenue and expenditure information. These efforts will continue as we progress towards the end of the fiscal year when a final reconciliation of Town revenues and County services costs will be performed. The major changes to the ordinance are summarized below.

Town Operating Reserves

In the first reading of the ordinance, budget reserves were \$175,000 (plus an unbudgeted amount of \$22,033) and included restricted use funds. Refinement of revenue estimates for the second reading result in operating reserves of \$274,265, all of which are general use, unrestricted funds.

Ad Valorem Taxes

One of the first items the consultants reviewed in detail was the County's calculation of Ad Valorem (property) taxes, the largest of the Town's revenue sources. They quickly found that the County had made a significant mistake, not in the Towns favor. Unfortunately, the correction resulted in an actual reduction of revenue for the Town in the amount of \$339,706. Fortunately, by catching the mistake early, the Town has avoided having to reduce its budget by almost \$340,000 by year-end, by surprise.

Other Taxes and Intergovernmental Revenues

Our consulting team and I spent hours talking with State Department of Revenue officials as well as County budget officials in order to further refine revenues. Factors that contribute to the revenue estimate changes include: updated population figures for Cutler Bay, more recent sales tax updates, better estimates from FPL and the County regarding electrical franchise fees, review and recalculation of revenue sharing funds and comparison of revenue collections to similar municipalities. The refined estimates result in general operating revenues increasing by \$838,284. When the County's Ad Valorem tax error of \$339,706 is taken into account, there remains a net increase in revenue estimates totaling \$498,578.

Special Revenue Funds

The Town's special revenue funds are comprised of the Police and Parks Impact Fees and the Local Option Gas Tax funds. These revenues are restricted to specific uses and are typically held and accounted for in special revenue fund accounts. Our refinement of the local option gas tax fund estimates resulted in an additional \$142,275. Gas taxes can be used for most roadway improvements including certain maintenance activities and it is appropriate to expense the County's Public Works costs against the gas tax revenues. Therefore, the

second reading ordinance removes the County's Public Works expenses from the general operating budget and places the expenses in the Special Revenue Fund. We continue to review State Statutes to identify Town budgeted expenses that may be appropriately included with transportation expenses.

Due to Governor Bush's veto, the Town will not receive \$250,000 in legislatively approved state funding for a Stormwater Master Plan. Accordingly, the second reading of the Interim Budget reflects that change in both revenues and expenses.

General Operating Expenditures

Changes in the general operating expenses from the first to second reading of the Interim Budget primarily occurred in three areas: a reserve for County wage increases, Stormwater Master Plan expenses and minor changes to Town budgeted expenses. The changes are summarized as follows:

- County wage increases: County collective bargaining agreements include wages for County employees effective July 1, 2006. The County has not finalized these increases which will be charged to the Town for County provided services for the months of July, August and September. County staff did not include wage adjustment information in the budget figures provided to the Town. The Town's consultants worked with the County's Labor Relations Department to develop an estimate of wage increases for inclusion in the Town's Interim budget. The second reading of the Interim Budget includes a line item in the amount of \$100,000 for the anticipated wage increases.
- Public Works Stormwater Master Plan: The Town's Public Works Department expenses were reduced by \$250,000 because the Town will not receive funding to complete the Stormwater Master Plan.
- Town expenses: Several readjustments and refinements led to changes in the Town's expenses after the first reading version. Corrections to

reflect current retirement contributions resulted in minor changes to the budget; two months rent for police services was not included in the first reading Interim Budget but is now included (\$12,000); promotional activities were reduced from \$18,000 to \$8,000; building permitting contract service expenses were increased to reflect the same amount as budgeted for revenues (a more conservative approach); funds were included to lease a hurricane response-ready vehicle for the Town Manager (\$6,000); \$15,000 was added for special events expenses.

Special Revenue Fund Expenditures

Special revenue funds include impact fees that the County will update prior to year-end. In addition, local option gas taxes are now segregated into the special revenue fund. Refinement of the revenues resulted in increasing estimates (and accordingly the transportation reserves) increased by \$142,275.

