

# 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 Friedman  
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, November 15, 2006

7:00 PM

South Dade Government Center  
10710 SW 211<sup>th</sup> Street, Room 203  
Cutler Bay, Florida 33189

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

### II. INVOCATION

### III. PROCLAMATIONS, AWARDS, PRESENTATIONS

- A. Proclamations for CERT Training and Presentation by William Barrentine
- B. Presentation from Bay Point School
- C. Presentation from Elks Lodge

### IV. APPROVAL OF MINUTES

- A. October 18, 2006 (Regular Council Meeting)

### V. ADDITIONS, DELETIONS, AND DEFERRALS

**A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING MEMBERS TO THE TOWN OF CUTLER BAY WIFI COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Added  
11/15/06

**B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING MEMBERS TO THE TOWN OF CUTLER BAY PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Added  
11/15/06

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING MEMBERS TO THE TOWN OF CUTLER BAY SPECIAL TRANSPORTATION COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**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 AN AGREEMENT WITH FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR REFUELING SERVICES; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) FOR THE DEVELOPMENT OF THE TOWN'S STORMWATER MANAGEMENT PLAN; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PARKS, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND EXECUTE A PERMIT FROM MIAMI DADE COUNTY TO OPERATE COUNTY PARKS LOCATED WITHIN THE TOWN IN SUBSTANTIALLY THE FORM ATTACHED PENDING TRANSFER OF TITLE OF PARKS TO THE TOWN, AUTHORIZING THE MANAGER AND HIS STAFF TO TAKE ALL STEPS NECESSARY TO BEGIN OPERATING THE PARKS PURSUANT TO THE PERMIT(S); AND PROVIDING FOR AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE

LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR PARKS AND PARKWAYS WITHIN THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TIP TOP ENTERPRISES, INC. FOR THE MAINTENANCE OF PARKS WITHIN THE TOWN OF CUTLER BAY FOR A PERIOD NOT TO EXCEED 60 DAYS AT AN AMOUNT NOT TO EXCEED \$15,000.00 WITH DISBURSEMENT FROM ACCOUNT NUMBER 001.572000.3400; AND PROVIDING FOR AN EFFECTIVE DATE.
- F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING AN ASSESSMENT LIEN RESEARCH FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **RESOLUTIONS FOR DISCUSSION**

- 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**

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR CUTLER COUNTRY ESTATES, GENERALLY LOCATED NORTH OF S.W. 187TH TERRACE, WEST OF S.W. 80TH AVENUE, SOUTH OF S.W. 187TH STREET, AND EAST OF S.W. 82ND AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 12 SINGLE FAMILY HOMES ON APPROXIMATELY 4.26 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF SS FALLS INVESTMENTS LLC FOR A REZONING FROM EU-1 (ONE-ACRE ESTATE DISTRICT) TO EU-M (MODIFIED ESTATE DISTRICT) FOR TWO ADJOINING PROPERTIES LOCATED AT 8201 S.W. 188TH STREET AND 8295 S.W. 188TH STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 4.38 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF CUTLER RIDGE EVANGELICAL LUTHERAN CHURCH FOR A REZONING FROM AU (AGRICULTURAL DISTRICT) TO RU-1M(A) (MODIFIED SINGLE-FAMILY RESIDENTIAL DISTRICT) FOR THE PROPERTY LOCATED AT 20851 S.W. 97TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 4.28 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

**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 , AMENDING SECTION 26-33 "THE SHANNON MELENDI ACT" OF THE MIAMI DADE COUNTY CODE MADE APPLICABLE IN THE TOWN PURSUANT TO SECTION 8.3 OF THE TOWN CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**2. SECOND READING**

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REPLACEMENT OF SECTION 21-276 "BURGLAR ALARMS" OF THE MIAMI DADE COUNTY CODE TO THE EXTENT APPLICABLE; REQUIRING REGISTRATION OF BURGLAR ALARM SYSTEMS; IMPOSING AN ANNUAL REGISTRATION FEE; REQUIRING PERMITS FOR THE INSTALLATION OF BURGLAR ALARM SYSTEMS; PROVIDING FOR PENALTIES FOR FALSE ALARMS; PROVIDING FOR CONFLICTS; 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, AMENDING CHAPTER 33G "SERVICE CONCURRENCY MANAGEMENT PROGRAM" TO PROVIDE FOR PROVISIONS RELATING TO PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION; CREATING SECTION 33G-5.1

“PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION;” PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

- c. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING THE OFFICIAL TOWN LOGO; PROVIDING FOR USE OF THE TOWN LOGO; PROHIBITING USE OF THE LOGO WITHOUT PERMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**XIII. PUBLIC COMMENTS**

**XIV. MAYOR AND COUNCIL MEMBER COMMENTS**

**XV. OTHER BUSINESS**

**XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT**

- A. Regular Town Council Meeting  
Wednesday, December 20, 2006, 7:00 P.M.  
South Dade Regional Library – 2<sup>nd</sup> Floor

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, October 18, 2006  
7:00 PM

South Dade Government Center  
10710 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 7:20 PM. Present were the following:

Councilmember Peggy R. Bell  
Councilmember Timothy J. Meerbott  
Councilmember Ernest N. Sochin  
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

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:**

**A.** The Village Clerk of Palmetto Bay, Meighan Rader, presented the Mayor with a certificate of recognition for his participation on the canvassing board for Palmetto Bay's runoff election.

**B.** Priyanshu Adathakkar of the UCCB, gave a brief presentation on the 1<sup>st</sup> Annual Cutler Bay Picnic and Chili Cook-off.

**IV. APPROVAL OF MINUTES:**

**A.** Councilmember Meerbott made a motion approving the minutes of the meeting of October 4, 2006. The motion was seconded by Councilmember Sochin and adopted by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**V. ADDITIONS, DELETIONS, AND DEFFERALS:**

**A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "PARKS INTERLOCAL AGREEMENT" BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER

**BAY FOR THE OPERATION AND CONVEYANCE OF CERTAIN COUNTY PARKS WITHIN THE TOWN OF CUTLER BAY CORPORATE LIMITS; AUTHORIZING THE MAYOR TO EXECUTE THE "PARKS INTERLOCAL AGREEMENT"; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Bell made a motion to defer the resolution until further notice. The motion was seconded Councilmember Sochin and approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**VI. TOWN MANAGER'S REPORT:**

The Town Manager informed Council that the Town received fifty percent of the Ad-valorem taxes from the County last week. He also introduced Mr. Robert Daddario, the permanent Finance Director for the Town. The manager provided a brief police report. The manager also indicated that the software was installed and training was under way.

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

**VIII. BOARD AND COMMITTEE REPORTS:**

Vice Mayor MacDougall introduced Alfie Sergio, Committee member on the Elderly Transportation Committee. Ms. Sergio briefly updated the Council as to in what direction the committee is heading.

**IX. CONSENT AGENDA:**

- A. 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 MAROONE CHEVROLET IN AN AMOUNT NOT TO EXCEED \$60,000; REPEALING RESOLUTION 06-60; PROVIDING FOR AN EFFECTIVE DATE.**
- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING AN ASSESSMENT LIEN RESEARCH FEE; PROVIDNG FOR AN EFFECTIVE DATE.**
- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN OCCUPATIONAL LICENSE TAX SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE.**
- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING A STRATEGIC PLAN FOR THE TOWN; AUTHORIZING THE MANAGER TO IMPLEMENT ITS PROVISIONS; PROVIDNG FOR AN EFFECTIVE DATE.**

**RESOLUTIONS FOR DISCUSSION**

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN TO SUPPORT THE COUNTY'S PLAN FOR FURTHER DEVELOPMENT AT MIAMI METROZOO; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor MacDougall pulled items B, C, and D for discussion.

Councilmember Bell made a motion to adopt the Consent Agenda as amended. The motion was seconded by Councilmember Meerbott and Resolution 06-101 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Vice Mayor MacDougall made a motion to defer item B until further notice. The motion was seconded by Councilmember Sochin and the item was deferred by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Meerbott made a motion to adopt item C. The motion was seconded by Councilmember Bell and Resolution 06-102 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Sochin made a motion to adopt item D. The motion was seconded by Vice Mayor MacDougall and Resolution 06-103 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

## **RESOLUTIONS FOR DISCUSSION**

Carol Cruz, Miami Metro Zoo, addressed the Council.

Councilmember Meerbott made a motion to adopt item E. The motion was seconded by Councilmember Bell and Resolution 06-104 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

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

**XI. QUASI-JUDICIAL HEARINGS:** The following quasi-judicial hearing was held by Council.

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

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR LAKES BY THE BAY FAYE GENERALLY LOCATED SOUTH OF S.W. 216TH STREET, NORTH OF S.W. 232ND STREET, WEST OF S.W. 87TH AVENUE, AND EAST OF S.W. 97TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 368

MULTIFAMILY UNITS ON APPROXIMATELY 22.39 ACRES (TRACT "A"); CONSISTING OF APPROXIMATELY 83.08 ACRES OF DEEP WATER, UPLAND BUFFER HABITAT AND SHALLOW WATER MARSH HABITAT MITIGATION (TRACT "B"); AND CONSISTING OF APPROXIMATELY 2.85 ACRES OF UPLAND BUFFER HABITAT (TRACT "C"); FOR A TOTAL OF APPROXIMATELY 108.32 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.

Alex David, Town Planning Consultant, gave an oral report and recommended approval of the resolution.

Graham Penn, 200 South Biscayne Boulevard, and Omar Fonte, 12448 Southwest 127 Avenue, representing the applicant, addressed the Council.

The mayor opened the public hearing. Patrick Russo, 19791 Southwest 101 Court, Louise Lockwood, 9071 Richmond Drive, addressed the Council.

Councilmember Meerbott made a motion to adopt the resolution. The motion was seconded by Councilmember Bell and Resolution 06-105 was adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

## **XII. PUBLIC HEARINGS:**

**A. RESOLUTIONS:** None at this time.

**B. ORDINANCES:**

**1. FIRST READING:** The clerk read the following ordinance, on first reading, by title:

- a.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REPLACEMENT OF SECTION 21-276 "BURGLAR ALARMS" OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE; REQUIRING REGISTRATION OF BURGLAR ALARM SYSTEMS; IMPOSING AN ANNUAL REGISTRATION FEE; REQUIRING PERMITS FOR THE INSTALLATION OF BURGLAR ALARM SYSTEMS; PROVIDING FOR PENALTIES FOR FALSE ALARMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Interim Town Attorney addressed the Council.

Vice Mayor MacDougall made a motion to adopt the ordinance on first reading. The motion was seconded by Councilmember Bell and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

This ordinance will be on second reading November 15, 2006.

- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33G "SERVICE CONCURRENCY MANAGEMENT PROGRAM" TO PROVIDE FOR PROVISIONS RELATING TO PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION; CREATING SECTION 33G-5.1 "PROPORTIONATE FAIR SHARE MITIGATION FOR TRANSPORTATION;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Bell made a motion to adopt the ordinance on first reading. The motion was seconded by Councilmember Sochin and adopted by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

This ordinance will be on second reading November 15, 2006.

- c. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING THE OFFICIAL TOWN LOGO; PROVIDING FOR USE OF THE TOWN LOGO; PROHIBITING USE OF THE LOGO WITHOUT PERMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Bell made a motion adopting staff's recommendation. The motion was seconded by Councilmember Meerbott and approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

This ordinance will be on second reading November 15, 2006.

**2. SECOND READING:** The clerk read the following ordinance, on second reading, by title:

- a. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE CLARIFICATION OF THE SCOPE OF THE MORATORIUM, AS SHOWN ON EXHIBIT "A," WHICH WAS ENACTED BY ORDINANCE 06-10, ON THE ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS FOR ALL PROPERTIES AFFECTING OLD CUTLER ROAD FROM S.W. 184 STREET SOUTH TO THE TOWN LIMITS; PROVIDING FOR A 90 DAY EXTENSION TO THE 120 DAY MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. There were no speakers.

Councilmember Sochin made a motion adopting the ordinance on second reading. The motion was seconded by Vice Mayor MacDougall and approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- b. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO OCCUPATIONAL LICENSES; PROVIDING FOR IMPOSITION OF A TAX; PROVIDING FOR THE TERM OF THE LICENSE AND TRANSFER OF THE LICENSE; PROVIDING FOR AN AFFIDAVIT FOR THE APPLICANT AND THE ANNUAL FILING INFORMATION; PROVIDING FOR PREREQUISITES FOR GRANTING A LICENSE AND INVALID LICENSES; PROVIDING FOR VIOLATIONS AND PENALITIES; PROVIDING FOR GROUNDS FOR DENIAL OF THE LICENSE; PROVIDING FOR APPEAL OF DENIAL OF LICENSE; PROVIDING FOR REVOCATION OF LICENSE; PROVIDING FOR DISPLAY OF LICENSE; PROVIDING FOR UNCLASSIFIED BUSINESS ACTIVITIES; PROVIDING FOR HOME OCCUPATION LICENSES; PROVIDING FOR A TAX SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. Joy Cooper, 9365 Nassau Drive, addressed the Council.

Vice Mayor MacDougall made a motion adopting the ordinance on second reading. The motion was seconded by Councilmember Sochin and approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**XIII. PUBLIC COMMENTS:** The following individuals spoke: Patrick Russo, 19791 Southwest 101 Court, Louise Lockwood, 9071 Richmond Drive

**XIV. MAYOR AND COUNCIL MEMBER COMMENTS:**

Councilmember Bell discussed her meeting with FP&L representative, Ramon Ferrer, in reference to trees, underground utility, and Turkey Point during an emergency. She also attended an Elks Lodge meeting and members of the Elks Lodge would like to address the Council in the near future. Member Bell also advised that on Saturday and Sunday Southland Mall will be hosting an event that provides letters and care packages to soldiers overseas, she encouraged the Council and members of the public to participate. She also reported that Isles of Bayshore Homeowners Association will have "Crime Watch Night" sometime this month to promote crime watch groups within the community. Member Bell also suggested that February might be the time to host Founder's Day.

Councilmember Sochin discussed his meeting with the Elks Lodge and indicated that the association is very interested in establishing a chapter in Cutler bay. Member Sochin discussed his attendance to the Best Buy Community Outreach day, and mentioned that it was a great success

and indicated that the Town Police participated in the event. Member Sochin also stated that he will be attending the Southland Mall event.

Vice Mayor MacDougall discussed establishing an educational committee very shortly. He reminded that the bus trip to the wetlands and surrounding areas of Cutler Bay is quickly approaching. He also discussed the possibility of working with DERM and Miami-Dade County to help protect these valuable lands.

Mayor Vrooman suggested that each Councilmember adopt a local school and become a representative of that school. The mayor mentioned that the Cutler Cay development made the National Geographic. He described the photo of the Cutler Cay Development, Old Cutler Road, Biscayne Bay and the surrounding wetlands. The mayor reported that Town staff's following up on community issues are immediate and residents have communicated with him that they are very pleased with the Town's prompt actions on many concerns.

**XV. OTHER BUSINESS:**

**XVI. NEXT MEETING ANNOUNCEMENT AND ADJOURNMENT:**

The next council meeting will be held on November 15, 2006, at the South Dade Government Center in Room 203.

The meeting was officially adjourned at 9:15 P.M.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 18<sup>th</sup> day of October, 2006*

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*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



Steven J. Alexander  
Town Manager

## MEMORANDUM

To: Honorable Mayor, & Town Council

From: Steven J. Alexander, Town Manager

Date: November 8, 2006

Re: Refueling Services / Fleetcor Technologies Operating Company, LLC

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH FLETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR REFUELING SERVICES; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

The Town's vehicle fleet is currently operational. The Public Works Department is utilizing two (2) surplus trucks, which were acquired from Miami-Dade County. These trucks are used on a daily basis to perform various Public Works related tasks that include, but not limited to:

- Litter removal,
- Removing illegal signage from the right of ways, and
- Removal of illegal dumping.

In order to keep the vehicle fleet in operation, the Town is currently refueling at the Miami-Dade County Fueling Station, located adjacent to the South Dade Government Center. The existing agreement with Miami-Dade County's GSA Department, consist of the County's current fuel costs (which fluctuates) plus \$ 0.18 a gallon surcharge comprised of environmental and administrative costs.

Town Staff has identified alternate fueling possibilities that include the use of a fuel card. The fuel card is currently accepted at participating Shell Fuel Stations, the nearest one located at 18600 S. Dixie Highway. Additionally, the fuel card is accepted at various vehicle maintenance facilities, two of which are located adjacent to the Town: Firestone Tire & Service Center and Tire Kingdom. The maintenance facilities will be an additional service that will be required to keep the Town's vehicle fleet in full operation.

In accordance with Section 3.10 of the Town Charter, the Town Manager hereby recommends to the Town Council that it is impracticable to competitively bid this issue because of the immediate need to procure said service. Staff has determined that it would be neither practicable nor advantageous for the Town to solicit for services through a formal request for proposal.

It is neither practical nor advantageous for the Town to use formal competitive bidding procedures for the above referenced service, which is needed and that, subject to the provisions of the Town Charter cited above, the formal competitive bidding be waived for the following services and upon a 4/5 vote of the Town Council.

Funds for these services are available within the Town Budget.

#### **RECOMMENDATION**

My recommendation is that formal competitive bidding be waived, and that the Town Manager be authorized to procure these services and the Town Council approve the proposed resolution.

**RESOLUTION NO. 06-**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 3.10 OF THE TOWN CHARTER TO THE EXTENT APPLICABLE AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC FOR REFUELING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (The "Town") requires refueling services for Town owned/operated vehicles; and

**WHEREAS**, the Town Council finds that it is both necessary and appropriate to retain the services of Fleetcor Technologies Operating Company, LLC (The "Vendor"); and

**WHEREAS**, in accordance with the provisions of Town Charter Section 3.10, the Town Manager has stated in writing and the Town Council has determined that it is impracticable to solicit competitive bids or proposals for such services.

**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. Authorization.** The Town Manager is authorized to execute an agreement, substantially in the form of the agreement attached as Exhibit "A", on behalf of the Town, with the Vendor. The competitive bidding requirements of Section 3.10 of the Town Charter are hereby waived to the extent applicable to the instant agreement.

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

PASSED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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 Edwards P. MacDougall \_\_\_\_\_  
Councilmember Peggy R. Bell \_\_\_\_\_  
Councilmember Timothy J. Meerbott \_\_\_\_\_  
Councilmember Ernest N. Sochin \_\_\_\_\_

## Take control of your fleet purchasing with FleetNet.net

### Reporting

FleetNet.net gives you the flexibility to view and print your Fuelman Fleet Card reports and invoices whenever you want, right off the Internet.

### Account management

You'll enjoy maximum control with your FleetNet.net account through the ability to make important changes quickly:

- View and print weekly reports
- View transactions immediately
- Update account information
- Add, edit, lock employees
- Add, edit, lock vehicles/cards
- Order new and replacement cards
- Change card controls
- Download transaction data

### Simple access – 24 hours a day, 365 days a year

It's easy to take advantage of FleetNet.net. There's no special software to buy, and no complicated connections required. All you need is a computer with Internet access.

### Easy access to your reports

Once you're up and running, you or your designated contact person will be notified by e-mail each billing cycle when your reports are ready. At our password-protected website, you'll be able to view and download all reports as well as your invoice. Reports are saved for 3 months, so you'll have easy access to your fleet's recent history. For an example of a Fleet Management Report, see reverse.



Contact us today for more information about FleetNet.net Online Account Management.  
Call **1-800-FUELMAN** or visit us at **www.Fuelman.com**

 **Fuelman**

Save time  
and money

Reduce  
paperwork

Control  
expenses

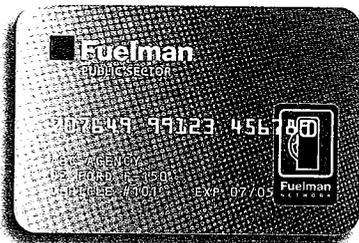


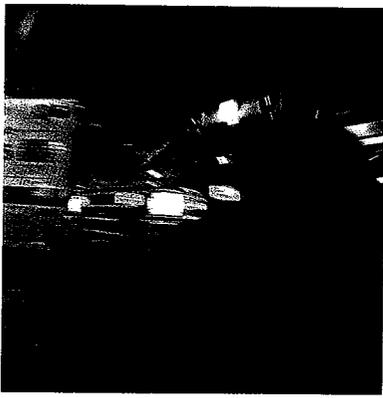
The **fleet card**  
designed for  
**public sector**  
fleets.

Gasoline and  
diesel tax  
exemption

Detailed tax  
reporting

Cost-plus  
pricing option





## Save more than 30% with tax-exempt purchasing for your public sector fleets.

Did you know that if your company is a government organization or institution, or part of the non-profit or education industries, your fuel purchasing could be tax-exempt, typically saving you 15-25% up front on your fuel purchases? Depending on your jurisdiction, you could save even more than 30%. The **Fuelman Public Sector Fleet Card** will provide qualified fleets **tax-exempt billing, unparalleled controls** and **detailed management reports**, allowing you to track your fuel taxes and simplify refund filing. Non-qualified fleets will still benefit from Fuelman's unparalleled controls.

With **over 20 years of tax-exempt sales experience**, Fuelman eliminates the need for you to manage your fleet's tax-exempt fuel expenses†. Simply check with your accountant or tax specialist to determine if you qualify.

## Save money and take control of your expenses.

In addition to detailed tax reporting and tax-exempt billing, the Fuelman Public Sector Fleet Card also provides you with controls and reporting that will help you stay on top of your business and save money. In a recent survey, most Fuelman customers **report savings of 10% or more** on fuel expenses using Fuelman.

### Control features:

- **Set purchase controls** such as fuel grade, transactions per day and gallons per transaction – unlike many fleet cards that set dollar limits, Fuelman gallon limits are not affected by the fluctuation in fuel prices
- Take advantage of **real-time authorization controls and level 3 data capture**, which eliminates potential fraud before it happens
  - Fuelman helps you **prevent non-fuel purchases** such as cigarettes, beer or other convenience store items
- **Program your Fuelman cards** to allow only fuel or fuel and maintenance services – each transaction is authorized with the card number, product code, quantity and driver ID to ensure that purchases are pre-approved

### Reporting features:

- Combine gasoline, diesel and maintenance purchases, **on one card, with one invoice, and one report**
- Take advantage of our **fueling services beyond the retail pump** – if you're utilizing onsite tanks, get **one report integrating all vehicle transactional data** for all your fleet's fuel-related expenses
- **Receive immediate email alerts** to advise you of questionable transactions such as premium fuel purchases being made when only regular unleaded is authorized
- **Automate maintenance service tracking and reporting** – like oil changes, tire rotations, and brake inspections

# Fuelman offers specialized service to make managing your public sector fleets easy.

Designed for busy people, the Fuelman Public Sector Fleet Card makes managing your fuel and maintenance simple. With Fuelman, you get **specialized customer service**, which means you'll have experienced support professionals who are familiar with the needs of public sector fleet managers.

