

TOWN OF CUTLER BAY

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

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Freidman
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 Town Clerk at (305) 234-4262 for assistance no later than four (4) days prior to the meeting.

TOWN COUNCIL MEETING AGENDA

Wednesday, August 16, 2006

7:00 PM

South Dade Government Center
10750 SW 211 Street, Room 203
Cutler Bay, Florida 33189

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

II. INVOCATION

III. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Presentation – School Board Member Evelyn L. Greer

IV. APPROVAL OF MINUTES

A. August 2, 2006

TAB 1

V. ADDITIONS, DELETIONS, AND DEFERRALS

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

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, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC., FOR PURCHASE OF A COMPUTER NETWORK SERVER ; PROVIDING AN EFFECTIVE DATE.

TAB 3

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DISSOLVING THE MEMBER-CITIZEN COMMITTEE CHARGED WITH THE SELECTION OF A PERMANENT TOWN MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN TO SUPPORT AND PARTICIPATE IN A REGIONAL ALLIANCE WITH THE VILLAGE OF PALMETTO BAY, FLORIDA TO MARKET CHARRETTE STUDY AREAS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

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 CONTRACT WITH CSA SOUTHEAST, INC. FOR OUTSOURCED BUILDING AND PERMITTING SERVICES PURSUANT TO (RFQ #03-001) PROVIDING AN EFFECTIVE DATE.

TAB 6

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

2. SECOND READING

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REZONING PROPERTIES FROM BU-1A, BU-2, AND BU-3 TO THE URBAN CENTER DISTRICT (UCD) ZONING DESIGNATION CONSISTING OF APPROXIMATELY 207 ACRES WITHIN THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1., WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND 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.

TAB 1

**TOWN OF CUTLER BAY
TOWN COUNCIL MEETING
MINUTES**

Wednesday, August 2, 2006

7:00 PM

South Dade Government Center
10750 SW 211 Street, Room 203
Cutler Bay, Florida 33189

I. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:25 PM. Present were the following:

Councilmember Peggy R. Bell
Councilmember Timothy J. Meerbott
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

Town Manager Steven J. Alexander
Interim Town Attorney Mitchell Bierman
Interim Town Attorney Chad Friedman
Town Clerk Erika Gonzalez-Santamaria

Councilmember Ernest N. Sochin was absent.

Mayor Vrooman led the pledge of allegiance.

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

III. PROCLAMATIONS, AWARDS, PRESENTATIONS:

IV. APPROVAL OF MINUTES:

- A. Councilmember Meerbott made a motion approving the minutes of the meeting of July 19, 2006. The motion was seconded by Vice Mayor MacDougall and adopted by a unanimous 4-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

V. ADDITIONS, DELETIONS, AND DEFFERALS:

VI. TOWN MANAGER'S REPORT:

The Town Manager thanked Council for selecting him as the first Town Manager of Cutler Bay. The manager also informed the Council that he is diligently working on the town's first budget which is approximately \$14 million. The manager discussed that the plans for the

police build-out is almost complete. Also, the administration is almost done with the permitting process. The manager reported that the five surplus vehicles have been pushed to the September 12th county commission agenda. He also stated that the police commander has identified five surplus buses that are also available. Three of which will be used as a mobile EOC or command center for the police department. The other two buses would be used for transporting people around for certain purposes. The Town Manager discussed that once his contract is complete, a bond must be placed on the manager as per the town charter, which is done through the Florida League of Cities. He was also pleased to present his "First 180 Days Report," which detailed the important events up until the present and will be presenting another report for the next six months. The manager commended the police department and their efforts to capture two burglary gangs while in progress and making the community as safe as possible.

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

VIII. BOARD AND COMMITTEE REPORTS: None at this time.

IX. CONSENT AGENDA:

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

A motion to approve the consent agenda was made by Councilmember Meerbott. The motion was seconded by Councilmember Bell. Resolution 06-70 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

X. QUASI-JUDICIAL CONSENT AGENDA PUBLIC HEARING: None at this time.

XI. QUASI-JUDICIAL HEARINGS: Refer to Public Hearing item under Resolutions.

XII. PUBLIC HEARINGS:

- A. **RESOLUTIONS:** The following quasi-judicial hearing was held by Council.

All witnesses giving testimony were sworn-in by the clerk.

- 1. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL TO JULIO ABASCAL FOR PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF S.W. 205TH STREET/SW 79TH AVENUE AND S.W. 204TH TERRACE (FOLIO # 36-6010-010-1010), AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF 1 SINGLE FAMILY HOME ON APPROXIMATELY 17,268

SQUARE FEET; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and adopted Resolution 06-71 by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

2. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING MIAMI-DADE COUNTY TO CONTINUE THE PROCESS OF CREATING A SPECIAL TAXING DISTRICT FOR SECURITY GUARD GATES FOR THE LAKES BY THE BAY SOUTH COMMONS; AND PROVIDING FOR AN EFFECTIVE DATE. (NOT A PUBLIC HEARING)

The Town Manager gave the Council background information in reference to the resolution.

Graham Penn, 200 S. Biscayne Boulevard, Jorge Sapiro representing Lennar Homes, and Mercedes Henderson, representing the Isles of Bayshore Master Association, addressed the council.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and adopted Resolution 06-72 by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

B. ORDINANCES: The clerk read the following ordinance, on first reading, by title:

All witnesses giving testimony were sworn-in by the clerk.

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REZONING PROPERTIES FROM BU-1A, BU-2, AND BU-3 TO THE URBAN CENTER DISTRICT (UCD) ZONING DESIGNATION CONSISTING OF APPROXIMATELY 207 ACRES WITHIN THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1., WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

Michael DeParaiso, co-owner of 20001 South Dixie Highway, addressed the council.

Vice Mayor MacDougall made a motion to approve the ordinance on first reading. The motion was seconded by Councilmember Meerbott and approved by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Second reading of the ordinance for August 16, 2006.

- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Manager discussed the ordinance in detail.

Councilmember Meerbott made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor MacDougall and approved by a 3 – 1 roll call vote. The vote was as follows: Councilmembers Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; and Councilmember Bell voting No.

Second reading of the ordinance for August 16, 2006.

XIII. PUBLIC COMMENTS:

The following individuals spoke: Nancy McCue, 8603 Franjo Road, Barbara Condon, 19641 Holiday Road, Ed Wolmers, 9370 Dominican Drive.

XIV. MAYOR AND COUNCIL MEMBER COMMENTS:

Councilmember Meerbott discussed his communication with Trust for Public Land to acquire additional lands for parks within the town.

Councilmember Bell thanked everyone for their participation in the strategic planning workshops and reminded the public that two other strategic meetings are being planned.