The Interim Budget is a guide. We expect that the revenues and expenses will fluctuate, but we are working to minimize any surprises. Should budgetary information shift significantly, we will report such changes to the Council at the following meeting and if necessary, revise the budget to reflect such changes.

We are confident in the budget put forward here as we have had an expert team review all of our revenue refinements with County Office of Strategic Business Management (budget office). In addition, senior managers in that office have agreed with our consultant, Dr. David Morris, who was the County Budget Director for over 20 years.

ORDINANCE NO. 06- ____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AND ADOPTING THE INTERIM BUDGET FOR THE TOWN OF CUTLER BAY FOR FISCAL YEAR 2005-06; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay is a (the "Town") is a municipality located in Miami-Dade County, Florida; and

WHEREAS, following negotiations and information received by Miami-Dade County and in accordance with Section 8.7 of the Town's Charter, an Interim Budget has been prepared and is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the amount of funds available from taxation and other non-ad valorem revenues equals the total appropriations for expenditures and reserves.

NOW, THEREFORE, BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

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

Section 2: Interim Budget Adoption: The Town of Cutler Bay's Interim Budget for the Fiscal Year 2005-2006 (the "Interim Budget"), a copy of which is attached hereto as Exhibit "A", is approved and adopted and shall become effective retroactive to November 2, 2005, the date of incorporation, to the end of the fiscal year, which is September 30, 2006.

Section 3. Expenditure of Funds: The Town Manager or his designee is authorized to expend or contract for expenditures such funds as are necessary for the operation of the Town government in accordance with the Interim Budget. The Town Manager may transfer any unencumbered line item allocation of funds, or any portion thereof, to another line item classification within the same department.

Section 4. Carryover of Funds: Funds from the Town's 2005-06 Interim Budget not expended during the current fiscal year may be used and expended during subsequent fiscal years.

Section 5. **Conflict:** That all sections or parts of sections of the Miami-Dade County Code as it may apply to the Town in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section 6. **Severability:** The provisions of this ordinance are declared to be severable, if any section, clause, sentence, 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 sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 7. This ordinance shall take effect immediately upon enactment.

1st Reading: _____
2nd Reading: _____

PASSED AND ENACTED this ____ day of June, 2006.

PAUL VROOMAN, MAYOR

Attest:

ERIKA GONZALEZ SANTAMARIA
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Mitchell A. Bierman, Esq.
WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

**Interim Budget FY2005/2006
Town of Cutler Bay
Summary - 2nd Reading**

	Prorata Share Projected By County as of 1st Reading	Prorata Share Revised By Town as of 2nd Reading	Gains/Losses and Changes
GENERAL OPERATING REVENUES			
Operating Revenues	\$ 9,371,878	\$ 9,870,456	\$ 498,578
GENERAL OPERATING EXPENSES			
Services Provided by County	\$ 7,744,743	\$ 7,844,743	\$ 100,000
Services Provided by Town	\$ 1,959,804	\$ 1,751,448	\$ (208,356)
Total: County & Town Operating Expenses	\$ 9,704,547	\$ 9,596,191	\$ (108,356)
TOWN RESERVES (Revenues less expenses)		\$ 274,265	