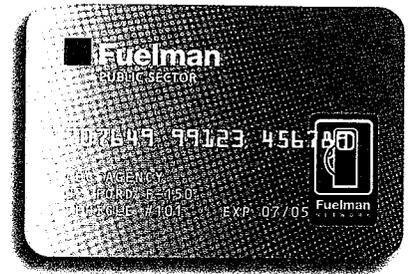
**The Fuelman Public Sector Fleet Card is a fleet card and an expense management system all rolled into one**, which means that your processing, reporting, billing and account administration are all taken care of for you. With Fuelman, you can view your reports and cards, or make changes to purchase controls online, **24 hours a day, 365 days a year**.

## Stay on the road with Fuelman maintenance and services.

Fuelman is more than just a fuel management system. With the Fuelman Public Sector Fleet Card, you can also pay for all of your maintenance needs – so you'll save time and money by purchasing fuel and maintenance on one card.

**Maintenance.** For your convenience, the Fuelman Public Sector Fleet Card is accepted at a nationwide network of maintenance locations. Finding a service location is easy – visit [www.Fuelman.com](http://www.Fuelman.com) for a listing of locations near you. With the maintenance feature of the Fuelman Public Sector Fleet Card, you can get vehicle washes, engine fluids, parts, tires, tune-ups, and even major repairs. In addition, Fuelman's preventative maintenance reporting option allows you to track service intervals on all your vehicles.

**Roadside Service.** Fuelman includes an **Emergency Roadside Assistance** service that automatically comes with every activated Fuelman Public Sector Fleet Card. Designed to get your vehicle back on the road quickly, the Emergency Roadside Assistance service is available 24 hours a day, 365 days a year.\*\*



Get the Fuelman Public Sector Fleet Card working for you.

Apply for Fuelman now.

Simply call **1-800 FUELMAN (1-800-383-5626)**.

Or download an application form at [www.Fuelman.com](http://www.Fuelman.com)

For more information, contact your **Fuelman Sales Representative**, or visit [www.Fuelman.com](http://www.Fuelman.com)

\* A few jurisdictions do not allow tax-exempt purchases and require the fleet to file for the refund.

\*\* Purchase controls at the point of sale (POS) vary based on merchant system capabilities. Some POS systems may not be able to enforce all purchase controls.

\*\* There is a separate dispatch fee for each call.



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- **Receive immediate email alerts** to advise you of questionable transactions such as premium fuel purchases being made when only regular unleaded is authorized
- **Automate maintenance service tracking and reporting** – like oil changes, tire rotations, and brake inspections



# APPLICATION FOR FUELMAN® CONTROL FLEET CARD ACCOUNT

## Fax Completed Application to 1-866-291-3397

### BUSINESS INFORMATION Required

Legal Company Name			Type of Business	Years in Business
Subsidiary or DBA			Main Phone #	
Street Address			# of Vehicles	Est. Weekly Gallons
City	State	ZIP	Gross Annual Sales (\$)	
Billing Address (If Different Than Above)			Federal ID #	Tax Exempt #
City	State	ZIP	Email Address	

Type of Organization:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Government  LLC  Other: \_\_\_\_\_

### BANK REFERENCE Required

Bank Name		Officer
Telephone #	Fax #	Business Checking Account #

### TRADE REFERENCES Required

Vendor Name		Contact
Telephone #	Fax #	Account #
Vendor Name		Contact
Telephone #	Fax #	Account #

**NOTE: We require two (2) years of CPA Reviewed or Audited Financial Statements from all companies that fuel more than 2500 gallons per week (1500 gallons per week for transportation companies).**

### AUTHORIZED SIGNATURE Required (Representative acknowledges receiving fuel pricing and payment terms) Initial Here \_\_\_\_\_

I certify that all the information provided on this Application (both pages) and accompanying documents is accurate. I represent and warrant that I am duly authorized to execute and enter into this Application for this Applicant. I understand that the Account Agreement and this Application shall govern the terms and conditions of the Account(s) and that the Applicant will be bound by all of the terms and conditions contained therein. By signing this Application, I request that a FleetCor Technologies, Inc., ("FleetCor") Fleet Charge Card account be opened and the card(s) issued. I hereby authorize FleetCor and its affiliates, to investigate my/our credit history and to authorize the release to FleetCor of information (both business and personal), of information related to my/our account including credit, bank references and any other information deemed necessary to extend credit. I authorize FleetCor to receive and exchange information and to investigate the data collected relevant to Applicant's creditworthiness. I understand that if the application is approved the Account Agreement will be mailed to the Fleet Manager. Activation and/or use of one or more of these cards by myself or a representative of Applicant constitutes our acceptance of the account and terms and conditions contained in this Application and the Account Agreement, including, without limitation, applicable fees, interest, collection costs, and liability for unauthorized use. FleetCor reserves the right to change the fuel pricing, volume discount, and/or discontinue service at any time to any and all cards. Fuelman Fleet Cards are for business/commercial use only.

Print Name (Authorized Representative)	Signature (Authorized Representative)
Telephone #	Date

### PERSONAL GUARANTY Required for: Sole Proprietorships; Partnerships; LLC's and Corporations Less Than Two Years Old

The undersigned ("Guarantor") unconditionally and irrevocably guarantees the payment and performance when due of all obligations of the Applicant to FleetCor now or hereafter owing ("Guaranteed Obligations"). Payment hereunder shall be made without set-off or counterclaim. Guarantor acknowledges that this is a guaranty of payment and not of collection and that Guarantor is a primary obligor and not merely a surety. Guarantor hereby waives any right to require FleetCor to proceed against Applicant as a condition to proceeding against Guarantor and waives the provisions of O.C.G.A. 10-7-24. Guarantor waives notice of acceptance, diligence, presentment, demand, notice of dishonor, protest and all other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations. Guarantor hereby subordinates in favor of FleetCor any right of subrogation and all other obligations of the Applicant to Guarantor. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the law of Georgia. If collection hereunder is by an attorney at law, the Guarantor shall pay all costs of collection, including attorney fees of 15%. The terms and conditions of the Account Agreement are incorporated by reference and Guarantor agrees to be bound thereby. This Guaranty shall be relied upon by FleetCor in making its credit decision and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes FleetCor to obtain a consumer credit report of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes FleetCor to report the reason for the denial to Applicant. If the Guaranteed Obligations are not paid when due, FleetCor may report the Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Print Name (Guarantor)	Signature (Guarantor)	
Guarantor Street Address	Social Security #	Date of Birth
City	State	ZIP
		Driver's License # and State

\*\*OFFICE USE ONLY\*\*

Market: \_\_\_\_\_ Rep ID: \_\_\_\_\_ Rep Name: \_\_\_\_\_ Terms: \_\_\_\_\_ Lead ID: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_ Acct #: \_\_\_\_\_ Source: FPI15-WEB A03 (WEB) Limit: \_\_\_\_\_





**APPLICATION FOR FUELMAN® CONTROL FLEET CARD ACCOUNT**

**EFT AUTHORIZATION FORM**

Fax Completed Application to 1-866-291-3397

**ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT AUTHORIZATION**

COMPANY NAME:	DATE:
AUTHORIZED REPRESENTATIVE'S NAME:	
REPRESENTATIVE'S TITLE:	PHONE:

I hereby authorize FleetCor Technologies, Inc. "FLEETCOR" to electronically withdraw funds equal to the Total Balance Due as indicated on each Fuelman Fleet Card Invoice from the account shown on the check image below on the Invoice Due Date. The institution listed on the check is authorized to credit/debit and/or correct the amounts to my account. The authority is to remain in effect until I revoke it in writing, allowing up to 10 business days for changes to take place.

**REPRESENTATIVE'S SIGNATURE\*:** \_\_\_\_\_

**IMAGE OF VOIDED CHECK** Required

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**TAB 3**

RESOLUTION NO. 06-\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) FOR THE DEVELOPMENT OF THE TOWN'S STORMWATER MANAGEMENT PLAN; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town applied for a grant from the South Florida Water Management District for the development of the Town's Stormwater Management Plan (The "PLAN"); and

**WHEREAS**, the South Florida Water Management District has awarded the Town a grant in the amount of two hundred thousand dollars(\$200,000.00); and

**WHEREAS**, the Town Council desires to accept the grant award.

**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. Grant Accepted.** The Town Council hereby accepts the award of two hundred thousand dollars (\$200,000.00) from the South Florida Water Management District for the development of the Town's Stormwater Management Plan.

**Section 3. Approval and Authorization.** The Town Council hereby approves the grant agreement in substantially the form attached as Exhibit "A" (The "Grant Agreement"). The Town Manager is authorized to execute the Grant Agreement on behalf of the Town and to take all actions necessary to implement the grant.

**Section 4. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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 Edwards P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

Overnight Delivery  
18611795156

November 6, 2006

Mr. Steven Alexander, Town Manager  
City of Cutler Bay  
10720 Caribbean Blvd.  
Cutler Bay, FL 33189

Dear Mr. Alexander:

**Subject: Agreement #4600000495**

Please find enclosed two (2) copies of the subject document. Please have them signed by an individual with signature authority on behalf of your organization. Please include documentation to demonstrate official delegation of signature authority up to the contract monetary limits.

Please return both copies to my attention, along with, if applicable and not previously submitted, a Certificate of Insurance reflecting the required coverage(s). Do not date the documents, a fully signed document will be returned to you upon execution by the South Florida Water Management District (District). Note that this document is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Rupert Giroux", is written over a circular stamp or mark.

Rupert Giroux  
Contract Specialist  
Procurement Department  
[rgiroux@sfwmd.gov](mailto:rgiroux@sfwmd.gov)  
(561) 682-2532  
FAX: (561) 681-6275

RG/jcs

Enclosure

---

### GOVERNING BOARD

Kevin McCarty, *Chair*  
Irela M. Bagué, *Vice-Chair*  
Miya Burt-Stewart

Alice J. Carlson  
Michael Collins  
Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.  
Harkley R. Thornton  
Malcolm S. Wade, Jr.

### EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. 460000495**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**TOWN OF CUTLER BAY**

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ by and between the South Florida Water Management District (**DISTRICT**) and Town of Cutler Bay (**TOWN**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **TOWN OF CUTLER BAY** for a Stormwater Master Plan; and

**WHEREAS**, the **TOWN OF CUTLER BAY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**WHEREAS**, the Governing Board of the **DISTRICT** at its November 09, 2006 meeting, approved entering into this **AGREEMENT** with the **TOWN OF CUTLER BAY**;

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **TOWN OF CUTLER BAY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for mapping the stormwater collection and distribution system, identifying issues of concern, and planning for improvements.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of Eighteen (18) Months.
3. The total **DISTRICT** contribution shall not exceed the amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$200,000.00). In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this

**AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **TOWN OF CUTLER BAY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **TOWN OF CUTLER BAY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **TOWN OF CUTLER BAY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **TOWN OF CUTLER BAY** shall cost share in the total amount of (N/A).
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **TOWN OF CUTLER BAY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **TOWN OF CUTLER BAY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date of the Agreement unless authorized through execution of an amendment to cover succeeding periods.
7. The **TOWN OF CUTLER BAY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **TOWN OF CUTLER BAY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT**'s Project Manager. The **TOWN OF CUTLER BAY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **TOWN OF CUTLER BAY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **TOWN OF CUTLER BAY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **TOWN OF CUTLER BAY** under this **AGREEMENT** shall be deemed to be the property of the **TOWN OF CUTLER BAY** upon completion of this **AGREEMENT**. The **TOWN OF CUTLER BAY** shall retain all ownership to tangible property.
9. The **TOWN OF CUTLER BAY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **TOWN OF CUTLER BAY** and the officers, employees, servants and agents thereof. The **TOWN OF CUTLER BAY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **TOWN OF CUTLER BAY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **TOWN OF CUTLER BAY** subcontracts any part or all of the work hereunder to any third party, the **TOWN OF CUTLER BAY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **TOWN OF CUTLER BAY**. Any contract awarded by the **TOWN OF CUTLER BAY** shall include a provision whereby the **TOWN OF CUTLER BAY**'s subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **TOWN OF CUTLER BAY**'s subcontract.
10. The **TOWN OF CUTLER BAY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under

the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **TOWN OF CUTLER BAY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **TOWN OF CUTLER BAY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **TOWN OF CUTLER BAY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **TOWN OF CUTLER BAY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **TOWN OF CUTLER BAY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **TOWN OF CUTLER BAY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **TOWN OF CUTLER BAY**.
16. The **TOWN OF CUTLER BAY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **TOWN OF CUTLER BAY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **TOWN OF CUTLER BAY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
  - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
  - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **TOWN OF CUTLER BAY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **TOWN OF CUTLER BAY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **TOWN OF CUTLER BAY** as set forth in Exhibit "C". The **TOWN OF CUTLER BAY** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **TOWN OF CUTLER BAY's** financial and non-financial records to the extent necessary to monitor the **TOWN OF CUTLER BAY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

Attn: Evan Skornick, Project Manager  
Telephone No.: (305) 377-7274 ext. 7290

Attn: Rupert Giroux, Contract Specialist  
Telephone No.: (561) 682-2532

Attn: Accounts Payable (Invoices)

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680

**Town of Cutler Bay**

Attn: Steven Alexander, Town Manager  
Telephone No.: (305) 234-4262

Address:  
10720 Caribbean Blvd.  
Suite 105  
Cutler Bay, FL 33189

19. **TOWN OF CUTLER BAY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **TOWN OF CUTLER BAY** or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
  - (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
  - (b) Exhibit "A" Statement of Work
  - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

By: \_\_\_\_\_

Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: *[Signature]*

Date: 11/3/06

**TOWN OF CUTLER BAY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "A"**

### **STATEMENT OF WORK**

#### **TOWN OF CUTLER BAY STORMWATER MASTER PLAN**

##### **INTRODUCTION**

The Town of Cutler Bay (Town) Stormwater Master Plan Project (Project) is partially funded by South Florida Water Management collected Ad Valorem taxes that are utilized to support the development of flood prevention and mitigation measures in Miami-Dade County. These funds are administered through the South Florida Water Management District (District) and are dispersed and managed at the local level.

As a new municipality founded in November 2005, preparation of a stormwater master plan reflects a high priority initiative for the Town. The success of the stormwater master plan will provide the key to supporting the Town's effort of creating a Storm Water Utility to plan, construct, operate and maintain a Storm Water Management System. This will allow the Town to assume responsibility for storm water management and utilize stormwater utility funds from Miami-Dade County. Key elements of the master plan effort will include goal setting, inventory of existing facilities and condition, problem identification, assessment of flooding, water quality, ecological considerations, development of prioritized solutions and projects, and public involvement. In addition, the stormwater master plan will provide the basis for the drainage-related element of the Town's first Comprehensive Master Development Plan as well as the capital improvement project schedule included in that plan.

##### **OBJECTIVE**

The objective of this project is to assist the Town in mapping the storm water collection and distribution system, identifying issues of concern within that system and planning for improvements to the system so it can better serve the Town's residents and businesses.

Tasks 1 through 3 of this project are essential components in developing the necessary information that will allow evaluation of the effects of varying land uses within the Town and will help to establish the basis for comprehensive land use decisions. Data to be collected includes, but is not limited to, land surface and ground water elevations, existing stormwater management infrastructure, soil characteristics, water quality data, the ability of canals to convey stormwater and ground water table elevations. In Task 4, a computer model will be used to calculate flows and pollutant loads to downstream water bodies and analyze the timing and distribution of stormwater discharged through the watershed. This model will also be capable of comparing stormwater impacts associated with alternative future land use scenarios and identifying stormwater projects that will minimize the impacts. Task 5 will provide for developing the framework of the Town's Capital Improvement Program as it relates to stormwater management.

Additional Tasks 6 and 7 will be dependent upon fund availability. Task 6 will provide management and administrative services necessary for the Town to assume the stormwater management program from Miami-Dade County. Task 7 will provide design services and related permitting administration for the first phase prioritized project(s). Task 8 will include the draft development of the Drainage Element for the Town's Comprehensive Development Master Plan.

## **SCOPE OF WORK**

The Town shall be responsible for the satisfactory completion of all work under this project, including general project administration functions, the completion of all tasks and timely review of draft work as set forth herein.

The Town shall complete the following five tasks in two phases in their entirety in order to assure a comprehensive process that will meet the objectives of this project.

- Task 1: Information Gathering and Mapping
- Task 2: Basin and Sub-Basin Delineation
- Task 3: Basin and Sub-Basin Prioritization
- Task 4: Priority Sub-Basins Modeling and Analysis
- Task 5: Capital Improvement Program Stormwater Planning

Phase 1 will include Tasks I through 3, while Phase II will encompass Tasks 4 and 5. For the purposes of this contract, there will be two deliverables. Deliverable 1, a report assessing the existing drainage conditions and identifying basins, sub-basins and priorities will be due at the completion of Phase I. Deliverable 2, will detail the modeling effort of the prioritized basins/sub-basins and will discuss implementation of the storm water management component of the Town's Capital Improvement Program.

## **WORK BREAKDOWN STRUCTURE**

**PHASE I:** Tasks 1 through 3 as follows:

### **Task 1: Information Gathering and Mapping.**

Information for the planning area and infrastructure data will be gathered and mapped. All information and data will be provided to the District in an electronic format. The information to be collected will include, but not be limited to:

1. Visual observations and assessment of the current system infrastructure.
2. Map and list of existing storm water management infrastructure to include structure inventory, type of drainage systems and known ground surface elevations.
3. Major conveyance system information (canal cross sections).
4. Culverts and bridges opening information, including cross-sectional geometry and elevations.
5. Land use data in ArcGIS format.

6. Drainage data in ArcGIS format.
7. Rainfall data.
8. Map and list of soil types.
9. Flow and stages data on any control structures within the system.
10. Existing receiving water quality information (does not include sampling).
11. Specification on any control structures, including operating rules and hydraulic capacity.
12. Location of roadways.
13. Location of emergency evacuation routes.
14. Groundwater table elevations.
15. Map and list of publicly owned open lands.
16. Summary report of citizen complaints.

### **Task 2: Basin and Sub-Basin Delineation**

This task provides for the delineation of the planning area into basins and sub-basins. The sub-basin delineation will be used as a basis for the pollutant loading estimates as well as in subsequent hydrologic and hydraulic analysis. Land use characteristics and existing stormwater pollution control facilities will be determined by the Town for each sub-basin, from information obtained in Task 1. Task 2 also provides for the identification of major planning area boundary inflow points to be considered in subsequent hydrologic and hydraulic modeling.

### **Task 3: Basin and Sub-Basin Prioritization**

At the completion of Tasks 1 and 2, it will be recognized that various sub-basins are more problematic than others. This might occur through visual observations during or after storm events, or may become apparent during the review of public input sources (i.e. citizen complaints). Additionally, other sources of information may lead to such conclusions. This task provides for the prioritization of sub-basins for further analysis through the modeling process, and for water improvement projects to receive future funding.

**Phase I Deliverable:** Deliverable for Phase I shall be per Exhibit "B".

**PHASE II:** Tasks 4 and 5 as follows:

### **Task 4: Ranking Sub-Basins Modeling and Analysis**

Utilizing the data and informational sources from Task 1, computer modeling will be undertaken to analyze and establish the water quality and water quantity aspects of each sub-basin under varying conditions and the impacts on those aspects of the addition of various improvements or control measures. At a minimum, computer modeling should include model runs for typical average, dry and wet years, as well as simulation of the 5-year/1 day, 10-year/1 day, 25-year/3 day, 50-year/3 day and 100-year/3 day storm events. The modeling task will include:

1. Model Set Up.

2. Establish Boundary Conditions.
3. Model Calibration and Verification.
4. Hydrologic and Hydraulic Modeling for Existing and Future Conditions Without Control Measures.
5. Pollutant Loading Estimates for Existing and Future Conditions without Control Measures.
6. Identification and Ranking of Problems Areas.
7. Evaluation of Control Measures.
8. Hydrologic and Hydraulic Modeling for Future Conditions with Control Measures.
9. Pollutant Loading Estimates for Future Conditions with Control Measures.

The hydrologic and hydraulic modeling will be completed using the XP-SWMM computer program licensed by XP-Software, Inc., which builds upon the Storm Water Management Model (SWMM). SWMM was developed by the United States Environmental Protection Agency and was recommended for use in Miami-Dade County Stormwater Master Planning Projects. XP-SWMM offers enhancements to the EPA SWMM program, including an easy to use graphical interface and enhanced solution algorithms.

**Task 5: Capital Improvement Program Stormwater Planning**

The purpose of the Capital Improvement Program (CIP) is to set the budgetary framework for planning, construction, operation and maintenance of the Town's storm water management system. Based upon the findings of Tasks 1 through 4, the CIP is intended to allow the Town to set budgetary priorities for the short and long term. At a minimum, the CIP should indicate preliminary budget estimates for system improvements, as well as operations and maintenance of the existing system. Additionally, the CIP should allow for grouping and phasing of program needs and provide for a time dependant improvement plan (i.e. 5 year or 10 year budgetary framework).

**Phase II Deliverable:** Deliverable for Phase II shall be per Exhibit "B".

**PHASE III:** Tasks 6 and 7 as follows:

**Task 6: Transfer Stormwater Utility Program from Miami-Dade County to Town of Cutler Bay**

Depending upon funding availability, additional services will include the preparation of a management plan necessary to establish the Town as the program administrator for stormwater fees. In addition, ordinance preparation and related actions will be accomplished in order to affect the transfer of responsibility from Miami Dade County to the Town. The Town will be required to be included as a co-permittee in the Miami-Dade County NPDES discharge permit as part of this process.

**Task 7: First Phase Design**

Depending upon funding availability this task will involve support work necessary for the successful implementation of one or more high priority projects as established within the Stormwater Master Plan. Such support work may include engineering design, permitting and preparation of bid documents.

**Phase III Deliverable:** Deliverable for Phase III shall be per Exhibit "B".

**PHASE IV:** Task 8 as follows:

**Task 7: Draft Drainage Element of the Comprehensive Development Master Plan**

The Drainage Element of the Town's Comprehensive Development Master Plan shall follow requirements of the Florida Administrative Code to the greatest extent practicable. In general, the Drainage Element shall extract and reformat the Stormwater Master Plan's data and inventory analysis so that the Element's goals, objectives and policies will be based upon the Stormwater Master Plan's priorities.

**Phase IV Deliverable:** Deliverable for Phase IV shall be per Exhibit "B".

**EXHIBIT "B"**

**PAYMENT AND DELIVERABLES SCHEDULE**

Total payment by the District shall not exceed the amount of \$200,000.00. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the Town within the not-to-exceed amounts specified below in accordance with established rules. Payment by the District is further subject to receipt of progress reports and financial statements from the Town with documentation to demonstrate completion of each task in accordance with Exhibit "A" Statement of Work requirements. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. The Town is responsible for reviewing and approving deliverables to ensure that project objectives are met. The Town is also responsible for project management, budget management, and quality control.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date*</b>	<b>DISTRICT** Payment</b>
<b>Task 1: Information Gathering and Mapping</b>		3 Months	<b>\$135,000</b>
<b>Task 2: Basin and Sub-Basin Delineation</b>		4 Months	<b>\$15,000</b>
<b>Task 3: Basin and Sub-Basin Prioritization</b>		5 Months	<b>\$18,000</b>
<b>Task 4: Priority Sub-Basins Modeling and Analysis</b>	<b>Phase II Deliverable – System Modeling Assessment and Storm Water Capital Improvements Planning Report</b>	7 Months	<b>\$32,000</b>
<b>Task 5: Capital Improvement Program Stormwater Planning</b>		10 Months	<b>\$0</b>
<b>Task 6: Transfer Program to Cutler Bay</b>	<b>Phase III Deliverable – Management Plan and Approval of Town to Administer Stormwater Utility; Design of First Phase Prioritized Improvements</b>	18 Months	<b>\$0</b>
<b>Task 7: First Phase Design</b>		TBD	<b>\$ 0</b>
<b>Task 8: Draft Drainage Element</b>	<b>Phase IV Deliverable – Draft Drainage Element of the Town of Cutler Bay Comprehensive Development Master Plan</b>	18 Months	<b>\$0</b>
<b>District Not-to-Exceed Total Payment</b>			<b>\$200,000</b>

\* All dates are referenced from the date of execution of this agreement.