Mayor Vrooman referenced that the five surplus vehicles from the County are to be used as decoys for the police department. He also wanted to remind staff that a resolution be drawn up to dissolve the Manager Search Committee. The mayor also wanted to endorse an alliance

among Commissioner Sorenson, the mayor of Palmetto Bay, and the Town of Cutler Bay in support of all the charettes along US1. The mayor hopes to market the charettes to gain support for the projects. He also reminded that the CERT training is coming up at Town Hall.

XV. OTHER BUSINESS: None at this time.

XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT:

The next council meeting will be held on August 16, 2006, at the South Dade Government Center.

The meeting was officially adjourned at 10:40 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria
Town Clerk*

*Adopted by the Town Council on
this 16th day of August, 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 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.

TAB 2

ORDINANCE NO. 06-

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, IMPLEMENTING SECTION 3.10 OF THE TOWN CHARTER, ESTABLISHING PURCHASING REGULATIONS; PROVIDING FOR REPLACEMENT OF SECTION 2-8.1 ET SEQ. OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.10 of the Charter of the Town of Cutler Bay (the "Town") requires that contracts for public improvements and purchases of supplies, materials or services shall be awarded based on clearly drawn specifications and competitive bids except where waived by the Town Council; and

WHEREAS, Section 3.10 of the Charter allows the Town Council to adopt an ordinance, by super majority, that grants the Town Manager purchasing power up to a specified amount without competitive bidding; and

WHEREAS, the Town finds that the Town Manager should have flexibility related to purchasing in certain situations.

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. Contracting and Purchasing Regulations Amended. Miami-Dade County Code Chapter 2, "Administration," Article I, "In General," Section 2-8.1 "Contracting and Purchasing" to the extent it is deemed to be applicable to the Town, is hereby repealed. The Town hereby adopts the following purchasing procedures:

PURCHASING

I. Generally; authority of Town Manager.

The Town Manager shall supervise and have full authority to approve or disapprove purchases by all departments. The Town Manager shall issue rules governing purchasing procedures as he deems necessary from time to time. The Town Manager shall approve all contracts relating to purchases of the Town subject to the provisions of this ordinance. Nothing herein shall be deemed to require the Town Manager or Town Council to accept

the lowest dollars and cents bid or proposal in all cases if another bid or proposal is deemed to be more advantageous to the Town. All expenditures pursuant to this ordinance shall conform to section 3.10 of the Charter.

II. Purchasing guidelines.

(A) Purchases not greater than \$5,000.00. Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is not greater than \$5,000.00 may be made or entered into by the Town Manager without competitive bidding and without Town Council approval.

(B) Purchases of more than \$5,000.00 but less than \$25,000.00. Purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is in excess of \$5,000.00, but which is less than \$25,000.00, may be made or entered into by the Town Manager, provided that three competitive quotations are obtained from individual vendors.

(C) Purchases of \$25,000.00 but less than \$100,000.00. Except as exempted by sections III and VI, purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is \$25,000.00 but less than \$100,000.00 shall be awarded by the Town Manager after formal competitive bidding.

(D) Purchases of \$100,000.00 or more. Except as exempted by sections III and VI, purchases of or contracts for materials, supplies, equipment, improvements or services where the total amount expended is \$100,000.00 or more shall be awarded by the Town Council after formal competitive bidding.

(E) Formal competitive bidding shall be deemed to include Invitations to Bid ("ITB"), Requests for Proposals ("RFP"), Requests for Qualifications ("RFQ") or Requests for Letters of Interest ("RLI") in which respondents are evaluated based on a combination of qualitative factors and a dollars and cents bid. The type of competitive solicitation to be used shall be determined by the Town Manager. For purchases or contracts involving the expenditure of \$100,000 or more the Town Manager shall obtain authorization from the Council prior to advertising the solicitation.

III. Exemptions from competitive formal bidding.

The following exemptions from competitive formal bidding are hereby established:

(A) Sole source availability. Supplies, equipment or services available from a sole source only may be exempted from the bidding requirements of this ordinance by the Town Manager upon the filing of a written request by a department director and approval by the Town Manager outlining the conditions and circumstances involved.

(B) Purchases made under state contracts. Purchases made under state purchasing contracts pursuant to:

1. F.S. § 287.042;
 2. State General Service Administration Contracts, or Federal, County or other governmental contracts; or
 3. Cooperative bids with other governmental agencies;
- shall be exempt from the competitive bid requirements of this ordinance.

(C) A contract for the public improvements and purchases of supplies, materials or services, that utilizes a previously successful bid or proposal submitted to either the Town or another governmental entity in the State of Florida pursuant to a competitive solicitation.

(D) Professional services. Contracts of less than \$25,000.00 per year for the professional services of attorneys, physicians, court stenographers, real estate brokers and other professions licensed and regulated by the State, and professional services governed by F.S. § 287.055, the Consultants Competitive Negotiation Act, and to the extent permitted thereby, may be entered into by the Town Manager without formal competitive bidding under this ordinance, unless required by law.

(E) Purchases below minimum amount. Purchases of less than \$25,000.00 shall be exempt from the formal competitive bid requirements as provided above.

(F) Emergencies. Purchases arising out of or because of emergencies shall be exempt from the competitive bid requirements. Emergencies mean situations, occurrences or matters necessitating immediate or quick action and not permitting adequate time to utilize competitive bidding.

(G) Impracticability. Under circumstances where competitive bidding is impracticable, including but not limited to situations where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant), such purchases shall be exempt from the competitive bid requirements.

IV. Bidding procedure.

All competitive formal bids must be sealed, and shall be opened in public in the presence of employees of the Town designated by the Town Manager. All bids will be received at the Town Manager's office on or before the date and time set forth in the notice of proposal. Notwithstanding the requirement to use sealed bids, qualifications based selection processes that include a dollars and cents bid element may be evaluated in parts whereby the dollars and cents bid shall remain sealed during the qualitative evaluation.

V. Award of professional services contracts.

An RFP or RFQ process shall be utilized for the awarding of contracts of \$25,000.00 per year or more for the professional services of attorneys, physicians, court stenographers, real estate brokers and other professions licensed and regulated by the State, and professional services governed by F.S. § 287.055, the Consultants Competitive Negotiation Act ("CCNA"). Procurement of services governed by the CCNA shall comply with all statutory requirements. All such awards shall be made by a resolution adopted by the majority of the Town Council. The Town Council may, by motion, waive the requirement to utilize requests for proposal/requests for qualifications if it is determined to be in the best interests of the Town to do so or as otherwise authorized by law.