**Interim Budget FY2005/2006
Town of Cutler Bay - 2nd Reading**

	Prorata Share Projected By County as of 1st Reading	Prorata Share Revised By Town as of 2nd Reading	Gains/Losses and Changes
GENERAL OPERATING REVENUES			
Taxes			
Property Tax Revenue @ 95%	\$ 3,931,641	\$ 3,591,935	\$ (339,706)
Electrical Franchise Fees	\$ 840,248	\$ 839,185	\$ (1,063)
Utility Taxes (Electric, Gas, Water)	\$ 1,677,198	\$ 1,864,121	\$ 186,923
Unified Communications Tax	\$ 922,240	\$ 1,161,418	\$ 239,178
Occupational Licenses	\$ 94,732	\$ 109,811	\$ 15,079
Subtotal	\$ 7,466,059	\$ 7,566,470	\$ 100,411
Intergovernmental Revenues			
1/2 Cent Sales Tax	\$ 1,339,085	\$ 1,626,000	\$ 286,915
Alcoholic Beverage Fees	\$ 5,757	\$ 6,037	\$ 280
Subtotal	\$ 1,344,842	\$ 1,632,037	\$ 287,195
Other Revenues			
State Shared Revenues	\$ 157,660	\$ 259,047	\$ 101,387
Interest Earnings	\$ 34,317	\$ 42,895	\$ 8,578
Building Permit Fees	\$ 369,000	\$ 369,000	\$ -
Miscellaneous	\$ -	\$ 1,007	\$ 1,007
Subtotal	\$ 560,977	\$ 671,949	\$ 110,972
TOTAL: GENERAL OPERATING REVENUES	\$ 9,371,878	\$ 9,870,456	\$ 498,578

**Interim Budget FY2005/2006
Town of Cutler Bay - 2nd Reading**

	Prorata Share Projected By County as of 1st Reading	Prorata Share Revised By Town as of 2nd Reading	Gains/Losses and Changes
EXPENSES FOR COUNTY PROVIDED SERVICES			
County Parks & Recreation	\$ 656,703	\$ 656,703	
County Local Police Patrol	\$ 4,546,142	\$ 4,546,142	
County Specialized Police Services	\$ 1,252,414	\$ 1,252,414	
Repay: Municipal Elections	\$ 108,437	\$ 108,437	
Repay: PA System	\$ 7,480	\$ 7,480	
County Planning, Team Metro & Others	\$ 461,296	\$ 461,296	
County Policy Formulation/Support	\$ 454,706	\$ 454,706	
Debt Service: QNIP Bond Payments	\$ 257,565	\$ 257,565	
Reserve for County Wage Increases	\$ -	\$ 100,000	
TOTAL: EXPENSES FOR COUNTY PROVIDED SERVICES	\$ 7,744,743	\$ 7,844,743	\$ 100,000
EXPENSES FOR TOWN PROVIDED SERVICES			
Mayor & Council	\$ 110,540	\$ 111,305	\$ 765
Clerk's Office	\$ 82,971	\$ 83,041	\$ 70
Town Attorney	\$ 258,512	\$ 258,512	\$ -
General Government	\$ 613,566	\$ 608,174	\$ (5,392)
Police	\$ 142,456	\$ 154,456	\$ 12,000
Community Development	\$ 441,609	\$ 460,809	\$ 19,200
Public Works	\$ 310,150	\$ 60,151	\$ (249,999)
Parks & Recreation	\$ -	\$ 15,000	\$ 15,000
TOTAL: EXPENSES FOR TOWN PROVIDED SERVICES	\$ 1,959,804	\$ 1,751,448	\$ (208,356)
TOTAL OPERATING EXPENSES FOR TOWN & COUNTY PROVIDED SERVICES	\$ 9,704,547	\$ 9,596,191	
TOWN RESERVES			
Revenues less expenses		\$ 274,265	