\*\* The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the Town are less than the not-to-exceed for a particular task, the Town shall have the right to apply the unexpended balance towards a subsequent task. The Town shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$200,000.00 as specified above. The Town is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			NOT APPLICABLE		

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			NOT APPLICABLE		

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
				NOT APPLICABLE		
<b>Total Award</b>						

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

TAB 4



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** November 9, 2006  
**Re:** Park Operating Permit

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### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PARKS, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND EXECUTE A PERMIT FROM MIAMI DADE COUNTY TO OPERATE COUNTY PARKS LOCATED WITHIN THE TOWN IN SUBSTANTIALLY THE FORM ATTACHED PENDING TRANSFER OF TITLE OF PARKS TO THE TOWN, AUTHORIZING THE MANAGER AND HIS STAFF TO TAKE ALL STEPS NECESSARY TO BEGIN OPERATING THE PARKS PURSUANT TO THE PERMIT(S); AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Negotiations are still under way with Miami-Dade County for an interlocal agreement for the conveyance of the title to seven County-owned parks and six County-owned parkways within the Town of Cutler Bay's corporate limits. It has become apparent that the negotiations will not result in the conveyance of the parks for several months. However, in order for the Town to begin operating the parks prior to the conveyance of the properties, a permit may be issued by the Miami-Dade County Parks and Recreation Department. Other recently-incorporated municipalities have utilized this method to gain operational control of their parks while continuing negotiations for the conveyance of title.

Town Council approval of a permit in substantially the form attached hereto would allow the Parks and Recreation Department to begin operating the parks within the next 45 days. The operating permit will allow the Town to assume control of the parks, and provide the Town an opportunity to bring to light any potential unresolved issues concerning the parks prior to accepting full ownership responsibilities.

### RECOMMENDATION

We recommend that the attached resolution be adopted.

**RESOLUTION NO. 06-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PARKS, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND EXECUTE A PERMIT FROM MIAMI DADE COUNTY TO OPERATE COUNTY PARKS LOCATED WITHIN THE TOWN IN SUBSTANTIALLY THE FORM ATTACHED PENDING TRANSFER OF TITLE OF PARKS TO THE TOWN, AUTHORIZING THE MANAGER AND HIS STAFF TO TAKE ALL STEPS NECESSARY TO BEGIN OPERATING THE PARKS PURSUANT TO THE PERMIT(S); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 8, 2005, a Charter for the Town of Cutler Bay (the "Town") was approved by the citizens of the Town, effective November 9, 2005; and

**WHEREAS**, on July 18, 2006, the Town and Miami Dade County ("County") entered into an interlocal agreement which, inter alia, provides for the County to transfer title to parks within the geographic boundaries of the Town to the Town in a subsequent interlocal agreement, and

**WHEREAS**, the County and the Town desire that the Town assume operation of the parks pursuant to a County permit pending the execution and performance of an interlocal agreement providing for transfer of title for the parks 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.** **Authorization.** The Town manager is hereby authorized to apply for and execute on behalf of the Town, a Miami Dade County permit that will permit the Town to operate County parks within the geographic boundaries of the Town as shown on the list attached as exhibit A, upon such terms and conditions and in substantially the form of the permit attached as exhibit B. The permit will remain in effect pending the execution and performance of an interlocal agreement between the Town and County providing for transfer of title for the parks to the Town at which time the permit will be no longer applicable or necessary. The Town Manager shall take all steps necessary to begin operation of the parks pursuant to the Permit and shall begin operating them as soon as he and his staff are ready and able to do so.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
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

### Parks to be Operated

No.	Property Name	Address	Folio Number	# Acres
1	Bel Aire Park	18500 SW 97 Avenue	36-6005-001-0010	5.29
2	Cutler Ridge Park	10100 SW 200 Street	36-6008-011-0460 36-6008-000-0013 36-6008-003-0010	10.88
3	Franjo Park	20175 Franjo Road	36-6009-000-0020 36-6009-002-0420	5.23
4	Lincoln City Park # 2	SW 220 St. & 102 Ave.	36-6008-005-0700	1.00
5	Saga Bay Park	7900 SW 205 Street	36-6010-010-1020	5.00
6	Saga Lake Park	SW 82 Ave. & SW 198 St.	36-6010-007-0810	5.00
7	Whispering Pines Park	8800 Ridgeland Drive	36-6004-007-2860	1.36
8.a.	Saga Bay Parcel # 1	SW 203 St. & SW 83 Ave.	36-6010-007-0820	.17
8.b.	Saga Bay Parcel # 2	SW 203 St. Swale (No. side)	36-6010-001-1230	.23
8.c.	Saga Bay Parcel # 3	SW 203 St. & SW 83 Ave.	36-6010-001-1240	.08
8.d.	Saga Bay Parcel # 4	SW 203 St. Swale ( So. Side)	36-6010-001-1250	.30
8.e.	Saga Bay Parcel # 5	SW 198 St. & SW 82 Ave. (SW side)	36-6003-012-0760	.08
8.f.	Saga Bay Parcel # 6	SW 198 St. & SW 82 Ave. (NW side)	36-6003-012-0770	.16
		<b>Total Acres</b>		<b>34.78</b>

**Exhibit B**  
**Proposed Permit**

DADE COUNTY PARK AND RECREATION DEPARTMENT  
APPLICATION/AGREEMENT FOR PERMIT TO CONDUCT PRIVATE BUSINESS ON COUNTY PARK PROPERTY

Organization Name of Person (Permittee) Town of Miami Lakes

Representative Alex Rey Panama Title Town Manager

Mailing Address of Organization or Person 6853 Main Street

City Miami Lakes State Florida Zip 33014 Phone (Work) 305-558-8244 (Home) 304-6100

Describe Type of Operation: Maintenance and operation of special tax district parks

Name of Park where you would like to operate See Attached

Address of the park See attached

Type of organization:  For Profit Corporation  Non-Profit Corporation (Attach Proof)  
 Organization (Not Incorporated)  Individual

Dates Requested: Beginning: 10/01/04 Ending: 03/01/05 Hours: \_\_\_\_\_

Agree to Pay \$ NA per \_\_\_\_\_

Payments Due As Scheduled:

FY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

List the items and services to be offered for sale and prices: (Use additional pages if needed) NA

State purposes or intended use of revenue from operations: NA

Per insurance requirements on reverse side, applicant must provide A  B \_\_\_\_\_ or purchase Special Event Insurance \_\_\_\_\_

Have you read the rules and regulations on reverse side of this application? Yes  No \_\_\_\_\_

Describe utility usage; list electrical equipment: NA

Describe extent of additional litter, trash or maintenance which may result from your use, or other requirements. NA

I certify that I have read and understand the rules and regulations on the reverse side. I certify that the intended use, as detailed above, is in compliance with said rules and regulations and subject to approval or rejection by the County Manager, Metropolitan Dade County, or his designated representative, with or without cause. I will give ten (10) days notice of intent to cancel, and abide by the rules and regulations on the reverse side and with attached special conditions (if applicable).

[Signature]  
Signature of Applicant

8-15-04  
Date

[Signature]  
Signature of Director - Park and Recreation Department

10/12/04  
Date

Distribution: White (PERMITTEE) - Green (OPS MGT) - Yellow (DIVISION) - Pink (DISTRICT) - Gold (ORIGINATOR)

### PERMIT RULES AND REGULATIONS

The following Rules and Regulations govern all Permits, unless the Rule or Regulation is specifically waived for your activity, by the County.

1. All use must be by permit approved by the County Manger, Miami-Dade County or his designated representative. The County Manager, Miami-Dade County, may approve or reject any Permit Application with or without cause.
2. Permits cannot be transferred, assigned, or sublet.
3. The Permittee will be held responsible for the conduct of the entire group. It shall be the right of the Director, Miami-Dade County Park and Recreation Department, or his designated representative, to expel from County property any person or persons violating the established Rules and Regulations or, in the opinion of the Director, or his designated representative, constituting a public nuisance.
4. The Permittee must furnish all personnel required to perform the approved activity.
5. Relocation or rearrangement of County property will not be permitted unless specifically authorized by the Director, Miami-Dade County Park and Recreation Department, or his authorized representative. No decoration or form of advertising will be permitted unless specifically approved by the Director, Miami-Dade County Park and Recreation Department, or his designated representative.
6. Placement, relocation, rearrangement, or removal of the Permittee's property, owned or hired, may only be done in such a manner as approved by the Director, Miami-Dade County Park and Recreation Department, or his designated representative.
7. Permittee shall return all Park and Recreation Department materials and/or equipment to their designated location within the prescribed time limit.
8. The Permittee shall provide at his own expense such professional traffic and security control personnel as required by the Director, Miami-Dade County Park and Recreation Department, or his designated representative.
9. The Miami-Dade Disclosure Affidavit must be complete and notarized.
10. The Permittee shall observe, obey and comply with all "Park and Recreation Department Rules and Regulations" and all applicable City, County, State, and Federal Laws, Rules and Regulations and any specific use regulations.
11. The Permittee shall procure at its own cost and expense all necessary licenses and permits required by law.
12. Clean up areas and equipment at the close of each operational session in such a manner that they can be used without additional clean up by park personnel.
13. Insurance requirements. The Permittee shall maintain the requested insurance during the term of this permit. Certificates of Insurance shall be provided to the County evidencing the following insurance coverages:
  - (A) Public Liability on a comprehensive basis, products and completed operations (if applicable) in an amount not less than \$300,000 per occurrence combined single limit for Bodily Injury and Property Damage. Policy shall be endorsed to show Miami-Dade County as an additional insured, and that no modification, change or cancellation of insurance will be made without 30 days written notice to the certificate holder.
  - (B) Automobile Liability Insurance for all owned, non-owned, and hired vehicles used in connection with the permit in an amount not less than \$300,000 combined single limit for Bodily Injury and Property Damage. If State Law requires a higher minimum limit of liability because of the type of operation covered by this permit, then Permittee shall be required to maintain insurance in compliance with State Law. The County's Risk Management Division reserves the right to amend these insurance requirements if it is in the best interest of the County to do so. The Permittee must deliver a Certificate of Insurance to the Department before starting any operation.
14. Maintain records of purchasing, sales and all transactions that result from doing business within a County Park. The records kept should be able to satisfy normal auditors bookkeeping requirements. The records should be available for possible audit by Miami-Dade County Auditors and Park and Recreation Department officials.
15. Abide by all health regulations if dispensing food and drink.
16. Operate portable facilities (refreshment stand, staging, etc.) only during designated scheduled activities and only when such operation is not in conflict with other scheduled park programs.
17. The Board of County Commissioners declared and established as a matter of policy that there shall be no discrimination based on disability, sex, age, religion, race, color, creed, or national origin in connection with any county property or facilities operated or maintained under permit or other agreement from Miami-Dade County or its agencies. The Permittee agrees to conform to this policy in its use of the premises.

**Addendum for  
Permit to Conduct Private Business on County Property**

**Type of Operation:** Provide programming and maintenance services to certain parks (Attached) owned by the Miami Dade County Department of Park and Recreation within the Town of Miami Lakes (Town) for a period of 90 days, or until such time as these parks are conveyed to the Town, whichever is sooner.

For each of the Parks, the following apply. Should any of these terms conflict with the terms on the permit; these terms will supercede those on the permit itself.

**A. Indemnification:**

To the extent allowable by law and as limited by Section 768.28, Florida Statutes, the Town shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees, and cost of defense, which the county or its officers, employees, agenda or instrumentalities may incur as a result of claims, demands, suits, causes of actions of proceedings of any kind or nature arising out of, relating to or resulting from the performance of the programming and maintenance services specified in the Permit by the sole negligence of the Town or its employees, agents, servants, partners, principals or subcontractors. Town shall pay all claims and losses in connection therewith and shall investigate and defend any claims, sits or actions of any kind of nature in the name of the county where applicable including appellate proceedings and shall pay all costs, judgments and attorneys fees which may issue thereon. Town expressly understands and agrees that any insurance protection required by the contract or otherwise provided by Town shall in no way limit the responsibility to indemnify, keep and save harmless and defend the county or its officers, employees, agents and instrumentalities as herein provided. The terms of this indemnification will survive the termination of this permit.

**B. General Rules**

1. All permit rules and Regulations listed on the back of the permit application are applicable, except that the insurance limits have been raised from \$300,000 to \$1,000,000 combined single limit for Bodily Injury/Property Damage and Auto Liability as described in Rule 13 of the permit form. Single Limit Bodily Injury and Auto Liability policies shall be endorsed to show Miami-Dade County as an additional insured and no modification, change or cancellation of insurance will be made without 30 days written notice to the certificate holder. The County's Risk Management Division reserves the right to amend these insurance requirements if it is in the best interest of the County to do so. The Town shall deliver Certificates of Insurance to the Department before starting any operation.
2. The Town shall add the parks and facilities to its property insurance schedule. The County shall be the loss payee until such time as the deeds to the parks are conveyed.
3. No park shall be utilized beyond its reasonable carrying capacity as determined by parking spaces, facilities, and the surrounding land uses.

4. The parks shall be operated in an orderly manner and so as not to annoy, disturb or be offensive to park patrons, or residents in the vicinity of its operations. The Town shall control the conduct, demeanor and appearance of its employees, agents and representatives and the demeanor and conduct of customers, spectators and patrons, and upon objection of the Department concerning the same shall immediately take all necessary steps to correct the cause of such objection.
5. The Town must provide all personnel required to perform the operation and maintenance of the parks and shall at no time contact or direct Miami Dade County Park and Recreation staff to perform any service. The parks and the facilities therein shall be maintained to at least the standard performed by Miami Dade County. Failure to do so may result in the termination of this permit.
6. Department of Park and Recreation staff shall be permitted access for inspection to the sites and facilities. Such access shall be coordinated with the Town but may not be unreasonably withheld.
7. The parks shall be operated in a safe manner. In particular no use of any facility shall be permitted without adult staff present at all times; no pool shall be operated without the presence at all times of a certified life guard and should no certified life guard be available the pool will be secured and or drained so as not to present a hazard; no alcohol shall be permitted on park property. Failure to conform may result in the termination of this permit.
8. Any remaining contracts for services (including, but not limited to, rental of modular buildings, utility services, telephone services, trash container pick-up) shall be honored and, upon invoicing or direct billing, the Town shall make reimbursement to the County until such time as the Town accepts assignment or directs that the service be terminated. However, the Town agrees that after 90 days, the County will cancel any contract that has not been terminated, or assumed, and the contracted services will be wholly the responsibility of the Town.
9. The Town agrees to abide by all applicable sections of Article 6 of the Miami Dade County Home Rule Charter for the duration of this permit.

# TAB 5



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council

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

**Date:** November 15, 2006

**Re:** **ISSUANCE OF COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE REQUEST FOR PROPOSALS (RFP)**

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### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR PARKS AND PARKWAYS WITHIN THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Following the successful conveyance of the local parks and parkways from Miami-Dade County to the Town of Cutler Bay, it will be the responsibility of the Parks and Recreation Department to oversee the maintenance of these areas. In order to locate a contractor who will provide the best possible maintenance for the Town's parks, we have developed a Request For Proposals (RFP) for comprehensive landscape/grounds maintenance services. Pending approval from the Town Council, the RFP will be advertised in adherence with the Town's purchasing ordinance and will proceed according to the following timeline:

Advertise RFP (public notice)	Monday, November 20, 2006
Release of RFP	Monday, November 20, 2006
Mandatory pre-proposal conference	Thursday, December 7, 2006, 2:00 p.m.
Final submission of questions	Thursday, December 14, 2006
Town response to questions	Thursday, December 21, 2006
Proposal due date (Bid Opening)	Thursday, January 4, 2007
Evaluation of proposals	Thursday, January 4 - 10, 2007
Town Council mtng. & award notification	Wednesday, January 17, 2007
Contract begins	February 1, 2007

Funding in the amount of \$250,000 has been provided in the 2006-07 Fiscal Year budget for the contracted maintenance of the Town's parks and parkways. A portion of this funding will be utilized to pay for the interim maintenance of the parks while the RFP

process is completed. However, adequate funding will remain available to pay for the work covered under this RFP for the remainder of the fiscal year.

The attached Request For Proposals will result in the recommendation of a contractor to provide comprehensive landscape/grounds maintenance in the Town's parks for a period of three years. As indicated in the above timeline, we anticipate bringing a resolution before the Town Council on January 17, 2007 seeking approval of the selection of a contractor.

## **RECOMMENDATION**

We recommend that the attached resolution be adopted.

### Attachments:

- Proposed Resolution
- Proposed Landscape/Grounds Maintenance Request For Proposals

RESOLUTION NO. 06-\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE SERVICES FOR PARKS AND PARKWAYS WITHIN THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, upon the conveyance of the parks and parkways from Miami-Dade County to the Town of Cutler Bay, the Parks and Recreation Department will be responsible for overseeing the maintenance of the parks; and

**WHEREAS**, the Parks and Recreation Department is desirous of locating the best available contractor to provide for the maintenance of the Town's parks utilizing funding provided for in the Town's 2006-07 Fiscal Year budget; and

**WHEREAS**, a Request For Proposals has been prepared to identify the best available contractor to provide for the maintenance of the Town's parks for an initial period of three years; and

**WHEREAS**, Town Ordinance Number 06-22 requires the Town Manager to obtain authorization from the Town Council to advertise solicitations for bids prior to advertising the solicitation.

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

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

**Section 2.**     **Request For Proposals Advertising Approved.** The Town Manager is hereby authorized to issue a Request For Proposals for Comprehensive Landscape/Grounds Maintenance services in substantially the form attached hereto as Exhibit "A."

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

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

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ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

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

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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 \_\_\_\_\_

**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSALS  
06-001**

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**COMPREHENSIVE LANDSCAPE/GROUNDS MAINTENANCE**

**SUBMITTAL DATE: January 4, 2007 2:00 P.M.**

**REQUEST FOR PROPOSALS  
RFP # 06-001  
TOWN OF CUTLER BAY**

The Town of Cutler Bay is requesting proposals from qualified firms to provide Comprehensive Landscape/Grounds Maintenance services as needed for the Town of Cutler Bay at various locations as directed by the Town. **Interested firms should visit the Town's website at [info@cutlerbay-fl.gov](mailto:info@cutlerbay-fl.gov) to obtain the Request for Proposal package. Packages may also be picked up at the following location:**

**Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189**

Sealed submittals must be received no later than 2:00 p.m. on January 4, 2007 and be clearly marked on the outside, "RFP # 06-001 Comprehensive Landscape/Grounds Maintenance Services". Late submittals and electronic submittals will **not** be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this Town's' competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until the beginning of the Town Council meeting at which the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Town Code, vendors of the Town are prohibited from, in any way, providing campaign contributions to Town Council candidates. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

---

Steven J. Alexander  
Town Manager

**Request For Proposals**

**SUBJECT:** Comprehensive Landscape/Grounds Maintenance Services

**OPENING DATE & TIME:** January 4, 2007 @ 2:00 P.M.

**SUBMIT TO:** Office of the Town Clerk  
**Town of Cutler Bay**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

**RFP NUMBER:** 06-001

**1.0 GENERAL CONDITIONS:**

**1.1 INTENT:**

The Town of Cutler Bay, Florida is inviting the submission of proposals from qualified firms to provide Comprehensive Landscape/Grounds Maintenance services for the Town of Cutler Bay.

**1.2 BACKGROUND:**

The Town of Cutler Bay has a diverse population of over 37,000, and desires to engage the services of a qualified firm to provide comprehensive landscape/grounds maintenance services as needed. The Town of Cutler Bay is located in the southeast corner of Miami-Dade County and is approximately 10 square miles in size. The Town delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

**1.3 SERVICES SOUGHT:**

The Town of Cutler Bay is seeking qualified firms to provide Comprehensive Landscape/Grounds Maintenance services to provide for the complete maintenance and upkeep of all of the Town's parks and parkways as well as for the preparation of athletic fields for use by program participants.

The successful firm will provide project management to assist the Town in a variety of related services. Such services shall include, but not be limited to, the replacement and new installation of a variety of landscape materials in Town parks, parkways, roadway medians and swale areas. The successful firm will provide these services to the Town and shall avail all the necessary resources and equipment to the Town relating to landscape and grounds maintenance, as defined in this RFP, on an immediate and first priority basis when needed. The successful firm will make the Town of Cutler Bay their first priority in responding to requests for additional services particularly following weather-related emergency situations.

The successful firm may supplement in-house resources with private individuals or companies, subject to prior Town approval. The successful firm shall have the necessary financial resources to assume extensive and large expenditures.

All information and references submitted will be considered in the selection process. The Town reserves the right to request clarification of information submitted, to interview respondents and to request additional information of one or more respondents to assist in the evaluation of

submittals and to establish, to the Town's satisfaction, the responsibility, qualifications, and financial ability of any proposer.

#### **1.4 CONTENT OF PROPOSAL:**

The proposal shall include the following information at a minimum:

1. Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; safety record; local availability of key personnel; demonstrated ability to comply with all applicable laws and regulations; ability to plan, coordinate and implement various landscaping and grounds maintenance services. Include the number of personnel, equipment, vehicles, machinery, attachments, etc. that are employed or owned by the Company.
2. Provide all necessary Federal State, County, and local licenses and permits relating to providing landscaping and grounds maintenance services.
3. All proposals shall include comprehensive and detailed pricing for all services typically required to facilitate landscaping and grounds maintenance in a timely manner. Include all hourly rates and charges for personnel, equipment and vehicles including travel time for:
  - a. Complete Parks and Properties Maintenance
  - b. Aeration and Top-dressing of Athletic Fields
  - c. Fertilization
  - d. Tree Trimming
  - e. Baseball/Softball Field Maintenance
4. The successful firm will be required to meet with any involved Town department upon request by the Town Manager or his designee. The successful firm's account representative will be available within 48 hours notice to resolve any related issues that arise during the normal course of providing the requested services. The successful firm will be expected to coordinate and communicate effectively with designated Town personnel. The frequency, nature, scope, and definition of the services desired by the Town may change from time to time, at the Town's sole discretion. **The requirements of this paragraph must be acknowledged by the proposer.**
5. Provide documentation that the proposing firm has successfully completed services similar to those specified herein to other agencies of similar or larger size to the Town of Cutler Bay. This firm shall be currently engaged in landscaping and grounds maintenance services on a full time basis and shall have been supplying these services for a minimum of three years with dedicated management and administrative support staff, in-house employees and company owned equipment.