VI. Preference for local businesses.

Businesses located in the Town who reply to formal competitive sealed bid requests by the Town may receive a preference bonus of five percent or five points during the evaluation and tabulation of the bid proposals. If a local preference is to be employed as provided for by this section, the solicitation documents shall clearly set forth such local preference requirements.

VII. Surplus property.

Any property owned by the Town which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with procedures established by the Town Manager, so long as the property has been declared surplus by a resolution of the Town Council.

VIII. Authority to resolve protested bids and proposed awards.

(A) Right to protest. With respect to contracts over \$100,000, any actual bidder, or qualified proposer (hereinafter collectively referred to as the "bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI") or invitation for bid for goods and/or services ("hereinafter, collectively referred to as the bid") may protest to the Town Manager or his or her designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in this Code, any written guidelines issued by the Town, and the specifications, requirements and/or terms set forth in any bid. This section shall not be applicable if the bid specifications expressly so state.

(B) Any protest concerning the bid specification requirements, and/or terms must be made within three business days (for the purposes of this ordinance, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two business days prior to the opening of the bids. Such protest must be made in writing to the Town Manager or his or her designee, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(C) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above, shall be submitted in writing to the Town Manager, or his or her designee. The Town will allow such bid protest to be submitted anytime until two business days following the release of the Town Manager's written recommendation to the Town Council, as same is set forth and released in the Town Council agenda packet, for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent documents and

evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Town Manager's written recommendation to the Town Council.

(D) The Town may require reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

(F) Authority to resolve protests. The Town Manager or his or her designee shall have the authority to settle and resolve a protest as outlined herein. The Town Manager's decision shall be final and may be changed only by a majority vote of the Town Council.

(G) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the protester to the solicitation in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.

(H) Distribution. A copy of each decision by the Town Manager and the Town Attorney shall be mailed or otherwise furnished promptly to the protestor.

(I) Stay of procurements during protests. In the event of a timely protest under paragraph (A) of this section, the Town shall not proceed further with the solicitation or with the award pursuant to such bid until a decision is issued under paragraph (F) above, unless a written determination is made by the Town Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the Town.

(J) Remedy. The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.

(K) Protests barred. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(L) Report. At the time the Town Manager's written decision or recommendation for award of a bid is presented at a meeting of the Mayor and Town Council, the Town Attorney, or his or her designee, shall present a report to inform the Mayor and Town Council of any legal issues relative to any bid protest filed in connection with the bid in question.

(M) No waiver. Nothing in this section shall waive Town's sovereign immunity pursuant to F.S. § 768.28.

IX. Cone of silence.

Pursuant to section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11.1(t)(4) thereof, there shall be a cone of silence in effect with respect to all competitive procurements.

(A) Definitions. "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for qualification ("RFQ") or bid, for goods or services valued at over \$100,000.00, between:

(1) A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

(2) The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

(B) Restriction; notice. A cone of silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. At the time of imposition of the cone of silence, the Town Manager or his or her designee shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, with a copy thereof to each Town Councilperson, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(C) Termination of cone of silence. The cone of silence shall terminate at the beginning of the Town Council meeting at which the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the cone of silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

(D) Exceptions to applicability. The provisions of this section shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Council by any person during any duly noticed public meeting;
- (4) Communications in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents provided that, the bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff; solely regarding matters of legal process and procedure;
- (7) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) Any emergency procurement of goods or services pursuant to Town Code;
- (9) Responses to the Town's request for clarification or additional information;
- (10) Contract negotiations during any duly noticed public meeting;
- (11) Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

(E) Penalties. Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

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. Conflicts. Any and all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 2nd day of August, 2006.

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

PAUL S. 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 P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 3



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: August 9, 2006

Re: Computer Network Server Purchase

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 PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC., FOR PURCHASE OF A COMPUTER NETWORK SERVER ; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has utilized an expert consultant to commence operation of the information technology equipment necessary for day-to-day performance. We have evaluated the components necessary for the next phase of our computer network and prepared a bid request to suit the needs of this phase. Staff has determined that it is prudent to procure initial server components from Altek Computer Group due to its lowest reasonable cost for the equipment specified by International Data Consultants, Inc due to the competitive bidding process (quotations) undertaken by International Data Consultants, Inc at the request and direction of staff.

The bids received are summarized as follows:

ALTEK COMPUTER GROUP, INC	\$11,081.00
DELL	\$11,351.00
CDW-Government Sales	\$11,667.00

Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for services through a formal Request for Proposal due to the typical **three month** minimum time required for such formal process and therefore recommends that the Council waive formal competitive bidding pursuant to section 3.10 of the Charter.

RECOMMENDATION

Approve the proposed resolution.

RESOLUTION NO. 06 - ____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROCUREMENT; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC., FOR PURCHASE OF A COMPUTER NETWORK SERVER ; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, Florida, (the "Town") is in need of a computer network server for operation of its municipal offices and provision of government services to its residents; and

WHEREAS, the Town staff has received at least three price quotes from reputable and responsible providers of said equipment and determined that the Altek Computer Group, Inc. ("Altek") provided the lowest price in the amount of \$11,081.00; 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 and not advantageous to competitively bid this item by way of a formal competitive bid because of the immediate need to procure said item; 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 Manager is authorized to purchase a computer network server from Altek for \$11,081.00 and the provisions of Section 3.10 of the Town Charter are hereby waived to the extent they would require formal competitive bids to procurement of the same.

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

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S.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 P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 4

RESOLUTION NO. 06-

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
DISSOLVING THE MEMBER-CITIZEN COMMITTEE
CHARGED WITH THE SELECTION OF A PERMANENT
TOWN MANAGER; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, on March 2, 2006, the Town Council created several Council Member-Citizen Committees including a Committee charged with selection of a permanent Town Manager; and

WHEREAS, the Town Manager Committee worked diligently and provided a list of ranked candidates; and

WHEREAS, the Town Council reviewed the qualifications of the candidates and determined that the Steven J. Alexander was the most qualified to hold the position of Town Manager; and

WHEREAS, the Town Manager Committee is no longer needed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 this reference.

Section 2. The Town Manager Committee is hereby dissolved.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of _____, 2006.