**Interim Budget FY2005/2006
Town of Cutler Bay - 2nd Reading**

	Prorata Share Projected By County as of 1st Reading	Prorata Share Revised By Town as of 2nd Reading	Gains/Losses and Changes
SPECIAL REVENUE FUND			
Stormwater Planning Funds (<i>Stormwater Master Plan expenses were budgeted in Town Public Works</i>)	\$ 250,000	\$ -	\$ (250,000)
Police Impact Fees Police Impact Fees (through May 06)	\$ 75,778	\$ 75,778	
Police Impact Expenditures Reserve for Future Police Impact Fee Projects	\$ 75,778	\$ 75,778	
Parks Impact Fees Parks Impact Fees (through May 06)	\$ 311,128	\$ 311,128	
Parks Impact Expenditures Reserve for Future Parks Impact Fee Projects	\$ 311,128	\$ 311,128	
Transportation Revenues			
Local Option Gas Tax (\$.05)	\$ 116,481	\$ 156,669	\$ 40,188
Local Option Gas Tax (\$.06)	\$ 297,900	\$ 399,987	\$ 102,087
Total	\$ 414,381	\$ 556,656	\$ 142,275
Transportation Expenditures			
County Public Works	\$ 134,679	\$ 134,679	\$ -
Reserve for Future Transportation Projects	\$ 279,702	\$ 421,977	\$ 142,275
Total Transportation Fund	\$ 414,381	\$ 556,656	\$ 142,275
SPECIAL REVENUE FUND TOTAL	\$ 1,051,287	\$ 943,562	\$ (107,725)

**Interim Budget FY2005/2006
Town of Cutler Bay
Town Provided Services - 2nd Reading**

TOWN PROVIDED SERVICES/EXPENSES	Budget & Projection 11/9/05 to 9/30/06	Total by Department
Mayor & Council		
Charter Compensation	\$ 26,500	
Taxes & Benefits	\$ 21,315	
Travel & Per Diem	\$ 13,620	
Communications	\$ 3,780	
Rentals/Leases	\$ 9,500	
Other Operating Expenses	\$ 6,590	
Capital Outlay	\$ 30,000	
Subtotal		\$ 111,305
Clerk's Office		
Salaries	\$ 23,307	
Taxes & Benefits	\$ 7,639	
Travel & Per Diem	\$ 175	
Communications	\$ 420	
Rentals & Leases	\$ -	
Other Operating Expenses	\$ 48,500	
Capital Outlay	\$ 3,000	
Subtotal		\$ 83,041
Town Attorney		
Town Attorney Agreement	\$ 233,364	
Other Legal Fees	\$ 25,148	
Subtotal		\$ 258,512
General Government		
Manager's Office Salaries (3 FTE)	\$ 92,423	
Taxes & Benefits	\$ 20,605	
Contractual Support Services	\$ 118,236	
Travel & Per Diem	\$ 11,520	
Communications	\$ 36,260	
Rentals/Leases	\$ 51,544	
Other Operating Expenses (includes Insurance, Promotional Activities, Accounting Software, etc.)	\$ 121,307	
Equipment, Furniture, Vehicle Lease	\$ 81,279	
Capital Outlay (Office Build Out)	\$ 75,000	
Subtotal		\$ 608,174

**Interim Budget FY2005/2006
Town of Cutler Bay
Town Provided Services - 2nd Reading**

TOWN PROVIDED SERVICES/EXPENSES	Budget & Projection 11/9/05 to 9/30/06	Total by Department
Police		
County Contract for Service (included in County Services Above)		
Other Operating Expenses	\$ 51,470	
Capital Outlay (Furnishings)	\$ 102,986	
Subtotal		\$ 154,456
Community Development		
Salaries (Planner, Code Enforcers (2))	\$ 40,000	
Taxes Benefits	\$ 10,826	
Contracted Programming Services	\$ 7,000	
Contracted Building Official, permits and inspection services for 3 months	\$ 369,000	
Vehicle Operating and Maintenance	\$ 5,250	
Other Operating Expenses	\$ 15,400	
Capital Outlay - Vehicles	\$ 7,333	
Capital Outlay (Furniture)	\$ 6,000	
Subtotal		\$ 460,809
Public Works		
Salaries (1)	\$ 7,500	
Taxes/Benefits	\$ 7,701	
Rental and Leases	\$ 5,000	
Insurance	\$ 1,650	
Other Operating Expenses	\$ 3,300	
Capital Outlay (Town signs)	\$ 25,000	
Capital Outlay (Vehicles)	\$ 10,000	
Subtotal		\$ 60,151
Parks & Recreation		
Special Events	\$ 15,000	
Subtotal		\$ 15,000
TOTAL TOWN PROVIDED SERVICES/EXPENSES		\$1,751,448