#### **1.5 MINIMUM INFORMATION TO BE PROVIDED:**

Please submit the following information, with responses numbered accordingly, on 8.5" x 11" sheets:

1. Name, address, telephone, and fax number of your firm.
2. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.

3. Principals of the firm.
4. Person who will be responsible for Town account.
5. Name, function, and qualifications of personnel in the organization who will be involved in this project. Please note, to receive further consideration, the contact person assigned to this project must, within the past three years, have conducted or been solely responsible for providing landscaping and/or grounds maintenance services in a similar environment.
6. References as evidence of experience and a current list of clients to prove an ongoing business operation. A statement detailing the company's net worth or a letter of credit from a banking institution shall be provided as evidence of financial resources to guarantee performance.
7. General and professional liability insurance, workers compensation, automobile liability insurance; company name, and extent of coverages.
8. A complete list of present clients and at least three letters of recommendation.
9. Completed Proposal Form signed by authorized representative.
10. Any other information you feel is appropriate to assist in the selection process.
11. Submittals shall be received no later than 2:00 P.M. on January 4, 2007 and clearly marked on the outside "**RFP # 06-001 Comprehensive Landscape/Grounds Maintenance Services.**"
12. Respondents must submit five (5) copies of the proposal, one of which shall be an unbound original.

#### **1.6 EVIDENCE:**

The submission of a Proposal shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Proposal Project.

#### **1.7 CLARIFICATION AND ADDENDA TO RFP SPECIFICATIONS:**

If any person contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, the Proposer must submit to the Town of Cutler Bay, by no later than December 14, 2006, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the RFP, if made, will be made only by Addendum duly issued by the Town of Cutler Bay. The Town shall issue an Informational Addendum if clarification or minimal changes are required. The Town shall issue a formal Addendum if substantial changes, which impact the technical submission of Proposals are required. A copy of such Addendum will be mailed to each Proposals receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addenda shall govern over prior addenda only to the extent specified.

The Proposer shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Proposal. Failure of a proposer to include a signed formal Addendum in its Proposal shall deem its Proposal non-responsive; provided, however, that the Town may waive this requirement in its best interest. The Town will not be responsible for any other explanation or interpretation made verbally or in writing by any other Town representative.

### **1.8 QUESTIONS:**

Questions concerning this Request For Proposal should be directed in writing to:

Erica Santamaria, Town Clerk  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189

Issues of substance that are brought to the attention of the Town will be responded to in writing, and copies provided to all firms who have received copies of the RFP.

### **1.9 TOWN'S RIGHTS:**

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Manager shall make a recommendation to the Town Council who shall make a final determination and award of proposal(s).

All materials submitted in response to the Request For Proposals become the property of the Town of Cutler Bay and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

### **1.10 DEMONSTRATION OF COMPETENCY:**

1. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this RFP. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Town of Cutler Bay.
2. The Town may, during the period that the Contract between the Town and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Proposer's performance on contracts awarded to it by the Town, the Town may place said contracts on probationary status and implement termination procedures if the Town determines that the successful

Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the Proposal evaluation period in order to comply with this demonstration of competency section.

### **1.11 EVALUATION OF PROPOSALS:**

1. A Review Committee consisting of the Town Manager or his designee, Parks and Recreation Director and Public Works Director will evaluate written proposals. Evaluation will include the following criteria:

- Qualification and experience of personnel who will be directly involved in all elements of the work.
- Firm size, age, and organizational structure.
- Firm's experience with providing landscape and grounds maintenance services similar to the requests contained in this RFP.
- Ability of firm to procure equipment and personnel necessary, and logistics to ensure timely, safe, and efficient landscape and grounds maintenance services.
- Proposer's references documenting successful prior performance in providing similar services as contained in the Scope of Services Section of the RFP.
- Proposed cost for services.
- Safety record.

2. The highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the selection committee. The selected firms will then be ranked according to the content of their submittals, presentations and any other relevant information. The Town Manager will then recommend that the Town Council adopt a resolution authorizing the Town Manager to negotiate an agreement with the selected firm to provide landscape and grounds maintenance services to the Town of Cutler Bay.

### **1.12 PROPOSAL TABULATIONS:**

Proposers desiring a copy of the proposal tabulation may request same by enclosing a self-addressed stamped enveloped with the proposal.

### **1.13 PROTESTS, APPEALS AND DISPUTES:**

All protests, appeals and disputes with respect to this RFP shall be governed by the protest procedures of the Town purchasing ordinance which shall be strictly construed. In the event of a protest, the decision of the Town Council shall be final and conclusive.

### **1.14 AWARD OF CONTRACT:**

The contract may be awarded to the proposer whose proposal, conforming to the Solicitation, is most advantageous to the Town of Cutler Bay. The Town reserves the right to make no award based on this RFP or reject all proposals and such decision shall not give rise to any claim by any person for any damages including but not limited to the costs of preparation of a proposal.

### **1.15 PURCHASING ORDINANCE:**

Firms are specifically advised that the Town of Cutler Bay's purchasing ordinance applies to this Request for Proposal and to all Requests for Proposals and is incorporated herein by reference. Firms are advised to familiarize themselves with its requirements.

**1.16 CONE OF SILENCE PROVISION:**

- A. Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or proposer, between:

A potential vendor, service provider, proposer, lobbyist, or consultant, and:

The Town Council, Town's 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. The Cone of Silence shall be imposed upon each RFP, RFQ and proposal after the advertisement of said RFP, RFQ, or proposal.
- C. 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 re-imposed until such time as the Manager makes a subsequent written recommendation to the Town Council.
- D. The Cone of Silence shall not apply to:
- (1) Oral communications at pre-proposal conferences;
  - (2) Oral presentations before selection or evaluation committees;
  - (3) Public presentations made to the Town Council 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 proposal documents. The proposer 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 proposal between a potential vendor, service provider, proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or proposal, 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;
  - (7) Duly noticed site visits by administrative staff regarding a particular proposal during the time period between the opening of proposals 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, proposer 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. Please contact the Town Attorney for any questions concerning Cone of Silence compliance.
- F. Violation of the Cone of Silence by a particular proposer or proposer shall render any RFP award, RFQ award or proposal award to said proposer or proposer voidable by the Town Council and/or Town Manager.

### **1.17 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS:**

Pursuant to Charter Section 7.6, and the implementing Town ordinance, vendors of the Town are required to disclose campaign contributions to Town Council candidates.

### **2.0 SPECIAL CONDITIONS:**

#### **2.1 TERM OF CONTRACT:**

The term of this contract will be for an initial period of three years beginning on February 1, 2007 and ending on January 31, 2010. No later than three months prior to the expiration of the initial term, the Town, in its sole discretion, may negotiate with the Contractor for an extension of the contract. This contract may be extended at the sole option of the Town Manager for additional one year periods for up to three years at the same terms and conditions as contained herein. The Town reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide the Town departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the Town shall notify the Proposer, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. **By affixing its authorized signature to the Proposal Form, the Proposer hereby acknowledges and agrees to this right.**

#### **2.2 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the proposer is awarded a contract under this proposal solicitation, the prices quoted by the proposer on the Proposal Form shall remain fixed and firm during the term of this contract; provided however, that the proposer may offer incentive discounts from this fixed price to the Town at any time during the contractual term.

#### **2.3 ADDITIONS/DELETIONS OF FACILITIES:**

Although this Solicitation identifies specific locations to be serviced, it is hereby agreed and understood that other locations may be added/deleted to/from this contract at the option of the Town. When an addition to the contract is required, successful proposer under this contract shall be invited to submit price quotes for these new locations. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible proposer meeting specifications in the best interest of the Town and a separate purchase order shall be issued by the Town.

## **2.4 MANDATORY PRE-PROPOSAL CONFERENCE:**

A MANDATORY pre-proposal conference will be held on December 7, 2006 at 2:00 P.M., EST at the Cutler Bay Town Hall, 10720 Caribbean Boulevard, suite 105, Cutler Bay Florida 33189. Only contractors with a representative in attendance at this conference will be allowed to submit a proposal. At that conference all work will be discussed and all questions answered. No questions will be answered except at the pre-proposal conference. You may submit questions in writing to be received at least three (3) days prior to the pre-proposal conference to: Erika Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189; phone: (305) 234-4262, ext. 224; fax: (305) 234-4251.

## **2.5 SITE INSPECTION:**

Prior to submitting the proposal, the proposer is required to visit the sites of the proposed work and to become familiar with any conditions which may, in any manner, affect the work to be done or affect the equipment, materials and labor required. The proposer is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

## **2.6 INSURANCE:**

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements:

1. Workmen's Compensation Insurance – statutory requirement.
2. Employer's Liability Insurance - \$1,000,000.
3. Comprehensive General Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
  - a. Bodily Injury: \$1,000,000;
  - b. Property Damage: \$500,000 each occurrence.
4. Comprehensive Automobile Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
  - a. \$1,000,000 each person;
  - b. \$1,000,000 each occurrence bodily injury;
  - c. \$500,000 each occurrence property damage;The policy must provide coverage for non-owned and hired automobiles.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The successful proposer must submit, prior to commencement of any work, a Certificate of

Insurance showing the Town of Cutler Bay as an additional insured. Contractor's insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the TOWN.

## **2.7 INDEMNIFICATION:**

The proposer shall agree to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of the proposer, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the actions of the proposer connected with the performance of the agreement, whether by act or omission of the proposer, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the Town or its agents or employees.

## **2.8 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where proposers are required to enter or go onto Town of Cutler Bay property to deliver materials or perform work or services as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and Town of Cutler Bay requirements. The proposer shall be liable for any damages or loss to the Town occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.

## **2.9 PROPOSAL DEPOSIT / PAYMENT AND PERFORMANCE BOND:**

Each proposal MUST be accompanied by a Proposal Deposit in the form of a Certified or Cashier's check in the amount of Five Thousand Dollars (\$5,000.00); (a Proposal Bond in lieu of a check will not be acceptable). Deposit of successful proposer will be retained until receipt of 100% Performance Bond.

Within ten (10) working days following notice of award by the Town, the successful proposer shall furnish to the Town of Cutler Bay, a Payment and Performance Bond in the total amount of the Cost to the Town for a one-year period (to be determined at the time of award). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay; a bond written by a surety company authorized to do business in the State of Florida that shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given to the Town of Cutler Bay. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

## **2.10 LIQUIDATED DAMAGES:**

As Task Orders are identified, substantial completion times will be mutually agreed upon between the successful contractor and the Town. Liquidated damages of \$25.00 per location not serviced in any given month, until location is completed, will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion for each Task Order.

**2.11 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the Town Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Town of Cutler Bay. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Town of Cutler Bay under Section 2.12.

**2.12 TERMINATION FOR CONVENIENCE:**

The Town Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice. If this Contract is so terminated, the Town of Cutler Bay shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**2.13 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**2.14 ATTORNEY'S FEES:**

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**2.15 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Town of Cutler Bay and Contractor, or to create any other similar relationship between the parties.

**2.16 PARTIAL INVALIDITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**2.17 SECTION HEADINGS:**

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

### **2.18 ENTIRE AGREEMENT:**

The contract consists of this Town of Cutler Bay RFP and specifically this section, Contractor's Response and any written agreement entered into by the Town of Cutler Bay and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the RFP and/or Response, then the RFP and then the Response shall control. This Contract may be modified only by a written agreement signed by the Town of Cutler Bay and Contractor.

### **2.19 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Town of Cutler Bay.

### **3.0 MINIMUM SPECIFICATIONS:**

#### **3.1 SCOPE OF WORK:**

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to complete the work outlined below.

#### **3.2 GENERAL:**

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Parks & Recreation Department Director or his designee.

Special attention shall be given to specified areas prior to national holidays and holiday weekends to ensure that the Town is at its best during these times. Contractor will verify that all required maintenance has been properly performed no more than two days in advance of holidays and holiday weekends. Special event sites may require specific days of the week for maintenance.

Contractor must make a written request and receive approval prior to the following: changing any landscape feature(s); making plant/material purchases and/or the performance of any work by sub-contractors. Insurance coverage must be supplied for all sub-contractors prior to work performance.

Contractor will ensure that at least one member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the employees name clearly identified, to be worn during working hours. Contractor's employees' clothing must be neat and clean.

Contractors are required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractors are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel.

### **3.3 LITTER/DEBRIS CONTROL:**

The Contractor shall retrieve and dispose of all litter and debris (trash, garbage, dead palm fronds, branches, etc.) for all areas subject to this contract, including the parking areas, immediately prior to mowing. Litter shall be removed entirely from the sites and disposed of, at the Contractor's expense, in accordance with Town Ordinances. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other debris.

### **3.4 MOWING:**

#### **3.4.1 Mowing – General:**

Mowing wet grass shall be avoided when at all possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. The Town reserves the right to require the Contractor to upgrade mowing equipment that does not perform to the standards as set forth herein. Mowing patterns shall be changed frequently to avoid unnecessary wear, rutting, etc. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass. Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters, curbs or other surfaces on the same day as turf is mowed. Clippings, mulch or other plant debris must be prevented from entering water features or drains and shall be removed in such a way as to not cause drift into roadways or adjacent properties. In the event that this occurs, the materials shall be removed immediately.

Mowing shall be done carefully so as not to "girdle" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the Contractor shall be held financially responsible for the replacement or repair within 48 hours of the damage occurring. In addition, the Contractor will be responsible for repair or replacement of any damage caused by Contractor's vehicles within 48 hours of the damage occurring.

Mowing frequencies may be increased or decreased due to climatic factors or as determined by the Town's Parks & Recreation Department.

#### **3.4.2 Mowing – Specifics:**

##### **a. St. Augustine & Bahia Grass:**

Mow only with a rotary mower a minimum of once per week during the growing season of April 15 through October 15 and once every two weeks from October 15 to April 15 for a total of 40 cuts per year. The cutting height shall be a minimum 2 ½" to a maximum 3" above soil level. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

##### **b. Bermuda grass (athletic fields):**

Mow only with a reel type mower a minimum of twice per week during the growing season of April 15 through October 15 and once every week from October 15 to April 15 for a total of 80 cuts per year. The cutting height shall be a minimum ¾" to a maximum 1" above soil level. One annual application of overseeding with a rye grass blend shall

be included. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf.

### **3.5 EDGING AND CLEAN-UP:**

Contractor shall trim and properly edge all shrubs and flower beds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All walks and other paved areas shall be either vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.

### **3.6 WEED CONTROL:**

Weeds are to be removed from turf areas as part of turf care operations. Weeds are to be manually or chemically removed from shrubs, hedges, ground cover and/or flower beds and tree rings.

Weeds are to be removed from walkways, pavers, curb and gutter expansion joints, along fence lines and cement noses of concrete medians with each mowing.

Contractor will use weed and feed products for killing weeds in St. Augustine grass. Contractor will use glyphosate based herbicide (i.e., Round-Up) when spraying gutters, cement medians, pavers and other paved areas.

### **3.7 SHRUBS, TREES AND PALMS MAINTENANCE:**

Shrubs and ground cover material shall be pruned a minimum of once per month to ensure the best shape, health and character of the individual plant. Shrubs and hedges shall be trimmed wider at the base and narrower at the top. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. All trimming will be accomplished in accordance with standard practices using mechanical hedge trimmers. Machetes will not be permitted for any operation. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. Pruning shall also be required from time to time to remove damaged branches from storms, disease or when blocking sight distances, etc.

On trees known to be diseased, disinfect tools after each cut and between trees.

Pruning shall include the following items:

- Dead, dying or unsightly part of the tree
- Sucker growth from the base of trees in which an exposed trunk character is desired
- Branches that grow toward the center of the tree
- Crossed branches that may rub together
- "V" crotches, if it does not ruin the appearance of the tree
- Multiple leader if the tree normally has a single stem
- Nuisance growth that interferes with the view, traffic signage, walks or lighting  
(Nuisance growth includes the removal of all dangerous thorns, spikes or appendages)

- which show potential conflict with people)
- Shape the top of small trees as needed, and all branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in a manner acceptable to the Town.

All lawn and shrub areas damaged by pruning equipment shall be restored to the Town's satisfaction and at the Contractor's expense within 48 hours of the damage occurring.

### **3.8 TREE PRUNING:**

Trees shall be pruned two (2) times per year, in May and October, or as authorized by the Parks and Recreation Director or designee. Palms shall be pruned two (2) times per year, in March and August, or as authorized by the Parks and Recreation Director or designee. Exceptions to this schedule include immediate removal of damaged, dead or diseased limbs. **Contractor and/or sub-contractor must be I.S.A. (International Society of Arboriculture) certified to perform all tree/palm maintenance.**

National Arborist Association Standard Class II selective pruning shall be used rather than "heading back" or "hat racking." All suckers and low hanging branches shall be pruned on a monthly basis or as needed. Trees must have eight feet (8') of clear trunk at all times in keeping with State, County and Town traffic engineering requirements. Palms shall be pruned to remove inflorescence (flowering or & fruiting stalks), dead fronds and/or old "boots." At no time are tree spikes to be used in pruning operations on either trees or palms. Flowering trees are to be pruned only after their bloom cycles are complete.

NOTE: All tree and palm debris, limbs and fronds will be picked up and disposed of on the day pruning is performed as well as during each mowing cycle. The cost for the removal and disposal of debris, limbs and fronds will be included in the Contractor's Proposal cost.

### **3.9 TREE REPLACEMENT:**

Removal of damaged trees and/or tree replacements shall be completed in accordance with current industry standards. New trees shall be maintained and guaranteed for a one year period. Any tree that has been replaced and dies within the guarantee period, will be replaced by the successful proposer at no cost to the Town, no later than 30 days after notification by the Town.

Please provide pricing for replacing the following trees:

- Royal Palm – 22 feet in height
- Royal Palm – 16 to 18 feet in height
- Montgomery Palm -10 to 12 feet in height
- Foxtail Palm -10 to 12 feet in height
- Live Oak – Graded "Florida Fancy" with a minimum of 6' clear trunk
- Mahogany – Graded "Florida Fancy" with a minimum of 6' clear trunk

### **3.10 CHEMICAL PEST AND DISEASE MANAGEMENT:**

#### **3.10.1 Application of Pesticides:**

The Contractor shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and diseases by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. Failure to do so shall make the Contractor financially responsible for replacement materials. The Contractor shall be fully

licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. Contractor shall provide copies of current State of Florida pesticide applicator's license with proposal documents. One. (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis. Contractor shall provide all labor, equipment and pesticides necessary for each application.

Insects in Bermuda grass shall be controlled by both curative and preventive measures. Timing shall be critical on mole cricket applications, and frequencies of application shall be as needed to successfully control their infestations. Nematode samples shall be taken at least two (2) times per year and submitted to the County Cooperative Extension Service. Action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the Parks and Recreation Director or his designee for review as soon as it is received.

### **3.10.2 Application of Herbicides:**

The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida. All applications shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored to the Town's satisfaction and at the Contractor's expense. Contractor shall contact the Parks and Recreation Director at least fourteen (14) days prior to application of herbicides.

### **3.10.3 General Use of Chemicals:**

A copy of a current Florida Certified Pesticide Applicator License must be submitted to the Town with your RFP response. Contractor must provide material safety data sheets (MSDS) for all proposed chemicals. Records will be kept and retained, as prescribed by law for the use of all pesticide operations including, but not limited to, dates, times, methods of applications, chemical formulations, applicators' names and weather conditions. Copies of all records will be submitted to the Parks and Recreation Director or designee upon completion of each application.

Chemicals shall be applied when air currents are still, using methods for the prevention of chemical drift onto adjacent properties and the prevention of any toxic exposure to all persons and animals.

Any and all soil, sod, and/or plants contaminated by chemical misuse will immediately be removed and replaced to the Town's satisfaction and at the Contractor's expense.

### **3.11 MULCH:**

Shredded mulch shall be added to all planting beds and tree rings two (2) times per year at the beginning of each season (April and October). Mulch shall be applied to a thickness of two inches (2"). Beds will be cleared of all weeds before new mulch is applied. Mulch must not contact stems, branches and/or trunks as this may cause damage to plant materials. Mulch must be kept clear of valve boxes, water meter boxes and any other irrigation components. Mulch will be provided at the Contractor's expense.

### **3.12 FERTILIZATION:**

All fertilizers used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Contractor shall have the soil tested a minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas. Copies of all soil sample results shall be provided to the Parks and Recreation Director upon receipt from the lab.

#### **3.12.1 St. Augustine Grass:**

St. Augustine turf shall be fertilized four (4) times per year at a rate of one (1) lb. of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and results of soil analysis. The approximate N:P:K ratios should be:

- One (1) application of a 5:2:1 ratio with a post-emergent weed control.
- One (1) application of a 10:1:2 ratio with insecticide
- One (1) application of a 3:1:3 ratio
- One (1) application of a 5:2:1 ratio

#### **3.12.2 Bermuda Grass:**

Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb of N per 1000 square feet. The N:P:K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N:P:K ratios should be:

- Four (4) applications of a 4:1:2 ratio
- Four (4) applications of a 4:1:7 ratio
- Four (4) applications of a 2:1:1 ratio
- Four (4) applications of a 3:1:3 ratio
- 

#### **3.12.3 Shrubs & Ground Cover:**

The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N:P:K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non water-soluble organic source.

#### **3.12.3 Trees & Palms:**

The fertilizer for all the planted trees shall meet proper horticultural standards with an N:P:K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the Parks and Recreation Director. Trees and palms shall be fertilized twice yearly, during spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. The fertilization schedule shall be provided to the Parks and Recreation Director not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved in writing by the Parks and Recreation Director.

### **3.13 AERATION AND TOPDRESSING:**

Aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass shall be performed as follows:

- Core aeration a minimum of six (6) times per year
- Spiking (slicing) once per year
- Topdressing two (2) times per year in conjunction with Spring and Fall aeration schedules.

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The Contractor shall submit a proposed schedule for these services to the Parks and Recreation Director for approval. Some flexibility must be maintained to coincide with existing league schedules.

### **3.14 IRRIGATION:**

The Contractor shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The Contractor shall be responsible for the labor and supervision to make irrigation repairs to pumps, valves, main lines, lateral lines, risers and sprinkler heads as required to keep the system operating.

The Contractor shall have thirty (30) days from the start of the performance of this Agreement to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Town. The Contractor shall make repairs as listed on the report within thirty (30) days of the date of the inspection report. The Contractor shall be responsible for the integrity of the system after this initial inspection report and initial repairs are made.

Time clocks shall be checked at least once a week or as may be required. The Contractor shall, at least twice per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced at the Contractor's expense with the same equipment and by the same manufacturer within 48 hours unless otherwise approved by the Parks and Recreation Director.

The irrigation system shall be capable of providing 1½ " of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Contractor shall be required to make all repairs within a minimum 24 hour time period or sooner if directed by the Parks and Recreation Director. Any form of damage to the irrigation system must be reported to the Parks and Recreation Director immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor.

A written irrigation schedule shall be provided by the Contractor to the Parks and Recreation

Director. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be repaired to the satisfaction of the Town and at the expense of the contractor.