PAUL S. 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 P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____

TAB 5

RESOLUTION NO. 06-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN TO SUPPORT AND PARTICIPATE IN A REGIONAL ALLIANCE WITH THE VILLAGE OF PALMETTO BAY, FLORIDA TO MARKET CHARRETTE STUDY AREAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town"), is aware of the significant growth over the last ten years of the southern part of Miami-Dade County in which the Town is located; and

WHEREAS, citizens of Cutler Bay, Palmetto Bay, Goulds, West Perrine, Naranja, Princeton and Leisure City have participated in design charrettes to state their vision for the future growth of their communities; and

WHEREAS, the resulting concepts have resulted in plans for town centers that were produced by professional town planners to result in pedestrian-friendly, traffic mitigating concepts; and

WHEREAS, two such plans, the Cutler Ridge Plan and the Old Cutler Road Plan were conducted in the area now served by Cutler Bay; and

WHEREAS, to deliver on the vision of our citizens, business and other local institutions, a marketing effort is needed to bring the vision to life; and

WHEREAS, the Town Council of Cutler Bay, Florida desires to support and participate in a regional alliance with the Village of Palmetto Bay and Miami-Dade County Commissioner Katy Sorenson to market the charrette study areas.

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. Resolution of Support and Authorization. The Town Council hereby declares the Town's support for a regional charrette marketing alliance with the Village of Palmetto Bay, Florida and Miami-Dade County Commissioner Katy Sorenson and authorizes the Town's participation therein.

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

PASSED and ENACTED this ____ day of _____, 2006.

PAUL S. 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 P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 6



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: August 9, 2006

Re: **OUTSOURCED BUILDING AND PERMITTING 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 ADVERTISE A REQUEST FOR PROPOSALS FOR BUILDING AND PERMITTING SERVICES AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERIM CONTRACT WITH CSA SOUTHEAST, INC. FOR SUCH SERVICES IN SUBSTANTIALLY THE FORM OF THE COMPETITIVELY BID CONTRACT BETWEEN CSA SOUTHEAST INC. AND THE VILLAGE OF PALMETTO BAY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

During the initial start-up of the Town, staff has identified the need to accelerate the initiation of the building department functions of permitting and processing building permit review and inspections. The firm of CSA Southeast, Inc. was selected pursuant to the Village of Palmetto Bays competitive RFQ process for the provision of building and permitting services. The Palmetto Bay Council, at the directed staff to negotiate a contract with CSA Southeast and your Town staff recommends that we piggyback onto this contract which has been extended until the end of September of this year.

The highlights of this contract are as follows:

CSA assumes the risk of providing building & permitting services in return for the permit fee revenues. CSA is responsible for all expenses including personnel expenses, vehicles, radios, uniforms, forms, brochures, etc. The Village is responsible for items that will remain the property of the Village including office furniture and computer hardware and software. There is no "minimum guarantee". CSA will be responsible for staffing increases or decreases based on levels of activity.

CSA agrees to the following specific standards of service for the Village's department:

- o Plan Reviews - Walk-thru for items such as fences
- o Plan Reviews - 1 to 3 days for single family additions and renovations
- o Plan Reviews - 7 working days for new single family residences
- o Plan Reviews - 15 working days for commercial buildings, multi-family dwelling units and other complex construction projects
- o Inspections - performed within 24 hours or less after the request has been received and the inspection will be done within a 4 hour window

CSA will indemnify the Village by providing professional liability, commercial general liability, and workers compensation insurance coverage

Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for services through a formal Request for Proposal due to the typical **three month** minimum time required for such formal process.

RECOMMENDATION

Approve the proposed resolution.

RESOLUTION NO. 06-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ADVERTISE A REQUEST FOR PROPOSALS FOR BUILDING AND PERMITTING SERVICES AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERIM CONTRACT WITH CSA SOUTHEAST, INC. FOR SUCH SERVICES IN SUBSTANTIALLY THE FORM OF THE COMPETITIVELY BID CONTRACT BETWEEN CSA SOUTHEAST INC. AND THE VILLAGE OF PALMETTO BAY; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay ("Town") finds that it is both necessary and appropriate to retain a firm to provide building and permitting services for the Town until the Town employs full time staff to perform such services; and

WHEREAS, the Town Manager has sought authority from the Council to advertise a request for proposals ("RFP") for qualified firms to perform these services and the process of selection of such firm will take at least 90 days and the Town is desirous of immediately retaining the services of such a firm in the interim; 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 the services on an interim basis because of the immediate need to procure said services; and

WHEREAS, the Village of Palmetto Bay has a current contract with CSA Southeast, Inc. to provide such services which resulted from a competitive bid (Palmetto Bay RFQ #03-001) and the Town may purchase its services pursuant to the same favorable terms and conditions as are currently in effect pursuant to Palmetto Bay's contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 this reference.

Section 2. The Manager is authorized to enter into a contract with CSA Southeast, Inc. ("CSA") for interim building and permitting services not to exceed 180 days in substantially the form of CSA's contract with Palmetto Bay which is attached hereto. The competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent they would

require a competitive process for the selection of an interim building and permitting services provider. The Manager is authorized to and shall advertise and issue a Request for Proposals to select a qualified firm to perform such services on a more permanent basis as soon as is practicable.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2006.

PAUL S.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 P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

**CONTRACT BETWEEN
THE VILLAGE OF PALMETTO BAY
AND CSA SOUTHEAST, INC., FOR
BUILDING AND PERMITTING SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of June, 2003, by and between the Village of Palmetto Bay, a Florida municipal corporation, and CSA SOUTHEAST, INC., a Florida corporation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE; AUTHORIZATION

- 1.1. The purpose of this agreement is to provide for the engagement of CSA by the village to perform building services as described in Section 2 below.
- 1.2. CSA is authorized and designated to act on behalf of the village as the village's building official in accordance with the applicable building code and chapter 468, Florida Statutes.
- 1.3. CSA's employees assigned to perform services for the village shall be authorized to enforce the village code under the village's constitutional home rule powers.

2. SCOPE OF SERVICES

CSA shall provide the following services to the village:

2.1. Building Department Services

- 2.1.1. Designate a building official as required by section 468.601, Florida Statutes, *et. seq.*
- 2.1.2. Process all building permit applications for the village and verify contractor's licenses.

- 2.1.3. Review building plans for structural, plumbing, electrical, mechanical and other requirements as contained in the South Florida Building Code and, or the Florida Building Code, and compliance with applicable zoning regulations, including the Miami-Dade County zoning regulations and amendments.
- 2.1.4. Services shall include all of the services that were listed in Section 3.01.A of the Request for Qualifications for Building and Permitting Services which include:
- a. Process permit applications.
 - b. Review plans for permitting.
 - c. Issue permits.
 - d. Inspect all permitted jobsites.
 - e. Issue certificates of use and certificates of occupancy.
 - f. Enforce the requirements of the building code.
 - g. Collect and report all permit-related revenues per the village's permit fee schedule.
 - h. Submit monthly trial balance report to village manager of revenues collected, and any amount forwarded to the village.
 - i. Process records relating to permits; storage and archiving of permit files.
 - j. Submit reports detailing number of permits issued, plans reviewed and inspections performed.
 - k. Prepare cases presented and attendance at applicable boards, including but not limited to the Board of Rules and Appeals, the Contractors Licensing Board and the Unsafe Structures Board.
 - l. Provide administrative and clerical staff to support permitting and enforcement functions.
 - m. Consult with architects/engineers and contractors for building code guidance on large projects.
 - n. Meet with architects/engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
 - o. Provide emergency 24-hour building code service to respond to damage to structures.
 - p. Provide building code damage assessment service (hurricanes, structural damage, etc.) for emergencies and natural disasters.

- q. Provide jobsite disaster preparation and follow-up service.
- r. Digitize all permit documents as required and retain all legal records.
- s. Provide automation and computer support and, or software for servicing permits, inspections and building code activities.
- t. Verify notices of commencement.
- u. Provide adequate communication capabilities through utilization of available equipment (cellular phones, two-way radios, pagers, etc.) to all personnel.
- v. Maintain satisfactory workload/service level demands through utilization of increases and, or decreases in staffing overtime, including weekends, whenever required.
- w. Verify contractor's license and appropriate insurance upon acceptance of permit application.
- x. Receive and respond to, in a timely manner, questions and, or complaints, relating to the building code.
- y. Attend village staff and council meetings upon request of the village manager or village council.

2.1.5. CSA shall maintain the following service standards, as outlined in the Request for Qualifications for Building and Permitting Services:

- a. The first plan review for single family residences will be completed within seven working days. In order to attain this goal, as well as issue a permit within the same time frame, the permit processing staffs will call/fax/email the plan reviewer's results to the appropriate designer of record or contractor as each trade completes its review. Plan reviews of single family residence of much less complexity will be completed within one to three working days.
- b. Commercial building, multi-dwelling units, and similar types of construction projects will have plan review completed within 15 working days for the first review. The staffs will call/fax/e-mail results to the appropriate designer of record or contractor as each trade completes its review. Permit issuance will depend upon the size and complexity of the project and length

of time taken by the designer to return plans with corrections to conform to the building code.

- c. Inspections will be performed within 24 business hours from the time they are called into the village. Inspection requests may be submitted via phone, fax or e-mail to the village. Inspections shall be performed within a 4-hour scheduled time.
- d. Consumer questions and, or complaints will be responded to within a reasonable time frame of two working days.

2.1.6. Provide support services relating to the start-up, organization and coordination of the village's building department as requested and determined by the village manager.

× 2.1.7. Provide all necessary vehicles, mobile phones or radios and equipment for CSA employees to perform the services required by this agreement. CSA shall provide clearly marked village identification on all vehicles used in conjunction with the performance of this agreement. CSA shall also provide uniforms approved by the village manager for the staff assigned to this contract.

2.1.8. Provide other building department services mutually agreed to by CSA and the village manager.

2.2. **Village Projects.**

2.2.1. CSA shall provide plan review, inspection and permitting services for village projects as directed by the village manager.

2.3. **Additional Services.**

2.3.1. CSA shall provide additional services to the village as mutually agreed to by the village manager and CSA.

2.3.2. CSA shall provide additional services of zoning plan review as mutually agreed to by the village manager and CSA.

2.3.3. CSA shall provide additional services of code enforcement as mutually agreed to by the village manager and CSA.

3. VILLAGE RESPONSIBILITIES

3.1. The village shall provide, if desired, badges and photo I.D. for CSA employees.

3.2. The village will provide workspace, furniture, and telephones for all inspectors and plan examiners employed by CSA to perform the services required by this agreement.

4. COMPENSATION

4.1. For all building and zoning services provided by CSA as described in section 2.1 of this agreement, the village shall pay CSA 100 % of the actual total permit fees collected for building and zoning per month for a period of one year. Thereafter, CSA shall receive 80% of the actual permit fees collected per month. Fees for building services shall be billed and paid pursuant to monthly invoices submitted by CSA to the village.

4.2. For all services related to code enforcement, rates shall be negotiated on service levels.

4.3. For all services related to village projects, CSA shall be compensated at an hourly rate by the schedule of costs included in "Exhibit B".

4.4. For all additional services as described in section 2.3 of this agreement, the village shall pay CSA a fee mutually agreed to by the village manager and CSA.

- 4.5. The village shall pay CSA monthly based on the permit fees collected by the village for the preceding month. CSA will submit an invoice within the first seven days of the month and payment shall be made within 15 days of receipt of the invoice.

5. RECORDS; RIGHT TO INSPECT AND AUDIT

- 5.1. All original sketches, tracings, drawings, computations, details, design, calculations, plans, permits, work papers and all other documents and plans (collectively referred to as records) that result from CSA providing services to the village under this agreement shall be the property of the village.
- 5.2. Upon termination or expiration of this agreement, or at any time during the term of this agreement, and upon the written request of the village manager, any and all records shall be delivered to the village by CSA within 15 calendar days of the date of the request.
- 5.3. CSA shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three years following termination of this agreement.
- 5.4. The village manager or designee shall, during the term of this agreement, have access to, and the right to examine and audit, any records of CSA involving transactions related to this agreement during normal business hours upon 5-days prior written notice.
- 5.5. CSA has the right to examine and audit any records of the village regarding the permit collections and transactions related to this agreement.
- 5.6. The village may cancel this agreement because of the refusal by CSA to allow access by the village manager or designee to any records pertaining to work performed under this agreement.
- 5.7. Public access to records shall be governed by chapter 119 and other applicable provisions of the Florida Statutes.

6. INDEMNIFICATION

- 6.1. CSA shall defend, indemnify, and hold harmless the village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with CSA's performance, errors, acts or omissions under any provision of this agreement including, but not limited to, liabilities arising from contracts between CSA and third parties made pursuant to this agreement, except to the extent the losses are caused by or arise out of any act or omission of the village, its officers, agents and employees. CSA shall reimburse the village for all its expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with CSA's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of the village, its officers, agents and employees.
- 6.2. The village shall defend, indemnify, and hold harmless CSA, its shareholders, directors, officers, agents, employees and affiliates, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with this agreement, except to the extent the losses are caused by or arise out of any act or omission of CSA, its shareholders, directors, officers, agents, employees and affiliates. The village shall reimburse CSA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any losses arising out of, related to, or in any way connected with the village's performance, errors, acts or omissions under this agreement, except to the extent the losses are caused by or arise out of any act or omission of CSA, its shareholders, directors, officers, agents, employees and affiliates.
- 6.3. CSA shall defend, indemnify and hold the village harmless from all claims, including but not limited to claims presented to EEOC, FHRC and MDCEOC, losses, injuries or damages and wages or overtime compensation due its employees in rendering services

pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other federal, state, or local law.