### **3.15 FACILITY MAINTENANCE**

#### **3.15.1 Court Maintenance (Cutler Ridge Park & Saga Bay Park):**

The Contractor shall be responsible for normal maintenance of the basketball courts and tennis courts. This shall include the removal of all loose materials upon each mowing cycle by either sweeping, vacuuming or blowing, and the removal of excess water from rainfall or irrigation as needed.

#### **3.15.2 Baseball and Softball Fields (Franjo Park):**

The Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate, batter's box, pitcher's mounds, base paths and warning tracks. The maintenance program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The Contractor shall maintain at least ¼" of calcide or conditioner on the skinned areas at all times. The Contractor shall install home plates, pitcher's rubbers, bases, anchors, fencing and backstops that the Town shall provide. On game days, following a monthly schedule provided by the Town, the contractor shall line the fields and install equipment as needed at least one hour prior to game time. Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint. All turf areas shall be additionally maintained as further provided for herein.

#### **3.15.3 Soccer and Football Fields (Cutler Ridge Park & Bel Aire Park):**

All areas shall be inspected on a daily basis and any stones, ruts, holes, or "bowled out" areas shall be removed and/or repaired. The Contractor shall lay out and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting following a monthly schedule provided by the Town. Certified marking paint shall be used for all lines on turf areas, and more than one color paint may be required. All turf areas shall be additionally maintained as further provided for herein. All football goalposts and soccer goals shall be painted and/or repaired as requested by the Parks and Recreation Director.

#### **3.15.4 Franjo Park Facilities:**

The Contractor shall clean the maintenance building, clubhouse, all restroom facilities, water fountains, concession stand, dumpster enclosures and trash receptacles on a daily basis. The Contractor shall utilize a check-off sheet whereby employees shall sign off whenever restrooms have been inspected and cleaned. Cleaning of all areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean sanitary condition. Any graffiti shall be eradicated immediately using matching paint or graffiti remover. The Contractor shall identify and immediately report to the Parks and Recreation Director any

electrical, plumbing, roofing, painting or other repair work that is needed at the facility.

### **3.15.5 Playgrounds/Tot lots (Cutler Ridge Park & Saga Bay Park):**

On the same schedule as litter and debris control, all children's playgrounds will be maintained as follows:

Remove any and all litter, debris, leaves, trimmings, glass, etc., from the area. Remove any weeds and/or grasses within sand/mulch area and rake sand/mulch to uniformity, ensuring a proper depth of twelve (12) inches; special care will be taken at and around footings/landings. Any problems noted, i.e, lack of sufficient ground cover (sand/mulch) or damage to equipment, will be reported to the Parks and Recreation Director immediately.

### **3.15.6 Removal of Graffiti From Park Facilities:**

Graffiti will be removed from all surfaces of park facilities and equipment including, but not limited to courts, walls, dugouts, signs, playground equipment, etc. within 48 hours of notice from the Town. Removal will be through either painting over the graffiti with the existing paint color or by use of an approved graffiti remover. Extreme care shall be taken to ensure that no further damage is done to the affected surface through the application of a graffiti removal product.

### **3.16 SCHEDULING:**

Contractor shall provide each month's maintenance schedule no later the last week of the preceding month. The Town must be notified a minimum of five (5) days in advance of any change in schedule. The Town reserves the right to adjust Contractor's maintenance schedule. The maintenance schedules shall denote all tasks to be performed, including annual, bi-annual, quarterly and monthly work. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed. Contractor will be provided with inspection reports upon request.

### **3.17 HOURS OF OPERATION:**

All work will be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Work performed at any other hours will require prior written approval from Parks and Recreation Director.

### **3.18 INVOICING THE TOWN:**

Vendor shall submit a monthly invoice on the first of each month, itemizing all work performed the previous month. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed.

### **3.19 PERFORMANCE STANDARDS:**

Delays shall not be tolerated and may result in contract cancellation.

Should services be delayed beyond the time deemed by the Town to be detrimental, it is understood and agreed that the same type of service may be provided by another vendor as stipulated herein and all costs incurred on behalf of the Town will be charged to the awarded vendor and deducted from any payment otherwise due and payable.

### **3.20 CONTRACTOR'S REPRESENTATIVE:**

Proposers must submit with their proposal, the contact information (name, address and phone numbers, including cell phone and pager numbers) of person(s) to be contacted for placing an order and coordination of services. Contact information for regular hours, after hours, weekends and holidays must be included.

### **3.21 REQUIRED EQUIPMENT:**

Proposer must have sufficient numbers and types of trucks, tractors, trucksters, mowers, edgers, hedgers, trimmers, sprayers, attachments, etc. to handle the work load. Equipment must include at least one 50-foot (50') bucket truck for tree trimming. An equipment list must be submitted along with your proposal. If necessary, please indicate any necessary leasing/rental equipment required to complete the work.

### **3.22 ADDITIONAL SERVICES:**

#### **3.22.1 Additional Work/Installations:**

Turf renovations may be required if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired to the Town's satisfaction and at the Contractor's expense. The Contractor shall notify the Parks and Recreation Director in writing of any major turf renovations needed prior to commencement.

#### **3.22.2 Materials – Percentage Above Vendor Cost:**

Proposals for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

#### **3.22.3 Hourly Rate:**

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the proposer. This rate is assumed to be at straight time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

##### **a. Hourly Labor Rate I:**

Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

##### **b. Hourly Labor Rate II:**

Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

### **3.23 LOCATIONS:**

The following locations require landscape maintenance services. The Town reserves the right to add or delete properties to this list at its sole discretion.

<b>No.</b>	<b>Property Name</b>	<b>Address</b>	<b>Folio Number</b>	<b># Acres</b>
1	Bel Aire Park	18500 SW 97 Avenue	36-6005-001-0010	5.29
2	Cutler Ridge Park	10100 SW 200 Street	36-6008-011-0460 36-6008-000-0013 36-6008-003-0010	10.88
3	Franjo Park	20175 Franjo Road	36-6009-000-0020 36-6009-002-0420	5.23
4	Lincoln City Park # 2	SW 220 St. & 102 Ave.	36-6008-005-0700	1.00
5	Saga Bay Park	7900 SW 205 Street	36-6010-010-1020	5.00
6	Saga Lake Park	SW 82 Ave. & SW 198 St.	36-6010-007-0810	5.00
7	Whispering Pines Park	8800 Ridgeland Drive	36-6004-007-2860	1.36
8.a.	Saga Bay Parcel # 1	SW 203 St. & SW 83 Ave.	36-6010-007-0820	.17
8.b.	Saga Bay Parcel # 2	SW 203 St. Swale (No. side)	36-6010-001-1230	.23
8.c.	Saga Bay Parcel # 3	SW 203 St. & SW 83 Ave.	36-6010-001-1240	.08
8.d.	Saga Bay Parcel # 4	SW 203 St. Swale ( So. Side)	36-6010-001-1250	.30
8.e.	Saga Bay Parcel # 5	SW 198 St. & SW 82 Ave. (SW side)	36-6003-012-0760	.08
8.f.	Saga Bay Parcel # 6	SW 198 St. & SW 82 Ave. (NW side)	36-6003-012-0770	.16
		<b>Total Acres</b>		<b>34.78</b>

**3.24 Proposal Form**

**TOWN OF CUTLER BAY  
PROPOSAL FORM**

Deliver proposal to:  
**TOWN OF CUTLER BAY** **Landscape Maintenance**  
**Town Clerk** **RFP # 06-001**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

To be opened and publicly read, January 4, 2007 at 2:00 p.m. @ above address.

VENDOR NAME: PHONE NUMBER:  
( )

VENDOR MAILING ADDRESS: FAX NUMBER :  
( )

CITY, STATE AND ZIP CODE : TOLL FREE NUMBER:  
(800)

PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY) F.E.I.D. NUMBER:

Certified or Cashier's Check is attached, when required, in the amount of: \$ EMAIL ADDRESS:

<b>Minimum Required Work</b>	<b>Section Ref.</b>	<b>Total Annual Cost</b>
1. Complete Parks and Properties Maintenance:	3.0	\$
2. Aeration and Top-dressing of Athletic Fields:	3.13	\$
3. Fertilization:	3.12	\$
4. Tree Trimming:	3.8	\$
<b>Overall Annual Cost:</b>		<b>\$</b>
<b>Baseball &amp; Softball Field Maint.</b> (One time field set-up):	3.15.2	\$
<b>Additional Labor:</b>		
Hourly Rate I (straight time):	3.22.3	\$
Hourly Rate II (nights, weekends, holidays):		\$
<b>Parts, Supplies, Materials:</b>		
Percentage Above Vendor's Cost for Parts, Supplies & Materials:	3.22.2	%

Printed Name & Title of Authorized Representative

Signature of Authorized Representative: Date:

**3.25 TREE/PALM REPLACEMENT COST LIST:**

Cost for Installation of New or Replacement of Designated Trees and Palms per specifications:

<b>Species</b>	<b>Height</b>	<b>New Installation</b>	<b>Removal / Replacement</b>
Royal Palm	22'	\$	\$
Royal Palm	16-18'	\$	\$
Montgomery Palm	10-12'	\$	\$
Foxtail Palm	10-12'	\$	\$
Live Oak	6' Min. C.T.	\$	\$
Mahogany	6' Min. C.T.	\$	\$

THE FOLLOWING ARE REQUIREMENTS OF THIS RFP. AS INDICATED BELOW, USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement	Found in Section
✓		Attended Pre-Proposal Conference or Site Inspection	Section 2.4
✓		Proposal Bond or Proposal Deposit	Section 2.9
✓		Proposal Form completed and executed in accordance with General and Special Conditions and Minimum Specifications	Section 3.24
✓		Proposer Qualifications	Section 1.4
✓		Copies of Proposal	Section 1.5
✓		Acknowledgement of representative availability	Section 1.4
✓		Insurance	Section 2.6
✓		Licenses	Section 1.4
✓		References	Section 1.5
✓		Supplemental Documents	Section 1.5
✓		Personnel/Equipment List	Section 1.5 & 3.21

This checklist is for guidance only and does not necessarily constitute each and every requirement of this Proposal. Please read the entire Proposal thoroughly to ensure that your submission is complete.

**TAB 6**



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council

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

**Date:** November 15, 2006

**Re: APPROVAL OF AN INTERIM PARKS MAINTENANCE AGREEMENT**

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH TIP TOP ENTERPRISES, INC. FOR THE MAINTENANCE OF PARKS WITHIN THE TOWN OF CUTLER BAY FOR A PERIOD NOT TO EXCEED 60 DAYS AT AN AMOUNT NOT TO EXCEED \$15,000.00 WITH DISBURSEMENT FROM ACCOUNT NUMBER 001.572000.3400; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Upon the implementation of an operating permit with the Miami-Dade County Parks and Recreation Department, the Town will be responsible for providing for the maintenance of seven parks and six roadway parcels within the Town's boundaries. In order to provide for the maintenance of the parks, the Parks and Recreation Department has prepared a Request For Proposals (RFP) for the comprehensive maintenance of all of the Town's parks. We anticipate that the RFP process will take approximately 60 days to complete, resulting in the selection of a landscape maintenance contractor to provide these services for the Town.

In an effort to provide the proper level of maintenance for the Town's parks while the RFP process is underway, the Parks and Recreation Department would like to enlist the services of a local landscape maintenance contractor through "piggybacking" on the Village of Palmetto Bay's landscape maintenance bid. This bid resulted in the selection of Tip Top Enterprises, Inc. to perform these services. It is our intent to contract with Tip Top Enterprises for a period not to exceed 60 days to allow for the RFP process to be completed.

We believe that the attached contract will allow for first-rate maintenance of the Town's parks on an interim basis, allowing for a smooth transition to the full time maintenance of the parks.

## **RECOMMENDATION**

We recommend that the attached resolution be adopted.

Attachments:

- Proposed Resolution
- Proposed Parks Maintenance Contract

**RESOLUTION NO. 06-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TIP TOP ENTERPRISES, INC. FOR THE MAINTENANCE OF PARKS WITHIN THE TOWN OF CUTLER BAY FOR A PERIOD NOT TO EXCEED 60 DAYS AT AN AMOUNT NOT TO EXCEED \$15,000.00 WITH DISBURSEMENT FROM ACCOUNT NUMBER 001.572000.3400; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay, (“Town”) and the Town’s Parks and Recreation Department require the services of an interim landscape maintenance contractor while completing the selection process for a contractor to provide for the full time maintenance of the Town’s parks; and

**WHEREAS**, the fiscal year 2006-07 budget includes funding for contractual services including the maintenance of the Town’s park areas; and

**WHEREAS**, the Town Council deems purchases from contracts of other municipal or governmental entities in which said contracts were awarded pursuant to competitive bids based on clearly drawn specifications to comply with the requirements of the Town Charter; and

**WHEREAS**, the maintenance of the parks on an interim basis will be accomplished by “piggybacking” on a current Village of Palmetto Bay contract.

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

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

**Section 2. Contract Approved.** The attached “Interim Landscape Maintenance Agreement” between Tip top Enterprises, Inc. and the Town of Cutler Bay for a period not to exceed 60 days, in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to execute the “Interim Landscape Maintenance Agreement” between Tip Top enterprises, Inc. and the Town of Cutler Bay for a period not to exceed 60 days, in substantially the form attached hereto as Exhibit “A.”

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

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.

---

Paul S. Vrooman, Mayor

Attest:

---

Erika Gonzalez-Santamaria, CMC  
Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman \_\_\_\_\_

Vice Mayor Edwards P. MacDougall \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Timothy J. Meerbott \_\_\_\_\_

Councilmember Ernest N. Sochin \_\_\_\_\_

**INTERIM LANDSCAPE MAINTENANCE AGREEMENT  
BETWEEN THE TOWN OF CUTLER BAY  
AND TIP TOP ENTERPRISES, INC. FOR  
LANDSCAPE MAINTENANCE SERVICES**

**THIS AGREEMENT** is entered into on this      day of      , 2006 between the Town of Cutler Bay, a Florida municipal corporation, (the "TOWN") and Tip Top Enterprises, Inc., ("CONTRACTOR").

**WHEREAS**, the TOWN is in need of an interim landscape maintenance contractor while completing a Request For Proposals for full time maintenance of the TOWN's parks; and

**WHEREAS**, the maintenance of the parks on an interim basis will be accomplished by piggybacking on a current Village of Palmetto Bay contract, in accordance with purchasing procedures as outlined in TOWN Ordinance Number 06-22; and

**WHEREAS**, the TOWN desires to retain the professional services of CONTRACTOR to provide landscape maintenance services; and

**WHEREAS**, the CONTRACTOR desires to perform landscape maintenance services for the TOWN.

**ARTICLE I  
SCOPE OF SERVICES**

The CONTRACTOR agrees to:

- 1.1 Provide landscape maintenance services for the TOWN in accordance with the conditions and specifications as set forth in this agreement and any attachments and in compliance with all existing federal, state and local laws governing and regulating such activities.
- 1.2 Conduct all services as assigned by the Town Manager, or his designee, in a professional, careful and responsible manner with due regard for the TOWN's property.
- 1.3 Be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to complete work as assigned by the TOWN. The CONTRACTOR will employ and maintain, at the CONTRACTOR's sole expense, a qualified supervisor(s) located on the worksite who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the TOWN's Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the TOWN Manager or his designee.

- 1.4 Be responsible, at the CONTRACTOR's sole expense, for securing the services of and compensating all personnel or firms, as may be required, to perform the scope of services safely, adequately, and expeditiously.
- 1.5 Obtain and pay for all permits and licenses of a temporary nature necessary to deliver the scope of services as defined in this Agreement, unless otherwise stated in this Agreement.
- 1.6 The scope of services may be changed without invalidating this Agreement, providing the TOWN and CONTRACTOR mutually agree. All changes affecting the project's costs or modifications of the terms, conditions, and the scope of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the TOWN and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided.

## **ARTICLE 2**

### **FEES AND COMPENSATION**

The CONTRACTOR shall be compensated as defined and set forth in "Exhibit B" attached hereto and as set forth in this article.

- 2.1 Invoices shall be submitted in duplicate to the Town Manager, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, no more than once every thirty (30) days. Each invoice shall contain a detailed description of services provided and related fees.
- 2.2 Other than the fees provided for herein and included in Exhibit "B", the Contractor shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

## **ARTICLE 3**

### **TERM OF AGREEMENT**

- 3.1 This Agreement shall commence upon the date of execution of the Agreement and expire on or before February 15, 2007.
- 3.2 Work shall commence upon the issuance of a purchase order from the TOWN. Work shall proceed in compliance with the terms and conditions contained in the attached Exhibit "A".

## **ARTICLE 4**

### **TERMINATION OF AGREEMENT**

This Agreement may be terminated upon fifteen (15) days prior written notice from the TOWN at TOWN's sole discretion. In the event of termination by the TOWN, the CONTRACTOR shall not be entitled to any compensation other than

that earned prior to and during the notice period as above. CONTRACTOR may terminate this Agreement, at its sole discretion, by giving thirty (30) days prior written notice to the TOWN.

## **ARTICLE 5**

### **INDEPENDENT CONTRACTOR**

CONTRACTOR has control over the means and methods by which it performs the services. CONTRACTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the TOWN, and shall not attain any rights or benefits generally afforded TOWN employees; further, CONTRACTOR, its employees and agents shall not be deemed entitled to the TOWN'S worker's compensation, insurance benefits or similar laws.

## **ARTICLE 6**

### **INDEMNIFICATION CLAUSE**

CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this Agreement required of the CONTRACTOR, including personal injury, loss of life or damage to property and from and against any orders, judgment or decrees which may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof. However, nothing herein shall be deemed to indemnify TOWN for any liability or claim arising solely out of the negligent performance or failure of performance of TOWN. If applicable, CONTRACTOR shall defend, indemnify and hold harmless TOWN to the full extent authorized by Section 725.06 (2) F.S.

## **ARTICLE 7**

### **INSURANCE**

- 7.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$2,000,000.00 (two million dollars) and \$1,000,000.00 (one million dollars) property damage liability; workers compensation insurance as required by State Statute, and business automobile insurance. The CONTRACTOR'S insurance coverage shall be considered the primary carrier.
- 7.2 The Worker's Compensation insurance shall be at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition,

the policy(ies) must include: Employers' Liability at the statutory coverage amount.

- 7.3 The Business Automobile Liability shall be with minimum limits of Three Million Dollars (\$3,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned Vehicles; hired and Non-Owned Vehicles; and employers' Non-Ownership.
- 7.4 The TOWN shall be named, as an additional insured on all insurance policies the CONTRACTOR is required to provide to the fullest extent allowed by Florida law.
- 7.5 CONTRACTOR's insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the TOWN.

#### **ARTICLE 8** **MISCELLANEOUS**

All of the CONTRACTOR'S equipment utilized for this Agreement shall be:

- 8.1 In good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the TOWN.
- 8.2 Properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations.

#### **ARTICLE 9** **GENERAL CONDITIONS**

- 9.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Miami-Dade County, Florida. Each Party waives any right to trial by jury in any litigation hereunder. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 9.2 The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.



Palmetto Bay, FL  
Tel. (305) 255-8198  
Fax (305) 255-4653

- 9.10 This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
- 9.11 This Agreement shall not be assigned or sublet. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the TOWN must be through the CONTRACTOR.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

TOWN OF CUTLER BAY

BY: \_\_\_\_\_  
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.  
Town Attorney

CONTRACTOR

BY: \_\_\_\_\_

**State of Florida Notary Public**

The foregoing signature was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_by \_\_\_\_\_, who is  
personally known to me \_\_\_\_ or has produced  
\_\_\_\_\_ as identification.

Notary Public  
Signature

Seal:

My Commission Expires

## Exhibit A

### **MINIMUM SPECIFICATIONS:**

#### **1. SCOPE OF WORK:**

The CONTRACTOR shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to complete the work outlined below.

##### **1.1 GENERAL:**

No maintenance shall be performed on weekends or during holidays unless requested in writing and approved by the Parks & Recreation Department Director or his designee.

Special attention shall be given to specified areas prior to national holidays and holiday weekends to ensure that the TOWN is at its best during these times. CONTRACTOR will verify that all required maintenance has been properly performed no more than two days in advance of holidays and holiday weekends. Special event sites may require specific days of the week for maintenance.

CONTRACTOR must make a written request and receive approval prior to the following: changing any landscape feature(s); making plant/material purchases and/or the performance of any work by sub-contractors. Insurance coverage must be supplied for all sub-contractors prior to work performance.

CONTRACTOR will ensure that at least one member of each maintenance crew (preferably the supervisor) speaks English fluently. CONTRACTOR shall supply each employee with a uniform shirt with the employees name clearly identified, to be worn during working hours. CONTRACTOR's employees' clothing must be neat and clean.

CONTRACTORS are required to follow the "State of Florida Manual on Traffic Control and Safe Practices." CONTRACTORS are responsible for providing all safety gear, equipment and traffic control devices for maintenance personnel.

##### **1.2 LITTER/DEBRIS CONTROL:**

The CONTRACTOR shall retrieve and dispose of all litter and debris (trash, garbage, dead palm fronds, branches, etc.) for all areas identified in Section 3.23 including the parking areas, immediately prior to mowing. Litter shall be removed entirely from the sites and disposed of, at the CONTRACTOR's expense, in accordance with TOWN Ordinances. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other debris.

##### **1.3 MOWING:**

### **1.3.1 Mowing – General:**

Mowing wet grass shall be avoided when at all possible. Mowing will not be done when weather or conditions will result in damaged turf. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged. The TOWN reserves the right to require the CONTRACTOR to upgrade mowing equipment that does not perform to the standards as set forth herein. Mowing patterns shall be changed frequently to avoid unnecessary wear, rutting, etc. Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any missed uncut grass. Grass clippings or debris caused by mowing shall be removed from the adjacent walks, drives, gutters, curbs or other surfaces on the same day as turf is mowed. Clippings, mulch or other plant debris must be prevented from entering water features or drains and shall be removed in such a way as to not cause drift into roadways or adjacent properties. In the event that this occurs, the materials shall be removed immediately.

Mowing shall be done carefully so as not to “girdle” trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, or other facilities. Should any of the above listed damage occur, the CONTRACTOR shall be held financially responsible for the replacement or repair within 48 hours of the damage occurring. In addition, the CONTRACTOR will be responsible for repair or replacement of any damage caused by CONTRACTOR’s vehicles within 48 hours of the damage occurring.

Mowing frequencies may be increased or decreased due to climatic factors or as determined by the TOWN’s Parks & Recreation Department.

### **1.3.2 Mowing – Specifics:**

#### a. St. Augustine & Bahia Grass:

Mow only with a rotary mower a minimum of once every two weeks for the duration of the Agreement. The cutting height shall be a minimum 2 ½” to a maximum 3” above soil level. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

#### b. Bermuda grass (athletic fields):

Mow only with a reel type mower a minimum of once every week for the duration of the Agreement. The cutting height shall be a minimum ¾” to a maximum 1” above soil level. One application of overseeding with a rye grass blend shall be included. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of turf.

### **1.4 EDGING AND CLEAN-UP:**

CONTRACTOR shall trim and properly edge all shrubs and flower beds as well

as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) and beds and tree rings (soft edging) shall be edged every mowing with respect to the turf type adjacent to the edging. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours. All walks and other paved areas shall be either vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done.