- 6.3. The provisions of this section shall survive termination of this agreement.

7. INSURANCE

- 7.1. CSA shall maintain, at its sole cost and expense, during the term of the agreement, standard professional liability insurance in the minimum amount of \$1,000,000 per occurrence.
- 7.2. CSA shall maintain, at its sole cost and expense, during the life of the agreement, commercial general liability, including contractual liability insurance, in the amount of \$500,000 per occurrence to protect it from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the agreement, whether the operations be by CSA or by anyone directly employed by or contracting with CSA.
- 7.3. CSA shall maintain, at its sole cost and expense, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the use of the vehicle be by CSA or by anyone directly or indirectly employed by CSA.
- 7.4. CSA shall maintain, at its sole cost and expense, during the life of the agreement, adequate worker's compensation insurance and employer's liability insurance as required by chapter 440, Florida Statutes.
- 7.5. The village shall be named as an additional insured on each of the required policies, unless prohibited by law, and CSA shall provide

the village with a certificate of insurance. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without 30 calendar days written notice to the village prior to the effective date of cancellation, modification, or reduction in coverage.

- 7.6. CSA shall maintain each of the insurance policies throughout the term of this agreement and any extensions of this agreement.
- 7.7. CSA shall provide the village with a current copy of each of the above insurance policies, and any renewals.

8. TERM

- 8.1. This agreement shall become effective July 1, 2003 and shall remain in force for a period of one year, unless earlier terminated as provided in Section 9.
- 8.2. The village shall have the option to renew this agreement for the two additional one-year terms upon the same terms and conditions contained in this agreement upon 60-calendar days written notice to CSA.

*K&P
7/1/03
30
2003*

9. TERMINATION

- 9.1. The village may elect to partially terminate either: (i) the building department services; (ii) the code enforcement services; or (iii) the zoning plan review services portion of this agreement at any time by giving CSA written notice at least 90 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CSA shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the village manager. Upon written notice of termination, the village manager may elect not to use the services of CSA.
- 9.2. CSA may terminate this agreement at any time by giving the village written notice at least 90 calendar days prior to the effective date of termination, or if the reason for termination is non-payment, by giving written notice 15 calendar days prior to the effective date of termination.

- 9.3. In the event of termination or expiration of this agreement, CSA and the village shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CSA to the village, or to any other person or entity the village may designate, and to maintain during the period of transition the same services provided to the village pursuant to the terms of this agreement.
- 9.4. CSA will take all reasonable and necessary actions to transfer all books, records and data of the village in its possession in an orderly fashion to either the village or its designee in a hard copy and electronic format.
- 9.5. Subsequent to the termination of this agreement, the village may contract with CSA at a mutually agreed upon amount to perform specified services on an as-needed basis.
- 9.6. The village shall compensate CSA in the event of termination of the contract under 9.1 for all services provided prior to the date of termination and pay all reasonable expenses incurred by CSA.

10. ENTIRE AGREEMENT; MODIFICATION/AMENDMENT

- 10.1. This writing contains the entire agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 10.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this agreement, unless executed with the same formality as this document.

11. SEVERABILITY

- 11.1. If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining term and provision of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

12. GOVERNING LAW

12.1. This agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising under or related to this agreement shall be in Miami-Dade County, Florida.

13. WAIVER

13.1. The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

14. NOTICES; AUTHORIZED REPRESENTATIVES

14.1. Any notices required or permitted by this agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, or by registered or certified mail with postage prepaid, return receipt requested, addressed to the parties at the following addresses:

For the village:

Village of Palmetto Bay
Attention: Village Manager
8950 SW 152 Street
Palmetto Bay, Florida 33157
Telephone: (305) 259 -1234

With a copy to:

Nagin, Gallop Figueredo, P.A., Village Attorneys
3225 Aviation Avenue
Suite 300
Miami, FL 33133
Phone: (305) 854-5353

For CSA:

Carlos A. Penin, P.E., President
CSA Southeast, Inc.
100 Miracle Mile, Suite 300
Coral Gables, FL 33134
Phone: (305) 461-5484
Facsimile: (305) 461-5494

Either party shall have the right to change its address for notice purposes by sending written notice of the change of address to the other party in accordance with the provisions hereof.

15. INDEPENDENT CONTRACTOR

- 15.1. CSA is, and shall be, in the performance of all work, services and activities under this agreement, an independent contractor and not an employee, agent or servant of the village. Services provided by CSA shall be by employees of CSA and nothing in this agreement shall create an employment relationship between the village and any CSA employee. CSA agrees that it is a separate and independent enterprise from the village.
- 15.2. CSA shall be solely responsible for all employee insurance benefits, civil service benefits, compensation, including, but not limited to, unpaid minimum wages and overtime, and, or, any status or rights during the course of employment with CSA. Accordingly, the village shall not be called upon to assume or share any liability for, or direct payment of, any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other benefits of employment to any CSA personnel performing services, duties and responsibilities under this agreement for the benefit of the village, or any other liabilities whatsoever. This agreement shall not create any joint employment relationship between CSA and the village, and the village will not be liable for any obligation incurred by CSA and, or regarding its employees.

16. STAFFING

- 16.1. CSA shall provide CSA employees in the job classifications contained in Exhibit "A" to perform all services provided for in this agreement.
- 16.2. Subject to section 17 of this agreement, if at any time during the term of this agreement the village manager becomes dissatisfied with the performance of any CSA employee assigned to provide professional services under this agreement, the village manager may request that CSA transfer the employee within 10 calendar days of notification by the village manager. CSA agrees to act in good faith and to use its best efforts to resolve any problems experienced by the village.

17. BUILDING OFFICIAL

- 17.1. The building official shall:
 - 17.1.1. Act as liaison between the village and CSA;
 - 17.1.2. Attend staff meetings, village council meetings, and workshops at which attendance by the building official is deemed necessary by the village manager;
 - 17.1.3. Attend meetings with other governmental agencies and private entities doing business with the village as requested by the village manager;
 - 17.1.4. Provide information to the village manager and village council on all relevant and applicable issues concerning building services and code compliance; and
 - 17.1.5. Provide other services related to the scope of services as requested by the village manager.
- 17.2. CSA's initial selection of the village's building official shall be approved by the village manager. After initial selection of the building official, unless the individual selected is no longer associated with CSA, or the village manager requests a re-

designation pursuant to section 17.3, the services of the building official shall not be subsequently designated to any other CSA employee without the prior written consent of the village manager.