### **1.5 WEED CONTROL:**

Weeds are to be removed from turf areas as part of turf care operations. Weeds are to be manually or chemically removed from shrubs, hedges, ground cover and/or flower beds and tree rings.

Weeds are to be removed from walkways, pavers, curb and gutter expansion joints, along fence lines and cement noses of concrete medians with each mowing.

CONTRACTOR will use weed and feed products for killing weeds in St. Augustine grass. CONTRACTOR will use glyphosate based herbicide (i.e., Round-Up) when spraying gutters, cement medians, pavers and other paved areas.

### **1.6 SCHEDULING:**

CONTRACTOR shall provide each month's maintenance schedule no later the last week of the preceding month. The TOWN must be notified a minimum of five (5) days in advance of any change in schedule. The TOWN reserves the right to adjust CONTRACTOR's maintenance schedule.

The maintenance schedules shall denote all tasks to be performed, including annual, bi-annual, quarterly and monthly work. All work will be inspected following scheduled maintenance. The cost of any task not performed or performed incompletely will be deducted from the invoice from which it is billed. CONTRACTOR will be provided with inspection reports upon request.

### **1.7 HOURS OF OPERATION:**

All work will be performed between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Work performed at any other hours will require prior written approval from Parks and Recreation Director.

### **1.8 PERFORMANCE STANDARDS:**

Delays shall not be tolerated and may result in contract cancellation.

Should services be delayed beyond the time deemed by the TOWN to be detrimental, it is understood and agreed that the same type of service may be

provided by another vendor as stipulated herein and all costs incurred on behalf of the TOWN will be charged to the awarded vendor and deducted from any payment otherwise due and payable.

### **1.9 REQUIRED EQUIPMENT:**

CONTRACTOR must have sufficient numbers and types of trucks, tractors, trucksters, mowers, edgers, hedgers, trimmers, sprayers, attachments, etc. to handle the work load. Equipment must include at least one 50-foot (50') bucket truck for tree trimming. An equipment list must be submitted along with your bid. If necessary, please indicate any necessary leasing/rental equipment required to complete the work.

### **1.10 ADDITIONAL SERVICES:**

#### **1.10.1 Additional Work/Installations:**

Turf renovations may be required if conditions warrant such a procedure and will be performed at an extra charge. Conditions which warrant renovation include areas thinned out; damaged turf resulting from natural burnout, traffic; any area which has become noticeably depressed below the average grade of the other turf; or if the area becomes unsightly. Proper watering, fertilization and pest management shall be critical during and after renovation. Any irrigation damaged because of turf renovation shall be repaired to the TOWN's satisfaction and at the CONTRACTOR's expense. The CONTRACTOR shall notify the Parks and Recreation Director in writing of any major turf renovations needed prior to commencement.

CONTRACTOR shall not perform any additional services without receiving prior written approval from the Parks and Recreation Director. Any additional work performed by the CONTRACTOR without receiving prior written approval will be considered to have been performed by the CONTRACTOR at no extra charge to the TOWN.

#### **1.10.2 Materials – Percentage Above Vendor Cost:**

Request for payment for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

#### **1.10.3 Irrigation:**

The CONTRACTOR shall be responsible for the operation and maintenance of the irrigation system, and for setting and adjusting the time clocks to ensure proper watering of all plant material, turf and landscaping.

The CONTRACTOR shall be responsible for the labor and supervision to make irrigation repairs to pumps, valves, main lines, lateral lines, risers and sprinkler heads as required to keep the system operating.

Time clocks shall be checked at least once a week or as may be required. The CONTRACTOR shall, at least twice per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the CONTRACTOR's operation shall be replaced at the CONTRACTOR's expense with the same equipment and by the same manufacturer within 48 hours unless otherwise approved by the Parks and Recreation Director.

The irrigation system shall be capable of providing 1½ " of water to all turf and shrub beds each week or as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The CONTRACTOR shall be required to make all repairs within a minimum 24 hour time period or sooner if directed by the Parks and Recreation Director. Any form of damage to the irrigation system must be reported to the Parks and Recreation Director immediately upon discovery.

Irrigation must be performed as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.

A written irrigation schedule shall be provided by the CONTRACTOR to the Parks and Recreation Director. The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be repaired to the satisfaction of the TOWN and at the expense of the CONTRACTOR.

#### **1.10.4 Facility Maintenance**

**a. Court Maintenance (Cutler Ridge Park & Saga Bay Park):**

The CONTRACTOR shall be responsible for normal maintenance of the basketball courts and tennis courts. This shall include the removal of all loose materials upon each mowing cycle by either sweeping, vacuuming or blowing, and the removal of excess water from rainfall or irrigation as needed.

**b. Baseball and Softball Fields (Franjo Park):**

The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate, batter's box, pitcher's mounds, base paths and warning tracks. The maintenance program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The CONTRACTOR shall maintain at least ¼" of calclde or conditioner on the skinned areas at all times. The CONTRACTOR shall install home plates, pitcher's rubbers, bases, anchors, fencing and backstops that the

TOWN shall provide. On game days, following a monthly schedule provided by the TOWN, the CONTRACTOR shall line the fields and install equipment as needed at least one hour prior to game time. Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint. All turf areas shall be additionally maintained as further provided for herein.

**c. Soccer and Football Fields (Cutler Ridge Park & Bel Aire Park):**

All areas shall be inspected on a daily basis and any stones, ruts, holes, or “bowled out” areas shall be removed and/or repaired. The CONTRACTOR shall lay out and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the CONTRACTOR shall be responsible for all field layout and painting following a monthly schedule provided by the TOWN. Certified marking paint shall be used for all lines on turf areas, and more than one color paint may be required. All turf areas shall be additionally maintained as further provided for herein. All football goalposts and soccer goals shall be painted and/or repaired as requested by the Parks and Recreation Director.

**d. Franjo Park Facilities:**

The CONTRACTOR shall clean the maintenance building, clubhouse, all restroom facilities, water fountains, concession stand, dumpster enclosures and trash receptacles on a daily basis. The CONTRACTOR shall utilize a check-off sheet whereby employees shall sign off whenever restrooms have been inspected and cleaned. Cleaning of all areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean sanitary condition. Any graffiti shall be eradicated immediately using matching paint or graffiti remover. The CONTRACTOR shall identify and immediately report to the Parks and Recreation Director any electrical, plumbing, roofing, painting or other repair work that is needed at the facility.

**e. Playgrounds/Tot lots (Cutler Ridge Park & Saga Bay Park):**

On the same schedule as litter and debris control, all children’s playgrounds will be maintained as follows:

Remove any and all litter, debris, leaves, trimmings, glass, etc., from the area. Remove any weeds and/or grasses within sand/mulch area and rake sand/mulch to uniformity, ensuring a proper depth of twelve (12) inches; special care will be taken at and around footings/landings. Any problems noted, i.e, lack of sufficient ground cover (sand/mulch) or damage to equipment, will be reported to the Parks and Recreation Director immediately.

**f. Removal of Graffiti From Park Facilities:**

Graffiti will be removed from all surfaces of park facilities and equipment including, but not limited to courts, walls, dugouts, signs, playground equipment, etc. within 48 hours of notice from the TOWN. Removal will be through either painting over the graffiti with the existing paint color or by use of an approved

graffiti remover. Extreme care shall be taken to ensure that no further damage is done to the affected surface through the application of a graffiti removal product.

**1.10.5 Hourly Rate:**

The CONTRACTOR shall provide an hourly rate for the additional services listed in this Section that shall include full compensation for labor, equipment use, travel time, and any other cost to the CONTRACTOR for the provision of the additional services. This rate is assumed to be at straight time for all labor, except as otherwise noted. Hourly labor rates are specified as follows:

a. Hourly Labor Rate I:

Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

b. Hourly Labor Rate II:

Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

### **1.11 LOCATIONS:**

The following locations require landscape maintenance services. The TOWN reserves the right to add or delete properties to this list at its sole discretion.

<b>No.</b>	<b>Property Name</b>	<b>Address</b>	<b>Folio Number</b>	<b># Acres</b>
1	Bel Aire Park	18500 SW 97 Avenue	36-6005-001-0010	5.29
2	Cutler Ridge Park	10100 SW 200 Street	36-6008-011-0460 36-6008-000-0013 36-6008-003-0010	10.88
3	Franjo Park	20175 Franjo Road	36-6009-000-0020 36-6009-002-0420	5.23
4	Saga Bay Park	7900 SW 205 Street	36-6010-010-1020	5.00
5	Saga Lake Park	SW 82 Ave. & SW 198 St.	36-6010-007-0810	5.00
6	Whispering Pines Park	8800 Ridgeland Drive	36-6004-007-2860	1.36
7.a.	Saga Bay Parcel # 1	SW 203 St. & SW 83 Ave.	36-6010-007-0820	.17
7.b.	Saga Bay Parcel # 2	SW 203 St. Swale (No. side)	36-6010-001-1230	.23
7.c.	Saga Bay Parcel # 3	SW 203 St. & SW 83 Ave.	36-6010-001-1240	.08
7.d.	Saga Bay Parcel # 4	SW 203 St. Swale ( So. Side)	36-6010-001-1250	.30
7.e.	Saga Bay Parcel # 5	SW 198 St. & SW 82 Ave. (SW side)	36-6003-012-0760	.08
7.f.	Saga Bay Parcel # 6	SW 198 St. & SW 82 Ave. (NW side)	36-6003-012-0770	.16
		<b>Total Acres</b>		<b>33.78</b>

### Exhibit B

No.	Property Name	# Acres	Cost Per Acre	Cost Per Cycle	Maximum # of Cycles	Total Cost
1	Bel Aire Park	5.29	\$45.00	\$238.05	8	\$1,904.40
2	Cutler Ridge Park	10.88	\$45.00	\$489.60	8	\$3,916.80
3	Franjo Park	5.23	\$45.00	\$235.35	8	\$1,882.80
4	Saga Bay Park	5.00	\$45.00	\$225.00	8	\$1,800.00
5	Saga Lake Park	5.00	\$45.00	\$225.00	8	\$1,800.00
6	Whispering Pines Park	1.36	\$45.00	\$61.20	8	\$489.60
7.a.	Saga Bay Parcel # 1	.17	\$45.00	\$7.65	8	\$61.20
7.b.	Saga Bay Parcel # 2	.23	\$45.00	\$10.35	8	\$82.80
7.c.	Saga Bay Parcel # 3	.08	\$45.00	\$3.60	8	\$28.80
7.d.	Saga Bay Parcel # 4	.30	\$45.00	\$13.50	8	\$108.00
7.e.	Saga Bay Parcel # 5	.08	\$45.00	\$3.60	8	\$28.80
7.f.	Saga Bay Parcel # 6	.16	\$45.00	\$7.20	8	\$57.60
	<b>Total Acres</b>	<b>33.78</b>		<b>\$1520.10</b>		<b>\$12,160.80</b>

**TAB 7**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING AN ASSESSMENT LIEN RESEARCH FEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, from time to time, the Town receives requests to research assessment lien information; and

**WHEREAS**, the Town Manager recommends that the Town Council adopt a fee consistent with the fees assessed by other municipalities for this service.

**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. Fees Adopted.** The Town Clerk shall assess the following fees for each lien research request:

- \$50.00 for regular service
- \$100.00 for same day service

**Section 3. Severability.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution 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 Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

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

PASSED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ SANTAMARIA, CMC  
Town Clerk

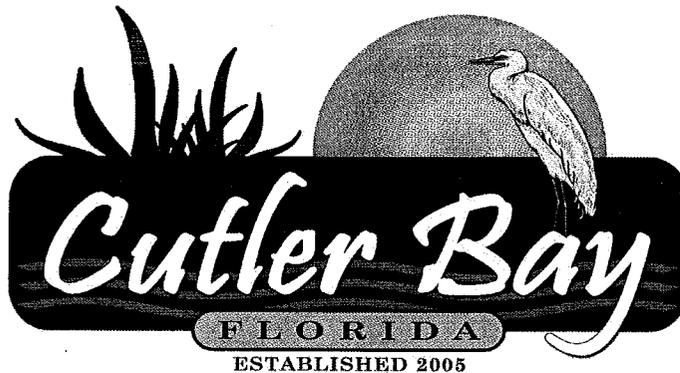
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

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

FINAL VOTE AT ADOPTION:

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

TAB 8



**MEMORANDUM**

**To:** Steven Alexander, Town Manager

**From:** Don O'Donniley, Town Planning Director *DOR*

**Date:** November 15, 2006

**Re:** Request for Final Plat approval for Cutler Country Estates

**Applicants:** Naroca Development LLC

**Application No.:** 06-021

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**REQUEST:**

The applicant: Naroca Development LLC is requesting Final Plat approval for property located between SW 80<sup>th</sup> and 82<sup>nd</sup> Avenues and between SW 187<sup>th</sup> Street and SW 187<sup>th</sup> Terrace containing 4.26 acres gross (3.78 acres net)

**RECOMMENDATION:**

It is recommended that the Town Council **approve** the request for Final Plat (T-22223).

County and Town staff have reviewed the final plat, and recommend approval of the final plat because all of the requirements of Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code have been fulfilled.

**Concurrency**

Concurrency has been reviewed by the County which has reserved sufficient capacity for this Final Plat approval. Existing sewer and water lines will be used to serve this property.

Access

The site will be accessed by the existing and improved roadways as required by the plat conditions

**RECOMMENDATION:**

**Approval**

**CONDITIONS:**

None

Attachments

Legal Description  
Plat Compliance Letter and Plat  
Land Use Map  
Zoning Map  
Location Maps  
Hearing Notice

**EXHIBIT "A"**

Cutler Country Estates

Legal Description:

The North 1/2 of the South 1/2 of Lot 5, in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida, in Perrine Grant Subdivision, as recorded in Plat Book 4, at Page 10, Public Records of Miami-Dade County, Florida,

less the North 1/3 of the West 1/3 of the South 1/2 of Lot 5, Perrine Grant Subdivision lying in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida less the North 25 feet and less the West 35 feet thereof, as recorded in Plat Book 4, at Page 10, of the Public Records of Miami-Dade County, Florida.

And

the North 1/3 of the West 1/3 of the South 1/2 of Lot 5, in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida, in Perrine Grant Subdivision, as recorded in Plat Book 4, at Page 10, Public Records of Miami-Dade County, Florida less the North 25 feet and less the West 35 feet thereof.

**RESOLUTION NO. 06-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING FINAL PLAT APPROVAL FOR CUTLER COUNTRY ESTATES, GENERALLY LOCATED NORTH OF S.W. 187TH TERRACE, WEST OF S.W. 80TH AVENUE, SOUTH OF S.W. 187TH STREET, AND EAST OF S.W. 82ND AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A;" CONSISTING OF 12 SINGLE FAMILY HOMES ON APPROXIMATELY 4.26 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Naroca Development LLC (the "Applicant") submitted an application to the Town of Cutler Bay (the "Town") for approval of a final plat attached as Exhibit "B," for property legally described in Exhibit "A;" and

**WHEREAS**, the provisions of Chapter 28 "Subdivisions" of the Miami-Dade County Code of Ordinances (the "County Code") regulates the subdivision of land in both the incorporated and unincorporated areas of the County; and

**WHEREAS**, Town staff has reviewed the final plat, and has recommended approval of the final plat because all of the requirements of Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code have been fulfilled; and

**WHEREAS**, public notice was provided in accordance with law; and

**WHEREAS**, the Town Council finds that the proposed final plat is consistent with the Miami-Dade County Comprehensive Development Master Plan, which now functions as the Town's Comprehensive Plan.

**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.**     **Approval of Final Plat.** Pursuant to the requirements set forth in Chapter 28 "Subdivisions," Section 28-8 "Plats and Platting—Final Plat," of the County Code, the requested final plat, attached hereto as Exhibit "B," is hereby approved.

**Section 3.**     **Violation.** The Miami-Dade County Code of Ordinances, as applicable to the Town, functions as the Town's Code of Ordinances (the "Town Code"). Failure to adhere to the terms of approval shall be considered a violation of the Town Code. Persons found violating the approval shall be subject to the penalties prescribed by the Town Code including, but not limited to, the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town before it may

commence construction or operation, and this Resolution may be revoked by the Town Council at any time upon a determination that Applicant is not in compliance with the Town Code.

**Section 4. Recording.** The Town, or the Applicant if so requested by the Town Clerk, shall record this Resolution at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

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

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PAUL VROOMAN, MAYOR

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ SANTAMARIA, CMC  
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 Vrooman \_\_\_\_\_

Vice Mayor Ed MacDougall \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell

\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

Cutler Country Estates:

The North 1/2 of the South 1/2 of Lot 5, in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida, in Perrine Grant Subdivision, as recorded in Plat Book 4, at Page 10, Public Records of Miami-Dade County, Florida,

less the North 1/3 of the West 1/3 of the South 1/2 of Lot 5, Perrine Grant Subdivision lying in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida less the North 25 feet and less the West 35 feet thereof, as recorded in Plat Book 4, at Page 10, of the Public Records of Miami-Dade County, Florida.

And

the North 1/3 of the West 1/3 of the South 1/2 of Lot 5, in the Northeast 1/4 of Section 3, Township 56 South, Range 40 East, Miami-Dade County, Florida, in Perrine Grant Subdivision, as recorded in Plat Book 4, at Page 10, Public Records of Miami-Dade County, Florida less the North 25 feet and less the West 35 feet thereof.



Public Works Department  
111 NW 1st Street • Suite 1610  
Miami, Florida 33128-1970  
T 305-375-1925 F 305-375-2373

miamidade.gov

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements Construction Coordination
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Assessment Center
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraiser
- Public Library System
- Public Works**
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

September 6, 2006

Mr. Steven Alexander  
Town Manager  
Cutler Bay, FL

RE: CUTLER COUNTRY ESTATES (T-22223)

Dear Mr. Alexander:

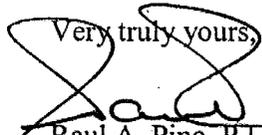
Please be advised that Naroca Development, LLC, a Florida limited liability company, has complied with the requirements of this office as they relate to platting.

The plat has been reviewed for compliance with Chapter 28 of the Miami-Dade County Code and Chapter 177 of the Florida Statutes by a Professional Surveyor and Mapper employed by Miami-Dade County, in accordance with Section 177.081(1) of the Florida Statutes..

Before the plat can be considered for recordation, we will require the City approval, a certified copy of the City resolution approving the plat and an update of the opinion of title from the developer.

Once we receive the above items, we will have the Director of Miami-Dade County Public Works Department signature added to the plat before recordation.

If you have any questions, please call me at (305) 375-2112 or Jorge Ubieta, Jr., P.S.M. at (305) 375-2141.

Very truly yours,  
  
Raul A. Pino, P.L.S., Chief  
Land Development Division

cc: Chad Friedman

RAP/JU/la

*Delivering Excellence Every Day*

# CUTLER COUNTRY ESTATES

A REPLAT OF LOT 5 OF PERRINE GRANT SUBDIVISION, PLAT BOOK 4 PAGE 10, IN SECTION 3, TOWNSHIP 56 SOUTH, RANGE 40 EAST MIAMI DADE COUNTY, FLORIDA, TOWN OF CUTLER BAY JANUARY 2006



MANUEL LEJUNE, P.E.S.M.  
PROFESSIONAL SURVEYOR AND MAPPING ENGINEER  
6600 S.W. 8th STREET, SUITE 202, MIAMI, FLORIDA 33144  
PHONE: (305) 551-2506 FAX: (305) 551-2502

RENNINGS CUTLER ESTATES SECTION THREE, PARCEL P12 PG 91  
CUTLER COUNTRY GROVES FIRST ADDITION, PARCEL P144 PG 7

SW 18TH STREET  
SW 82ND AVENUE  
SW 80TH AVENUE  
CUTLER COUNTRY ESTATES  
CUTLER COUNTRY GROVES FIRST ADDITION

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SW 80TH AVENUE  
CUTLER COUNTRY ESTATES  
CUTLER COUNTRY GROVES FIRST ADDITION

PLAT BOOK PAGE SHEET 1 OF 1

KNOW ALL MEN BY THESE PRESENTS: THAT MARCO DEVELOPMENT, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED TO BE MADE THIS RE-PLAT ENTITLED: CUTLER COUNTRY ESTATES THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

**LEGAL DESCRIPTION:**  
THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 5, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 4, PAGE 10, PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

**MIAMI-DADE COUNTY/PLAT RESTRICTIONS:**  
THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 5, IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 4, PAGE 10, PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

**OWNERS PLAT RESTRICTIONS:**  
THAT THE UTILITY EASEMENT AS SHOWN ON THE ATTACHED PLAT IS HEREBY RESTORED FOR THE INSTALLATION AND MAINTENANCE OF THE PUBLIC UTILITIES.

**IN WITNESS WHEREOF:**  
THAT MARCO DEVELOPMENT, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE MADE FOR AND BY ITS OFFICER, BY ITS MANAGING MEMBER, AND ITS COMPANY SEAL TO BE APERCUSSOR-WITNESSED.

**ACKNOWLEDGEMENT:**  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

**MORTGAGE:**  
ALL MEN BY THESE PRESENTS, BANK UNITED, FSB, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR ON ITS BEHALF BY ITS SENIOR VICE PRESIDENT AND ITS CORPORATE SEAL TO BE REPLEATED AND ATTESTED BY ITS VICE PRESIDENT.

**ACKNOWLEDGEMENT:**  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

**MIAMI-DADE COUNTY APPROVALS:**  
THE RE-PLAT TO CERTIFY THAT THIS PLAT APPEARS TO CONFORM TO ALL OF THE REQUIREMENTS OF CHAPTER 224 OF THE FLORIDA STATUTES, IN ACCORDANCE WITH SECTION 171.081(7) OF THE FLORIDA STATUTES.

**TOWN OF CUTLER BAY APPROVAL:**  
THIS PLAT WILL NOT RESULT IN A REDUCTION IN THE LEVEL OF SERVICES FOR THE PURPOSES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAT MAP.

**RECORDING STATEMENT:**  
THIS PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN ACCORDANCE WITH SECTION 171.081(7) OF THE FLORIDA STATUTES.

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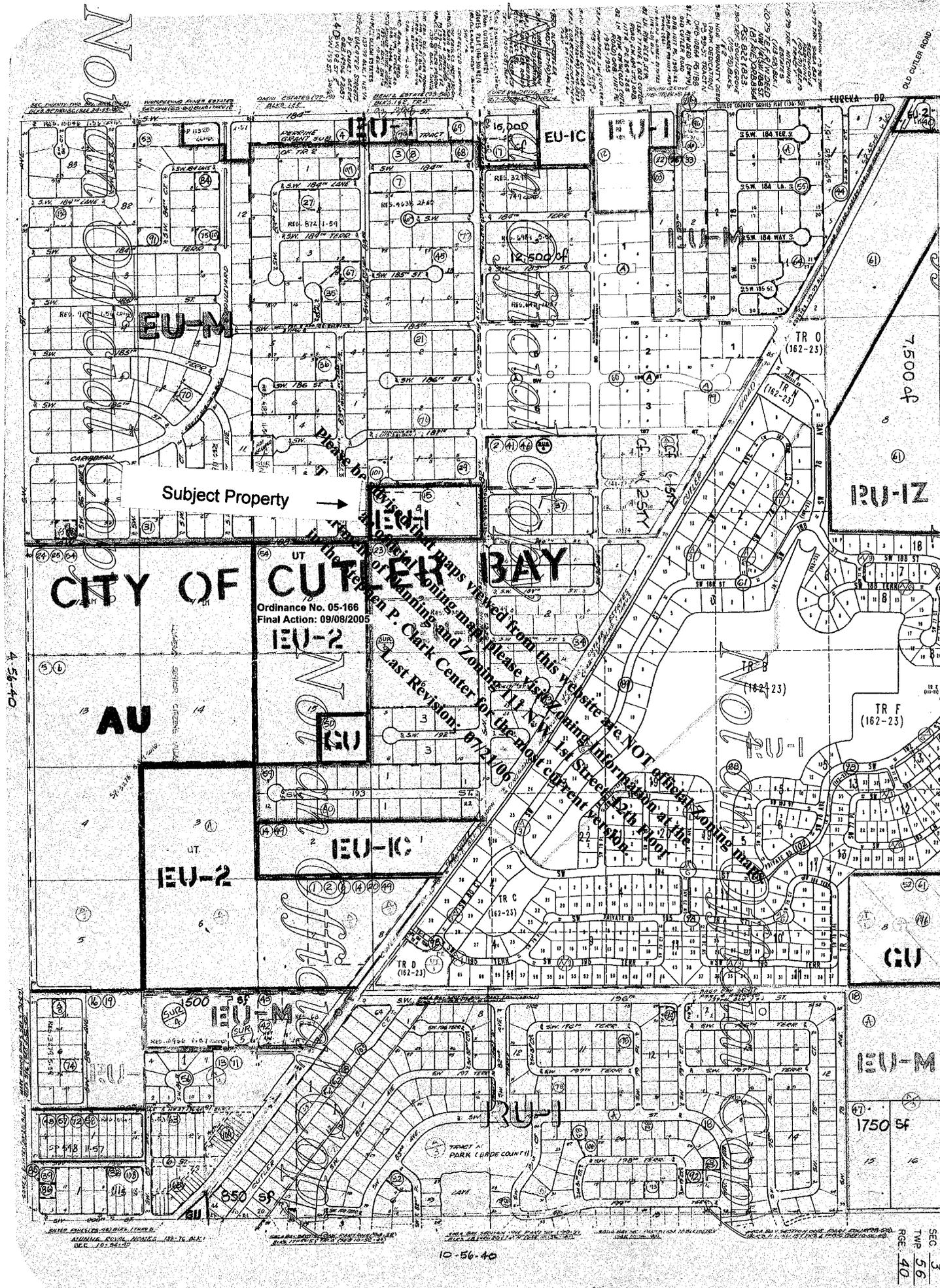
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Subject Property →



Subject Property →

Ordinance No. 05-186  
Final Action: 09/08/2005

Official maps viewed from this website are NOT official zoning maps. Please visit the Planning Department website for the most current zoning maps. Last Revision: 07/21/06

4-56-40

11-56-40

SEC 3  
TWP 56  
RGE 40

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**



**Property Information Map**



Digital Orthophotography - 2006

0 — 133 ft

This map was created on 11/1/2006 2:34:13 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



**Close**

**Summary Details:**

Folio No.:	36-6003-001-0059
Property:	
Mailing Address:	NAROCA DEV LLC 5601 SW 103 CT MIAMI FL 33173-2863

**Property Information:**

Primary Zone:	2100 SINGLE FAMILY RESIDENCE
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	149,400 SQ FT
Year Built:	0
Legal Description:	3 56 40 3.430 AC M/L PERRINE GRANT SUB PB 4- 10 N1/2 OF S1/2 OF LOT 5 LESS N1/3 OF W1/3 OF S1/2 OF LOT 5 IN NE1/4 LESS W35FT & LESS N25FT FOR R/W

**Sale Information:**

Sale O/R:	23258-2768
Sale Date:	4/2005
Sale Amount:	\$1,734,000

**Assessment Information:**

Year:	2006
Land Value:	\$1,344,600
Building Value:	\$0
Market Value:	\$1,344,600
Assessed Value:	\$1,344,600
Total Exemptions:	\$0
Taxable Value:	\$1,344,600
Past Assessment:	30-6003-001-0059

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**



**Property Information Map**



Digital Orthophotography - 2006

0 ——— 133 ft

This map was created on 11/1/2006 2:34:47 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



**Close**

**Summary Details:**

Folio No.:	36-6003-001-0060
Property:	18701 SW 82 AVE
Mailing Address:	NAROCA DEV LLC 5601 SW 103 CT MIAMI FL 33173-2863

**Property Information:**

Primary Zone:	2100 SINGLE FAMILY RESIDENCE
CLUC:	0001 RESIDENTIAL- SINGLE FAMILY
Beds/Baths:	4/3
Floors:	2
Living Units:	1
Adj Sq Footage:	3,775
Lot Size:	36,150 SQ FT
Year Built:	1967
Legal Description:	3 56 40 .83 AC M/L PERRINE GRANT SUB PB 4-10 N1/3 OF W1/3 OF S1/2 OF LOT 5 IN NE1/4 LESS N25FT & LESS W35FT THEREOF OR 18406-1779 1098 4 (2)

**Sale Information:**

Sale O/R:	23258-2768
Sale Date:	4/2005
Sale Amount:	\$1,734,000

**Assessment Information:**

Year:	2006
Land Value:	\$192,105
Building Value:	\$98,432
Market Value:	\$290,537
Assessed Value:	\$290,537
Total Exemptions:	\$0
Taxable Value:	\$290,537
Past Assessment:	30-6003-001-0060

**Hearing Number:** 06-021

**Applicant Name:** Naroca Development LLC

**Location:** Between SW 80<sup>th</sup> and 82 Avenues and between SW 187<sup>th</sup> Street and SW 187<sup>th</sup> Terrace

**Size of property:** 4.26 acres gross (3.78 acres net)

**Request:** Final Plat Approval for Cutler Country Estates

**Hearing Location:** South Dade Government Center, 2<sup>nd</sup> Floor, 10710 SW 211 Street

**Hearing Date:** November 15, 2006

**Hearing Time:** 7:00 p.m.

Plans are on file with the Town and may be examined at Town Hall. These plans may be modified at the public hearing.

**TAB 9**



## MEMORANDUM

**To: Steven Alexander, Town Manager**

**From: Don O'Donniley, AICP, Planning Director** *DOO*

**Date: November 15, 2006**

**Re: SS Falls Investments LLC  
Rezone From EU-1 to EU-M**

**Application No. 06-13**

---

### REQUEST:

EU-1 (One-Acre Estate District) to EU-M (Modified Estate District)

### **Parcel Information and Legal Description:**

The request encompasses two parcels totaling approximately 4.38 acres in size bounded by SW 187<sup>th</sup> Terrace to the north, SW 82<sup>nd</sup> Avenue to the east, SW 188<sup>th</sup> Street to the south and the east property lines of the residences abutting SW 83<sup>rd</sup> Place.

Or as further described:

The East ½ of the South 323 feet of the South ½ of Lot 8, in PERRINE GRANT SUBDIVISION, of the NW ¼ of Section 3, Township 56 South, Range 40 East, less the East 35 feet and the South 25 feet, Plat Book 4, Page 10.

Size: 2.07 acres

Location: 8201 SW 188<sup>th</sup> Street, Town of Cutler Bay

Folio: 36-6003-001-0131

SS Falls

06-13

11/15/06

and

The West ½ of the South 323 feet of the South ½ of Tract 8, less the South 25 feet thereof, in PERRINE GRANT SUBDIVISION, of the Northwest ¼ of Section 3, Township 56 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 4, at Page 10, of the Public Records of Miami-Dade County, Florida

Size: 2.31 acres

Location: 8295 SW 188<sup>th</sup> Street, Town of Cutler Bay

Folio: 36-6003-001-0140

## **BACKGROUND AND ANALYSIS:**

### **Background**

SS Falls Investments LLC filed a request for a District Boundary Change (Rezoning) from EU-1 to EU-M for the eastern parcel on October 4, 2005. Subsequent to that action the applicant purchased the western parcel (Warranty Deed attached) and has amended the application to include said parcel.

The last action on these parcels was in 1969 when they were rezoned from EU-1C (Single-Family Two and one Half Acre Estate District) to EU-1.

The surrounding properties are zoned EU-M, except to the southwest which is zoned EU-2 but is part of the East Ridge Retirement Village. Both the east and west parcels are improved with single family residences as are the properties to the north, east and west. The property to the south is currently undeveloped.

### **Analysis**

#### **1. Consistency with the Comprehensive Development Master Plan**

The Adopted 2005 and 2015 Land Use Plan designates the subject properties as **Estate Density Residential**. This density range is typically characterized by detached estates, which utilize only a small portion of the total parcel. Clustering, and a variety of housing types may, however, be authorized. The residential densities allowed in this category shall range from a minimum of 1.0 to a maximum of 2.5 dwelling units per gross acre.

This application is **consistent** with the Town Comprehensive Development Master Plan and the Land Use designation of the surrounding properties.

#### **2. Zoning**

The following Sections of the Town Zoning Code are relevant to this request.

## **Chapter 33 Zoning Code of the Town of Cutler Bay**

### **Article XX. EU-M, ESTATE MODIFIED DISTRICT**

#### **Section 224. Uses permitted**

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, reconstructed, moved or structurally altered or maintained for any purpose in an EU-M District, unless otherwise provided for, except for one (1) or more of the following uses:

- (1) Every use as a one (1) family residence, including every customary use not inconsistent therewith, and including guest house, private garage or garages and apartment designed for servants' quarters only, not over one (1) story in height.
- (2) Noncommercial boat piers on slips for docking of private watercraft under same conditions as in an RU-1 District.
- (3) A group home shall be permitted in a dwelling unit provided:
  - (a) That the total number of resident clients on the premises not exceed six (6) in number.
  - (b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of said licensure no later than the time of home occupancy.
  - (c) That the structure used for a group home shall be located at least one thousand (1,000) feet from another existing, unabandoned legally established group home. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.
- (4) Reserved.

#### **Section 225. Area, frontage and depth of lots**

- (a) In any area zoned EU-M the minimum area of each site or lot shall be not less than fifteen thousand (15,000) square feet, having a minimum frontage of one hundred twenty (120) feet, and a minimum depth of one hundred fifteen (115) feet.
- (b) Where lots in a subdivision have been platted or a lot has been deeded and recorded with a minimum frontage of less than one hundred twenty (120) feet, but having a frontage of at least one hundred (100) feet and an area of at least fifteen thousand (15,000) square feet prior to July 18, 1957, the site shall be deemed conforming, if the property concerned was zoned LRU prior to July 18, 1957.

## Section 311. Town of Cutler Bay Town Council – Authority and Duties

[The following summarizes the intent of this Section as it relates to factors in considering a rezoning]

The Town Council shall take into consideration, among other things, the extent to which:

(1) The development permitted by the application, if granted, conforms to the Comprehensive Development Master Plan for the Town of Cutler Bay, Florida; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;

***The application is consistent with the CDMP.***

(2) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of the Town of Cutler Bay, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development;

***The approval of this request will not have an adverse impact on the environmental and natural resources of the Town.***

(3) The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the Town of Cutler Bay;

***The approval of this request will not have an adverse impact on the economy of the Town.***

(4) The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;

***The approval of this request will not have an adverse impact on the majority of the necessary public facilities.***

(5) The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

***The approval of this request will not have an adverse impact on the necessary public transportation facilities.***

This request is **consistent** with the current zoning of the surrounding properties.

At the time of application for site development the applicant shall be required to adhere to the minimum lot size requirements, unless a variance from the Town Code is requested and approved. Currently, based on the parcel size of 4.38 acres, approximately 10 dwelling units would be allowed.

### **3. Environmental Resources Management**

#### **Potable Water Supply and Wastewater Disposal:**

Public water and sanitary sewers can be made available to the subject property. Therefore, connection of the proposed development to said systems shall be required in accordance with Code requirements.

Existing public water and sewer facilities and services meet the Level of Service (LOS) standards set forth in the Comprehensive Development Master Plan. Furthermore, the proposed development order, if approved, will not result in a reduction in the LOS standards subject to compliance with the conditions required by DERM for this proposed development order.

Notwithstanding the foregoing, in light of the fact that the County's sanitary sewer system has limited sewer collection, transmission, and treatment capacity, no new sewer service connections can be permitted, unless there is adequate capacity to handle additional flows. Consequently, final development orders for this site may not be granted if adequate capacity in the system is not available.

#### **Stormwater Management:**

A Surface Water Management Individual Permit from DERM shall be required for the construction and operation of the required surface water management system. This permit shall be obtained prior to site development, final plat or public works approval of paving and drainage plans. The applicant shall contact DERM (305-372-6789) for further information regarding permitting procedures and requirements.

All stormwater shall be retained on site utilizing properly designed seepage or infiltration drainage structures. Drainage must be provided for the 5-year/1-day storm event with full on-site retention of the 25-year/3-day storm. Pollution Control devices shall be required at all drainage inlet structures.

Site grading and development shall comply with the requirements of Chapter 11C of the Code.

Any proposed development shall comply with County and Federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in LOS standards for flood protection set forth in the CDMP subject to compliance with the conditions required by DERM for this proposed development order.

**Wetlands:**

Although the subject property is located within a designated wetland basin, the subject property does not contain jurisdictional wetlands as defined by Chapter 24-5 of the Code. Therefore a Class IV Wetland Permit will not be required.

The applicant is advised that permits from the Army Corps of Engineers (305-526-7181), the Florida Department of Environmental Protection (561-681-6600) and the South Florida Water Management District (800-432-2045) may be required for the proposed project. It is the applicant's responsibility to contact these agencies.

**Tree Preservation:**

The subject property contains tree resources; Section 24-49 of the Code requires the preservation of tree resources. A Miami-Dade County tree removal permit is required prior to the removal or relocations of any trees. A tree survey showing all the tree resources on-site will be required prior to reviewing the tree removal permit application. The applicant is advised to contact DERM staff for permitting procedures and requirements prior to development of site and landscaping plans.

**Enforcement History:**

DERM has reviewed the permits and enforcement database and the enforcement case tracking system and has found no open or closed formal enforcement records for the subject properties identified in the subject application.

**Concurrency Review Summary:**

A concurrency review for this application has been completed and it has been determined that the same meets all applicable LOS standards for an initial development order, as specified in the adopted CDMP for potable water supply, wastewater disposal and flood protection. Therefore, the application has been approved for concurrency subject to any comments and conditions contained herein.

This concurrency approval does not constitute a final concurrency statement and is valid only for this initial development order as provided for in the adopted methodology for concurrency review. Additionally, this approval does not constitute any assurance that the LOS standards would be met by any subsequent development order applications concerning the subject property.

In summary, the application meets the minimum requirements of Chapter 24 of the Code.

**4. Public Works**

Public Works has no objection to this application.

This land requires platting in accordance with Chapter 28 of the Miami-Dade County Code. The road dedications and improvements will be accomplished thru the recording of a plat.

The application meets the traffic concurrency criteria for an initial development order. It will generate approximately 19 PM daily peak hour period vehicle trips. The traffic distribution of these trips to the adjacent roadways reveals that the addition of these trips does not exceed the acceptable level of service of the following roadways:

<u>Station</u>	<u>Location</u>	<u>LOS</u> <u>(Present)</u>	<u>LOS</u> <u>(w/ Appl.)</u>
9174	SW 87 Ave. s/o SW 184 St.	B	B
9592	Old Cutler Rd. sw/o SW 184 St.	B	B
9594	Old Cutler Rd. sw/o Franjo Rd.	B	B
9114	Caribbean Blvd. e/o HEFT	E	E

This request constitutes an Initial Development Order only, and one or more traffic concurrency determinations will subsequently be required before development will be permitted.

**5. Schools**

Policy 1.6 of the Educational Element of the Town's Comprehensive Development Master Plan states that: "School Board comments shall be sought and considered on comprehensive plan amendments and other land use decisions which could impact the school district, as provided for in Chapter 236.193(2)F.S."

Also, pursuant to the state-mandated and School Board approved Interlocal Agreement, local government, the development community and the School Board are to collaborate on the options to address the impact of proposed residential development on public schools where the proposed development

would result in an increase in the schools' FISH percent utilization (permanent and relocatable), in excess of 115%. This figure is to be considered only as a review threshold and shall not be construed to obligate the governing agency to deny a development.

The proposed residential development will impact: Whispering Pines Elementary School (119% utilization), Cutler Ridge Middle (87% utilization) and Miami Southridge Senior (128% utilization).

Additionally, at its April 13, 2005 meeting the Board approved School District criteria that would allow District staff to make recommendations on residential zoning applications that impact public schools beyond the 115% of FISH capacity threshold (Review Criteria). Pursuant to the Interlocal and the recently approved Review Criteria, the District met with the applicant on April 24, 2006, to discuss the impact of the proposed development on public schools. However, the applicant advised that he is unable to proffer any additional mitigation other than the applicable impact fees as required by the Educational Facilities Impact Fee Ordinance. For each additional dwelling unit over and above the two existing units an impact fee of \$2,400.00 (for an average 2,000 square foot unit) will be assessed.

In accordance with the Review Criteria established by the Board, the School District is requesting that the application be denied, or that it be deferred until such time as the applicant is able to address the impact of the proposed residential development on public schools in the area.

**RECOMMENDATION:**

**Approval**

**CONDITIONS:**

None



Subject Property →

SW 112S

PINE GUEST

OGDEN RD

E

SW 107

SW 108

SW 109

SW 110

SW 111

SW 112

SW 113

SW 114

SW 115

N KENTON

SW 116

SW 117

SW 118

SW 119

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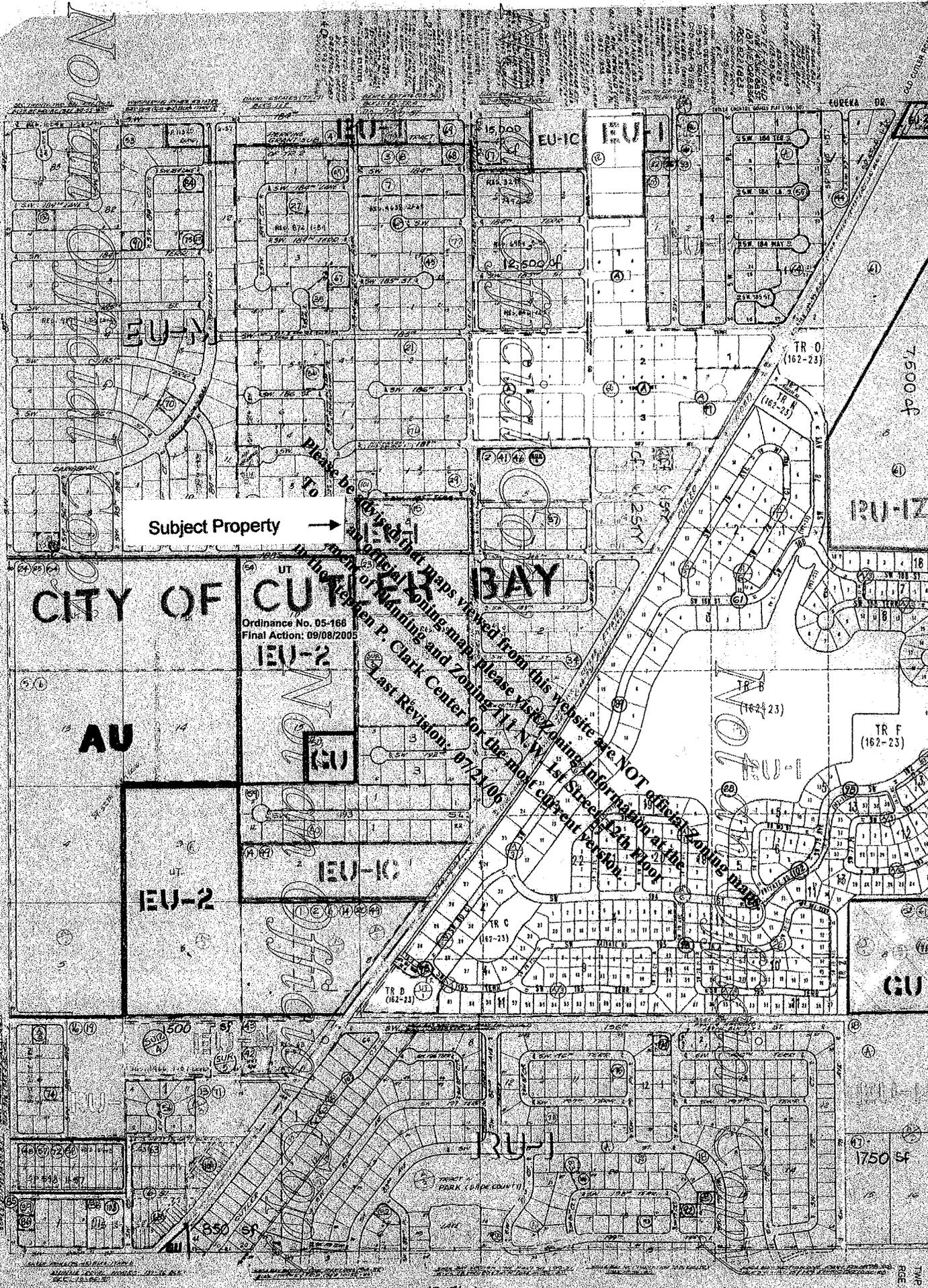
SW 132

SW 133

SW 134

SW 135

SW 136



Subject Property →

Ordinance No. 05-166  
Final Action: 09/08/2005

City of Cutwater Bay  
Last Revision: 07/21/06

Please be advised that maps viewed from this website are NOT official zoning maps. For official zoning maps, please visit the City of Cutwater Bay website at the following URL: [www.cutwaterbay.com](http://www.cutwaterbay.com). The City of Cutwater Bay Planning Department is located at 111 N.W. 1st Street, 12th Floor, Miami, FL 33136. For more information, please contact the City of Cutwater Bay Planning Department at (305) 486-1111.

4-56-40

**My Home**  
Miami-Dade County, Florida



**miamidade.gov**

**Property Information Map**



Digital Orthophotography - 2005

0 ——— 133 ft

This map was created on 9/11/2006 11:33:45 AM for reference purposes only.

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**Close**

**Summary Details:**

Folio No.:	36-6003-001-0131
Property:	8201 SW 188 ST
Mailing Address:	SS FALLS INVESTMENTS LLC 10720 SW 135 TERR MIAMI FL 33176-6060

**Property Information:**

Primary Zone:	2300 ESTATE RESIDENTIAL
CLUC:	0001 RESIDENTIAL- SINGLE FAMILY
Beds/Baths:	4/2
Floors:	1
Living Units:	1
Adj Sq Footage:	3,403
Lot Size:	90,169 SQ FT
Year Built:	1994
Legal Description:	3 56 40 2.07 AC ML PERRINE GRANT SUB PB 4- 10 E1/2 OF S323FT OF S1/2 OF LOT 8 IN NW1/4 LESS E35FT & S25FT LOT SIZE IRREGULAR OR 19648-0059 032001 4

**Sale Information:**

Sale O/R:	24353-0304
Sale Date:	3/2006
Sale Amount:	\$1,400,000

**Assessment Information:**

Year:	2006
Land Value:	\$434,700
Building Value:	\$303,236
Market Value:	\$737,936
Assessed Value:	\$737,936
Total Exemptions:	\$0
Taxable Value:	\$737,936
Past Assessment:	30-6003-001-0131

**My Home**  
Miami-Dade County, Florida



**miamidade.gov**

**Property Information Map**



Digital Orthophotography - 2005

0 — 133 ft

This map was created on 9/11/2006 11:34:15 AM for reference purposes only.