17.3. At any time during the term of this agreement upon the village manager's request, CSA shall re-designate the building official. Prior to the designation, the village manager shall have the opportunity to interview each of the candidates selected by CSA and shall approve the selection of the new building official. In the event the candidates selected by CSA are unacceptable, CSA and the village manager will work jointly and cooperatively toward identifying an acceptable candidate.

18. ASSIGNMENT

18.1. This agreement shall not be assignable by CSA without the prior approval of the village council. The village council shall not unreasonably withhold the assignment of the contract.

19. PROHIBITION AGAINST CONTINGENT FEES

19.1. CSA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CSA, to solicit or secure this agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for CSA, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement.

20. WARRANTIES OF CSA

20.1. CSA warrants and represents that at all times during the term of this agreement it shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the scope of services specified in this agreement.

20.2. CSA warrants and represents that its employees have received sexual harassment training, that it maintains appropriate sexual harassment and non-discrimination policies, and it has implemented procedures for enforcing its sexual harassment and non-discrimination policies.

20.3. CSA warrants and represents that its employees will abide by the conflict of interest and code of ethics ordinances sets forth in section 2-11.1 of the village code and section 2-11.1 of the Miami-Dade County code, as these codes may be amended from time to time.

21. ATTORNEYS' FEES

21.1. In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels; provided, however, any award of attorneys' fees against the village shall not exceed \$35,000.00.

21.2. The village does not waive sovereign immunity for any claim of prejudgment interest and prejudgment interest shall not be awarded against the village.

22. WAIVER OF JURY TRIAL


22.1. In the event of any litigation arising out of this agreement, each party waives its right to trial by jury.

23. TIME OF THE ESSENCE

23.1. Time shall be of the essence for each and every provision of this agreement.

IN WITNESS WHEREOF the undersigned parties have executed this agreement on the date indicated above.

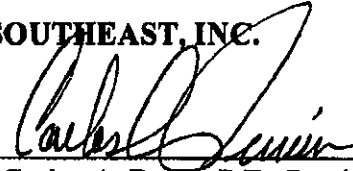
WITNESSES:



Print Name: Mariano Fernandez

Print Name: _____

CSA SOUTHEAST, INC.

By: 

Carlos A. Penin, P.E., President

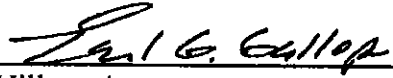
Date: _____

ATTEST:



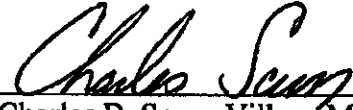
Village Clerk

APPROVED AS TO FORM:



Village Attorney

VILLAGE OF PALMETTO BAY

By: 

Charles D. Scurr, Village Manager

Date: 06.18.03

EXHIBIT " A "

Job Classifications: The following job classifications will be staffed to achieve the required level of services:

- A. **Building Official** certified by the Miami-Dade County Board of Rules and Appeals. This position will supervise all activities for the village building department and coordinate with the code enforcement unit.

- B. **Structural Plan Reviewer** certified by the Miami-Dade County Board of Rules and Appeals. This professional engineer performs structural review of building permit plans as mandated by the South Florida Building Code and, or the Florida Building Code requirements.

- C. **Chief Building Inspector** certified by the Miami-Dade County Board of Rules and Appeals and will perform all plans review and field inspection of structural, building, A.D.A. and roofing components. He is responsible for supervising the inspection activities of all trades and mandatory inspections for purposes of determining that all work is performed per requirements of the South Florida Building Code and, or the new Florida Building Code.

- D. **Mechanical, Plumbing and Electrical Officials** are delegated power by the building official to enforce the South Florida Building Code and, or the Florida Building Code and to interpret the code requirements of their respective trades.

- E. **Code Enforcement Personnel** will be used to enforce the village code and ordinances as directed by the village manager, and will enhance the enforcement of the building department personnel.

- F. **Zoning Official** will be used to perform zoning plan reviews and zoning code and ordinance interpretations as directed by the village manager.

EXHIBIT " B "
SCHEDULE OF COST

• Principal	\$125.00
• Professional Engineer (Structural)	\$100.00
• Professional Engineer (Electrical)	\$90.00
• Professional Engineer (Mechanical)	\$90.00
• Project manager	\$85.00
• Engineer/Designer	\$75.00
• CADD Technician	\$55.00
• Field Inspector	\$60.00
• Administrative Assistant	\$40.00
• Clerical	\$30.00
• Photocopies	\$0.35/Copy
• Blueprints (24"x36") \$1.30/Sheet	
• CADD Plots	\$25.00/Sheet
• Vehicle Travel \$0.365/Mile	
• Out of Pocket (pass-thru)	Cost + 10%

TAB 7



MEMORANDUM

To: Steven Alexander, Interim Town Manager

From: Joseph M. Corradino, AICP, Interim Town Planning Consultant
Alex A. Domb for

Date: July 26, 2006

Re: Rezoning of Cutler Ridge Charrette Area
From BU-1A, BU-2 and BU-3 to Urban Center District (UCD)

Applicant: Town of Cutler Bay

Application No.: 06-007

REQUEST:

The Town of Cutler Bay is requesting a rezoning of properties generally located between the HEFT to the east, the South Dade Busway to the northwest, SW 112 Avenue to the west and the Black Creek Canal to the south. The area that is encompassed by this request is approximately 207 acres and includes approximately 50 parcels under various owners.

The request is to rezone properties from BU-1A (Limited Business District), BU-2 (Special Business District), BU-3 (Liberal Business District) to UCD (Urban Center District)

RECOMMENDATION:

It is recommended that the Town Council **approve** the request for rezoning in order to implement the Town's vision to create a more urban and defined center for the Town. By approving the rezoning and adopting the regulating plans and standards within the UCD zoning category the Town will achieve this goal.

PROPOSAL:

To rezone the above referenced area to the UCD zoning designation.

BACKGROUND:

The proposal focuses on the redevelopment of the area surrounding and including the Southland Mall.

The area currently consists of retail/commercial uses allowed by the current zoning districts. BU-1A (Limited Business District) allows for more local type of retail and convenience facilities such as: auto sales, service stations (full- and self-service), grocery stores and storage facilities. BU-2 (Special Business District) allows for: regional shopping centers and office parks, large scale commercial and office buildings, parking garages, hospitals, hotel and motel uses. BU-3 (Liberal Business District) allows for large-scale commercial activities including: open lot auto sales, bakeries, lumber yards, mini-warehouses and broadcast studios.

The UCD zoning designation would allow, as redevelopment is proposed, a mixed-use high density environment. Metropolitan Urban Centers may include such uses as retail trade, business, professional and financial services, restaurants, hotels, institutional, recreational, cultural and entertainment uses, and moderate to high density residential uses. In addition, the district and associated regulations and standards would create a network of streets and civic and open spaces.

This rezoning is the culmination of the lengthy process to create a vision for this area and which is based on the Cutler Ridge Charrette that was held September 28th through October 4th, 2002. On April 13th, 2004 the Board of County Commissioners passed a Resolution R-438-04 accepting the Cutler Ridge Charrette Area Plan Report. Finally, on April 6, 2006 the Town of Cutler Bay Town Council adopted the Urban Center District (UCD) zoning designation by Ordinance No. 06-06.

Consistency with the Comprehensive Development Master Plan.¹

The proposal is **consistent** with the Comprehensive Development Master Plan (CDMP). This urban center is classified as Metropolitan in scale which allows for more intense development. In addition to being physically cohesive, having direct access to mass transit and high quality urban design, Metropolitan Centers should also have convenient, direct connections to nearby expressways or major roadways to ensure a high level of countywide accessibility. According to the CDMP, metropolitan

¹ The Miami-Dade County Comprehensive Development Master Plan functions as the Town's Comprehensive Plan.

urban centers are encouraged in order to create hubs for future urban development intensification, around which a more compact and efficient urban structure would evolve. This would encourage convenient alternatives to travel by automobile. Metropolitan urban centers are intended to be moderate- to high-intensity design-unified areas that have a concentration of different urban functions integrated both horizontally and vertically. Additionally, they are intended to create an easily identifiable, distinctive sense of place, through unity of design and architecture.

Metropolitan urban centers are to be developed in an urban form with efficient and well organized street and pedestrian systems, vistas and focal points, street furniture, and adequate landscaping.

Zoning

The rezoning to UCD would incorporate the appropriate standards and regulations as enumerated in the Town's Urban Center District (UCD) Ordinance, adopted on April 6th 2006, and as further referenced in Chapter 33, Zoning, Article XXXIII(K) of the Town Code, which provides the "Standard Urban Center District Regulations."

Urban Infrastructure

As development is proposed an applicant would be required to meet all concurrency level of service standards (roadways, parks, water and sewer capacity, solid waste and mass transit) and make any necessary infrastructure improvements.

CONDITIONS:

None

ORDINANCE NO. 06-___

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REZONING PROPERTIES FROM BU-1A, BU-2, AND BU-3 TO THE URBAN CENTER DISTRICT (UCD) ZONING DESIGNATION CONSISTING OF APPROXIMATELY 207 ACRES WITHIN THE AREA GENERALLY LOCATED SOUTH OF THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND U.S. 1., WEST OF THE HEFT TO THE TOWN LIMITS, AND NORTH OF THE C-1 CANAL (BLACK CREEK CANAL); AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, from September 28 through October 4, 2002, the citizens of the Town of Cutler Bay (the "Town") and surrounding unincorporated areas of Miami-Dade County participated in the seven-day Cutler Ridge Charrette, to create a vision for the area generally located south of the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and U.S. 1, west of the HEFT to the Town limits, and north of the C-1 Canal (Black Creek Canal)(the "Area") as legally described in Exhibit A; and

WHEREAS, on April 6, 2006, the Town Council adopted the Urban Center District (the "UCD") zoning designation in order to help implement this vision; and

WHEREAS, the area is currently zoned BU-1A, BU-2, and BU-3; and

WHEREAS, after the UCD regulations were adopted, the Town Council directed staff to proceed with the rezoning of the Area; and

WHEREAS, this Ordinance was advertised in accordance with the law; and

WHEREAS, staff recommended approval of the requested rezoning in its report dated July 26, 2006; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, reviewed this Ordinance at its August 2, 2006 meeting, and voted to recommend approval of this Ordinance; and

WHEREAS, the Town Council finds that this rezoning is consistent with the Miami-Dade County's Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan; and

WHEREAS, the Town Council finds that adoption of this rezoning 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. Findings. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Approval of Rezoning. Pursuant to Chapter 33 "Zoning" of the Town Code of Ordinances, the properties consisting of approximately 207 acres within the area generally located south of the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and U.S. 1., west of the HEFT to the Town limits, and north of the C-1 Canal (Black Creek Canal) as legally described in Exhibit "A," are hereby rezoned to the UCD zoning designation.

Section 3. Termination of Moratorium. Upon the adoption of this Ordinance, the moratorium adopted on May 18th, 2006, by Ordinance No. 06-09, shall be terminated.

Section 4. Repealer. All resolutions or ordinances or parts of resolutions or ordinances in conflict with the provisions of this Ordinance are repealed.

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

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

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

PAUL S. 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 P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

Exhibit A

Legal Description

A portion of Sections 6, 7, & 8 Township 56 South Range 40 East, all lying in Miami-Dade County Florida being more particularly described as follows:

Begin at the intersection of the East Right-of-Way of South Miami-Dade Busway and the West Limited Access Right-of-Way of the Homestead Extension of Florida's Turnpike – State Road # 821 (HEFT).

Thence continue Southeasterly along the West Limited Access Right-of-Way of State Road # 821 (HEFT) on a prolongation through Sections 6,7, & 8 Twp. 56 South Rge. 40 East to a point of intersection with the centerline of Black Creek Canal (C-1).

Thence Westerly following the centerline of Black Creek Canal (C-1) to the intersection with the West line of the Southeast one quarter of Section 7, Township 56 South, Range 40 East, Miami-Dade County, Florida, lying in SW 112 Avenue (Allapattah Road);

Thence Northerly along the West line of the Southeast one quarter and the West line of the Northeast one quarter of said Section 7 (SW 112 Avenue and its Northerly extension) to the intersection with the Southeasterly Right-of-Way line of the South Miami-Dade Busway;

Thence Northeasterly along the Southeasterly Right-of Way line of the South Miami-Dade Busway across Sections 7, 6 and 5 Township 56 South, Range 40 East, Miami-Dade County, Florida, to the point of beginning.

Hearing No.: 06-007

Applicant Name: Town of Cutler Bay

Location: South of Busway and Homestead Extension of Florida's Turnpike and North of the C-1 Canal, Town of Cutler Bay, Florida

Size of property: 207 acres +/-

Request: Rezoning from BU-1A, BU-2 and BU-3 to Urban Center District (UCD)

Hearing Location : South Dade Government Center
10710 SW 211th Street, Room 203
Cutler Bay, FL 33189

Hearing Date: August 16, 2006

Hearing Time: 7:00 pm

Plans are on file with the Town and may be examined at Town Hall, 10720 Caribbean Blvd, Suite 105, Cutler Bay, FL 33189. These plans may be modified and the Council may defer this item to a date certain at the public hearing.