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**Close**

**Summary Details:**

Folio No.:	36-6003-001-0140
Property:	8295 SW 188 ST
Mailing Address:	PATRICK MORNANE & W LARRIE L
	8295 SW 188 ST MIAMI FL 33157-7338

**Property Information:**

Primary Zone:	2600 ESTATE-2 1/2 ACRES
CLUC:	0002 MULTIFAMILY-DUPLEX
Beds/Baths:	6/4
Floors:	2
Living Units:	2
Adj Sq Footage:	6,222
Lot Size:	100,624 SQ FT
Year Built:	1953
Legal Description:	3 56 40 2.31 AC PERRINE GRANT SUB PB 4-10 W1/2 OF S323FT OF S1/2 OF TR 8 LESS S25FT NW1/4 OR 21166-4760 022003 4 F/A/U 30-6003-001-0140

**Sale Information:**

Sale O/R:	18168-4184
Sale Date:	6/1998
Sale Amount:	\$365,000

**Assessment Information:**

Year:	2006
Land Value:	\$485,100
Building Value:	\$416,222
Market Value:	\$901,322
Assessed Value:	\$809,553
Homestead Exemption:	\$25,000
Total Exemptions:	\$25,000
Taxable Value:	\$784,553
Past Assessment:	30-6003-001-0140



OR BK 20849 PG 5003  
LAST PAGE

Warranty Deed  
Page 2 of 2

hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006.

IN WITNESS WHEREOF, the GRANTOR has signed and sealed these presents on the day and year first above written.

WITNESSES:

#1 (Signature)

Printed name:

#2 (Signature)

Printed name:

Patrick Mornane  
PATRICK MORNANE

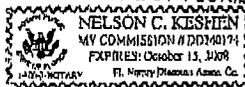
Larrie Lynn Mornane  
LARRIE LYNN MORNANE

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was subscribed and acknowledged before me this 18<sup>th</sup> day of August, 2006, by PATRICK MORNANE and LARRIE LYNN MORNANE, his wife, who are personally known to me or who produced their Florida driver's licenses as identification.

Nelson C. Keshien  
NOTARY PUBLIC-STATE OF FLORIDA



23 06  
August  
Nelson C. Keshien

**Hearing Number:** 06-013

**Applicant Name:** SS Falls

**Location:** 8201 and 8295 SW 188<sup>th</sup> Street

**Size of property:** 4.38 acres

**Request:** Rezoning from EU-1 (One-Acre Estate District) to EU-M (Modified Estate District)

**Hearing Location:** South Dade Government Center, 2<sup>nd</sup> Floor, 10710 SW 211 Street

**Hearing Date:** November 15, 2006

**Hearing Time:** 7:00 p.m.

Plans are on file with the Town and may be examined at Town Hall. These plans may be modified at the public hearing.

## **SS Falls**

The East ½ of the South 323 feet of the South ½ of Lot 8, in PERRINE GRANT SUBDIVISION, of the NW ¼ of Section 3, Township 56 South, Range 40 East, less the East 35 feet and the South 25 feet, Plat Book 4, Page 10.

Size: 2.07 acres

Location: 8201 SW 188<sup>th</sup> Street, Town of Cutler Bay

Folio: 36-6003-001-0131

The West ½ of the South 323 feet of the South ½ of Tract 8, less the South 25 feet thereof, in PERRINE GRANT SUBDIVISION, of the Northwest ¼ of Section 3, Township 56 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 4, at Page 10, of the Public Records of Miami-Dade County, Florida

Size: 2.31 acres

Location: 8295 SW 188<sup>th</sup> Street, Town of Cutler Bay

Folio: 36-6003-001-0140

ORDINANCE NO. 06- \_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF SS FALLS INVESTMENTS LLC FOR A REZONING FROM EU-1 (ONE-ACRE ESTATE DISTRICT) TO EU-M (MODIFIED ESTATE DISTRICT) FOR TWO ADJOINING PROPERTIES LOCATED AT 8201 S.W. 188TH STREET AND 8295 S.W. 188TH STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 4.38 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 33 "Zoning," of the Town Code of Ordinances (the "Town Code"), SS Falls Investments LLC (the "Applicant") has applied to the Town of Cutler Bay (the "Town"), for approval of a rezoning from EU-1 (One-Acre Estate District) to EU-M (Modified Estate District), for the adjoining properties legally described in Exhibit "A" (the "Property") (Application 06-13); and

**WHEREAS**, staff recommended approval of the requested rezoning in its report dated November 15, 2006; and

**WHEREAS**, public notice was provided in accordance with law; and

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

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

**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, the Property, described in Exhibit "A," is hereby rezoned from EU-1 (One-Acre Estate District) to EU-M (Modified Estate District).

**Section 3. Recording.** The Town, or the Applicant if so requested by the Town Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

**Section 4. 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, CMC  
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 Vrooman \_\_\_\_\_  
Vice Mayor Edward MacDougall \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_

## **Exhibit A**

### **Legal Description**

The East  $\frac{1}{2}$  of the South 323 feet of the South  $\frac{1}{2}$  of Lot 8, in PERRINE GRANT SUBDIVISION, of the NW  $\frac{1}{4}$  of Section 3, Township 56 South, Range 40 East, less the East 35 feet and the South 25 feet, Plat Book 4, Page 10;

and

The West  $\frac{1}{2}$  of the South 323 feet of the South  $\frac{1}{2}$  of Tract 8, less the South 25 feet thereof, in PERRINE GRANT SUBDIVISION, of the Northwest  $\frac{1}{4}$  of Section 3, Township 56 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 4, at Page 10, of the Public Records of Miami-Dade County, Florida

**TAB 10**



Planning & Zoning Department

R. Don O'Donniley, AICP  
Planning Director

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## MEMORANDUM

To: Steven Alexander, Town Manager

From: Don O'Donniley, Planning Director *DDO*

Date: November 9, 2006

Re: Request of Cutler Ridge Evangelical Lutheran Church for a rezone on 4 Acres from AU, Agricultural District, to RU-1M(a), Modified Single-Family Residential District (Application 06-012)

Applicant: Cutler Ridge Evangelical Lutheran Church

Application No.: 06-012

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### **REQUEST:**

The applicant, Cutler Ridge Evangelical Lutheran Church is requesting to change the zoning on property from AU, Agricultural District to RU-1M(a), Modified Single-Family Residential District. The property is located at the 20851 SW 97<sup>th</sup> Avenue and consists of 4.28 acres.

### **RECOMMENDATION:**

It is recommended that the Town Council **approve** this request for a zone change from AU to RU-1M(a).

### **BACKGROUND:**

In 1966, subject to resolution 3-ZAB-427-66, the subject property was allowed, (a) a Special Exception to permit a church and Sunday School, summer bible school, and an elementary school and (b) Unusual Use to permit a kindergarten. The site is currently occupied by a single story church building.

10720 Caribbean Boulevard, Suite 105  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)

Consistency with the Comprehensive Development Master Plan.<sup>1</sup>

The proposal is **consistent** with the Comprehensive Development Master Plan (CDMP) which designates this property for **Low Density Residential**. The residential densities allowed in this category shall range from a minimum of 2.5 to a maximum of 6.0 units per gross acre. This density category is generally characterized by single family housing, e.g., single-family detached, cluster, zero lot line and townhouses. It could include low-rise apartments with extensive surrounding open space or a mixture of housing types provided that the maximum gross density is not exceeded.

**NEIGHBORHOOD CHARACTERISTICS:**

	<b>Zone</b>	<b>Use</b>	<b>Land Use Designation</b>	<b>Density</b>	<b>Min. Lot Size</b>
<b>Subject Property</b>					
	AU	Church	Low Density Residential	2.5 to 6 dua	N/A
<b>Surrounding Properties</b>					
North	RU-1	SF Residential	Low Density Residential	2.5 to 6 dua	7,500 sf
South	RU-1	SF Residential	Low Density Residential	2.5 to 6 Dua	7,500 sf
East	RU-1	SF Residential	Low Density Residential	2.5 to 6 Dua	7,500 sf
West	RU-1	Gulfstream Elementary School	Low Density Residential	2.5 to 6 dua	7,500 sf
<b>Proposed Zone</b>					
	RU-1M(a)	SF Residential	Low Density Residential	2.5 to 6 dua	5,000 sf

The subject property is located at 20851 SW 97 Avenue. The surrounding properties to the north, south and east are all single family residences zoned RU-1. The property to the west is an elementary school with a zoning designation of RU-1. While the land use designation of Low Density Residential allows for both RU-1M(a) and RU-1 zones, and the density range of 2.5 to 6 dwelling units per acre is the same for each of these zones, the RU-1 zone requires larger lots sizes than the RU-1M(a). If this parcel were to develop at the same zone as the surrounding properties, the minimum lot size standards of the RU-1 zone would allow a maximum of 18 units. The minimum lot size standars of the RU-1M(a) zone would allow a maximum of 25 units.

**SITE AND BUILDINGS REVIEW:**

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

**Should the requested zone change be approved, any future development proposals shall be in accordance with the proposed RU-1M(a) zoning district regulations which require a minimum lot frontage of 50' and a minimum area of 5,000 square feet. Site development standards, building and setback requirements will be reviewed as part of all future development applications.**

**PERTINENT REQUIREMENTS/STANDARDS:**

**Section 33-311 (F)** In evaluating an application for a **district boundary change** the Town Council shall take into consideration, among other factors the extent to which:

- (1) *The development permitted by the application, if granted, conforms to the Comprehensive Development Master Plan for Miami-Dade County, Florida; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered;*

The parcel is designated as Low Density Residential, the RU-1M(a) zoning designation may be placed on land designated residential on the Future Land Use Map.

- (2) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the environmental and natural resources of Miami-Dade County, including consideration of the means and estimated cost necessary to minimize the adverse impacts; the extent to which alternatives to alleviate adverse impacts may have a substantial impact on the natural and human environment; and whether any irreversible or irretrievable commitment of natural resources will occur as a result of the proposed development;*

The approval of this request will not have an adverse effect on the environment.

- (3) *The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of Miami-Dade County, Florida;*

The approval of this requested rezone will have no impact on the economy.

- (4) *The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;*

This proposed change would not adversely affect population density such that the demand for water, sewers and other public facilities and services would be adversely affected.

- (5) *The development permitted by the application, if granted, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.*

A memorandum from Miami-Dade Public Works Department states that this application meets traffic concurrency criteria and will generate 22 additional PM daily peak hour vehicle trips. The distribution of these trips to the adjacent roadways does not exceed the acceptable Levels of Service (LOS) of the area roadways which are currently operation at the following levels:

<u>Road Segment</u>	<u>LOS Present</u>	<u>LOS w/Project</u>
Old Cutler Rd. sw/o Franjo Rd.	B	B
SW 85 Ave. se/o Old Cutler Rd.	D	D
Caribbean Blvd e/o HEFT	E	E
SW 216 St e/o HEFT	B	B

### **ANALYSIS:**

The subject property is located on SW 97<sup>th</sup> Avenue approximately 400 feet north of Old Cutler Road. SW 97<sup>th</sup> Avenue splits and becomes SW 97<sup>th</sup> Court at the southern tip of this modified rectangular shaped lot, where SW 97<sup>th</sup> Avenue is currently missing a segment before it intersects with Old Cutler Road. As part of the future development of this property, the missing segment of SW 97<sup>th</sup> Avenue would have to be constructed to complete the road north of Old Cutler Road. The neighborhood in this area is characterized by single family residential developed under RU-1 zoning district regulations. The applicant is seeking to rezone the property from AU Agricultural District to RU-1M(a), Modified Single-Family Residential District. Access to the development will be provided through the extension of SW 97<sup>th</sup> Avenue to complete this section of a County section line road. This applicant has submitted a conceptual site plan indicating the development of the site. Should the requested zone change be approved, any future development proposal shall be in accordance with the proposed RU-1M(a) zoning district regulations which require a minimum lot frontage of 50' and a minimum area of 5,000 square feet. **Site development standards, building and setback requirements will be reviewed as part of the site plan review. The Department of Environmental Resources Management (DERM) has no objections to this application and indicates that it meets the minimum requirements of Chapter 24 of the Code. However, the applicant will have to comply with all DERM conditions as set forth in their memorandum dated September 28, 2005. The Miami-Dade County Public Works Department has no objections to this application. Their memorandum states that the land requires platting and that the**

**road dedications and improvements will be accomplished through the recording of the plat. The Public Work's memorandum further indicates that this application meets traffic concurrency criteria and will generate 22 additional PM daily peak hour vehicle trips. The distribution of these trips to the adjacent roadways does not exceed the acceptable Levels of Service (LOS) of the area roadways. The Miami-Dade Fire Rescue Department has no objection to this application.**

Policy 1.6 of the Educational Element of the Town's Comprehensive Development Master Plan states that: "School Board comments shall be sought and considered on comprehensive plan amendments and other land use decisions which could impact the school district, as provided for in Chapter 236.193(2)F.S."

Also, pursuant to the state-mandated and School Board approved Interlocal Agreement, local government, the development community and the School Board are to collaborate on the options to address the impact of proposed residential development on public schools where the proposed development would result in an increase in the schools' FISH percent utilization (permanent and relocatable), in excess of 115%. This figure is to be considered only as a review threshold and shall not be construed to obligate the governing agency to deny a development. Based on this review, the applicants have fulfilled all obligations required by State law.

The Miami-Dade Public Schools (MDCPS) has indicated that the proposed zoning will bring an estimated 15 additional students into the area's public schools including Gulfstream Elementary School, Centennial Middle School, and Miami Southridge Senior High School. The area schools that are anticipated to be impacted by this development are currently operating at 97%, 128% and 138% , two of which are beyond the Florida Inventory of School Houses (FISH) capacity of 115%. The student population increase as a result of this development will increase the FISH capacity levels to 98%, 129% and 138% respectively. MDCPS met with the applicant to discuss the impact of the proposed development on public schools. According to the MDCPS memorandum dated November 2, 2006, the applicant has voluntarily proffered a mitigation plan, however, such a proffer was not consistent with the School Board's approved mitigation options.

The School Board is requesting that the application be denied, or that it be deferred until such time as the applicant is able to address the impact of the proposed residential development on public schools in the area.

The approval of the rezone to RU-1M(a) would permit the applicant to provide additional housing for the community. The Land Use Plan map of the Comprehensive Development Master Plan designates this site for Low-Density Residential use permitting a maximum of 6 units per acre on this 4.28 acre property, for a total of 25 units. The proposed RU-1M(a) zoning will allow the applicant to develop no more than 25 single family residential units in accordance with the design standards and regulations that pertain to that zone.

The requested zone change to RU-1M(a) could be considered incompatible due to the lot size standards allowing a density that is higher than the surrounding RU-1 zone, however, it is a compatible use with the existing single family homes in the surrounding area and

consistent with the Land Use Plan designation of the Comprehensive Development Master Plan. Staff is of the opinion that the rezoning of the subject property to RU-1M(a) will be compatible with the existing and developed RU-1 zoned parcels of the surrounding area.

**RECOMMENDATION:**

Approval.

**CONDITIONS:**

None.

ORDINANCE NO. 06- \_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF CUTLER RIDGE EVANGELICAL LUTHERAN CHURCH FOR A REZONING FROM AU (AGRICULTURAL DISTRICT) TO RU-1M(A) (MODIFIED SINGLE-FAMILY RESIDENTIAL DISTRICT) FOR THE PROPERTY LOCATED AT 20851 S.W. 97TH AVENUE, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 4.28 ACRES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 33 "Zoning," of the Town Code of Ordinances (the "Town Code"), Cutler Ridge Evangelical Lutheran Church (the "Applicant") has applied to the Town of Cutler Bay (the "Town"), for approval of a rezoning from AU (Agricultural District) to RU-1M(a) (Modified Single-Family Residential District), for the property legally described in Exhibit "A" (the "Property") (Application 06-012); and

**WHEREAS**, staff recommended approval of the requested rezoning in its report dated November 3, 2006; and

**WHEREAS**, public notice was provided in accordance with law; and

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

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

**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, the Property, described in Exhibit "A," is hereby rezoned from AU (Agricultural District) to RU-1M(a) (Modified Single-Family Residential District).

**Section 3. Recording.** The Town, or the Applicant if so requested by the Town Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

**Section 4. 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, CMC  
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 Vrooman \_\_\_\_\_  
Vice Mayor Edward MacDougall \_\_\_\_\_  
Council Member Timothy J. Meerbott \_\_\_\_\_  
Council Member Ernest Sochin \_\_\_\_\_  
Council Member Peggy Bell \_\_\_\_\_

**EXHIBIT "A"**

**EV LUTHERAN CHURCH**

**PARCEL 1:**

A PORTION OF THE S.W. ¼ OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SAID SECTION 9 AND RUN NORTH 89 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ FOR 361.79 FEET, THENCE RUN SOUTH 0 DEGREE 38 MINUTES 56 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9 FOR 463.65 FEET; THENCE RUN SOUTH 47 DEGREES 59 MINUTES 56 SECONDS WEST, ALONG A LINE PARALLEL TO AND 390-0 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, AS RECORDED IN DEED BOOK 1616 AT PAGE 483 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FOR 304.58 FEET; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 14 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST ¼ FOR 133.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SOUTHWEST ¼, THENCE RUN FORTH 0 DEGREES 38 MINUTES 56 SECONDS WEST ALONG THE WEST LINE OF THE SAID SOUTHWEST ¼ FOR 665.96 FEET TO THE POINT OF BEGINNING.

LESS

THAT PORTION OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE WEST ¼ CORNER OF SAID SECTION 9, THENCE RUN N88°55'43" E ALONG THE NORTH LINE OF THE S.W. ¼ OF SAID SECTION 9, FOR 40.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF THE S.W. ¼ OF SECTION 9, THENCE RUN S120°32"E ALONG A LINE PARALLEL WITH AND 40 FEET EAST OF THE WEST LINE OF THE S.W. ¼ OF SAID SECTION 9, FOR 371.06 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE THAT IS CONCAVE TO THE NORTHEAST; THENCE RUN SOUTH AND SHOUTHEASTERLY ALONG SAID CIRCULAR ARC HAVING A RADIUS OF 1,001.75 FEET AND CENTRAL ANGEL 17°08'08" FOR AN ARC DISTANCE OF 299.59 FEET TO A POINT ON THE SOUTH LINE OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SECTION 9, THENCE RUN S88°57'16"N ALONG THE SOUTH LINE OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SETION 9 FOR 84.48 FEET TO THE SOUTHWEST CORNER OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SECTION 9, THENCE RUN N120°32'W ALONG THE WEST LINE OF THE S.W. ¼ OF SAID SECTION 9 FOR 665.9 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

LOT 1 IN BLOCK 17, OF "CUTLER RIDGE SECTION FOUR", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK60, PAGE 23 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**Hearing Number:** 06-012

**Applicant Name:** Cutler Ridge Evangelical Lutheran Church

**Location:** 20851 SW 97<sup>th</sup> Avenue

**Size of property:** 4.28 acres

**Request:** Rezoning from AU, Agricultural District to RU-1M(a), Modified Single-Family Residential District

**Hearing Location:** South Dade Government Center, 2<sup>nd</sup> Floor, 10710 SW 211 Street

**Hearing Date:** November 15, 2006

**Hearing Time:** 7:00 p.m.

Plans are on file with the Town and may be examined at Town Hall. These plans may be modified at the public hearing.

LAW OFFICES OF  
*Javier L. Vazquez, P.A.*

---

8061 N.W. 155 Street • Miami Lakes, Florida 33016  
Phone: (305) 825-7080 • Fax: (305) 825-6523  
e-mail: javivaz@bellsouth.net

April 24, 2006

Diane O'Quinn Williams  
Director, Dept. of Planning and Zoning  
Miami-Dade County  
111 N.W. 1st Street, 11th Floor  
Miami, Florida 33128

Re: Revised Letter of Intent – Cutler Ridge Evangelical Lutheran Church  
Application #05-287

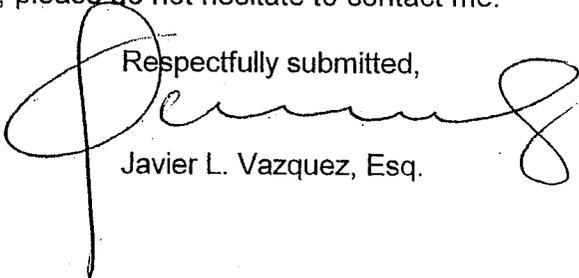
Dear Ms. O'Quinn,

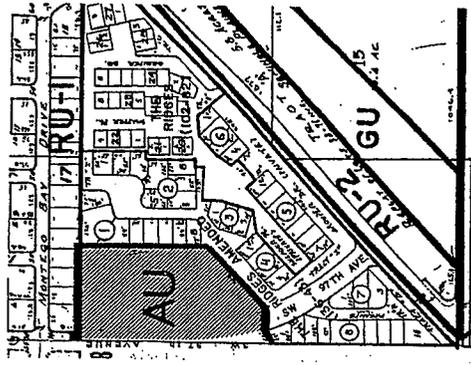
The undersigned has been retained in connection with the above-referenced matter. Please accept this letter as our **revised** letter of intent in support of the above-referenced application (the "Application"). The original submittal by Jerry Proctor, Esq., of Bilzin, Sumberg, LLP, is a request for a district boundary change from AU to RU-1.

Our revised request is for a DBC from AU to RU-1M(a) to allow for the development of 25 single family homes. The applicant is submitting plans with this letter, which plans the applicant is willing to tie to the approval of this request by way of a Declaration of Restrictions running with the land. Our request continues to be consistent with the CDMP designation of Single Family Residential and is compatible with the surrounding neighborhood. Consideration should also be given to the fact that the proposed development fronts and accesses to and from a section line road, being SW 97<sup>th</sup> Avenue.

We respectfully request your recommendation of approval in this matter. In the meantime, should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

  
Javier L. Vazquez, Esq.



A PORTION OF THE SW 1/4  
OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST

**SURVEYOR'S REPORT:**

BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF SW 87th AVENUE WHICH BEGINS IN TP 56S R 40E.

LEGAL DESCRIPTION SHOWN HEREON WAS FURNISHED BY THE CLIENT.

THIS SITE PLAN WAS PREPARED FROM INFORMATION FURNISHED BY THE CLIENT. AREA AND DIMENSIONS OF CORNER LOTS ARE TO THE INTERSECTION OF BLOCK LINES EXTENDED, UNLESS OTHERWISE SHOWN.

**ABBREVIATIONS:**

CL - DENOTES CENTER LINE  
SQ. FT. - DENOTES SQUARE FEET

**DEVELOPMENT INFORMATION:**

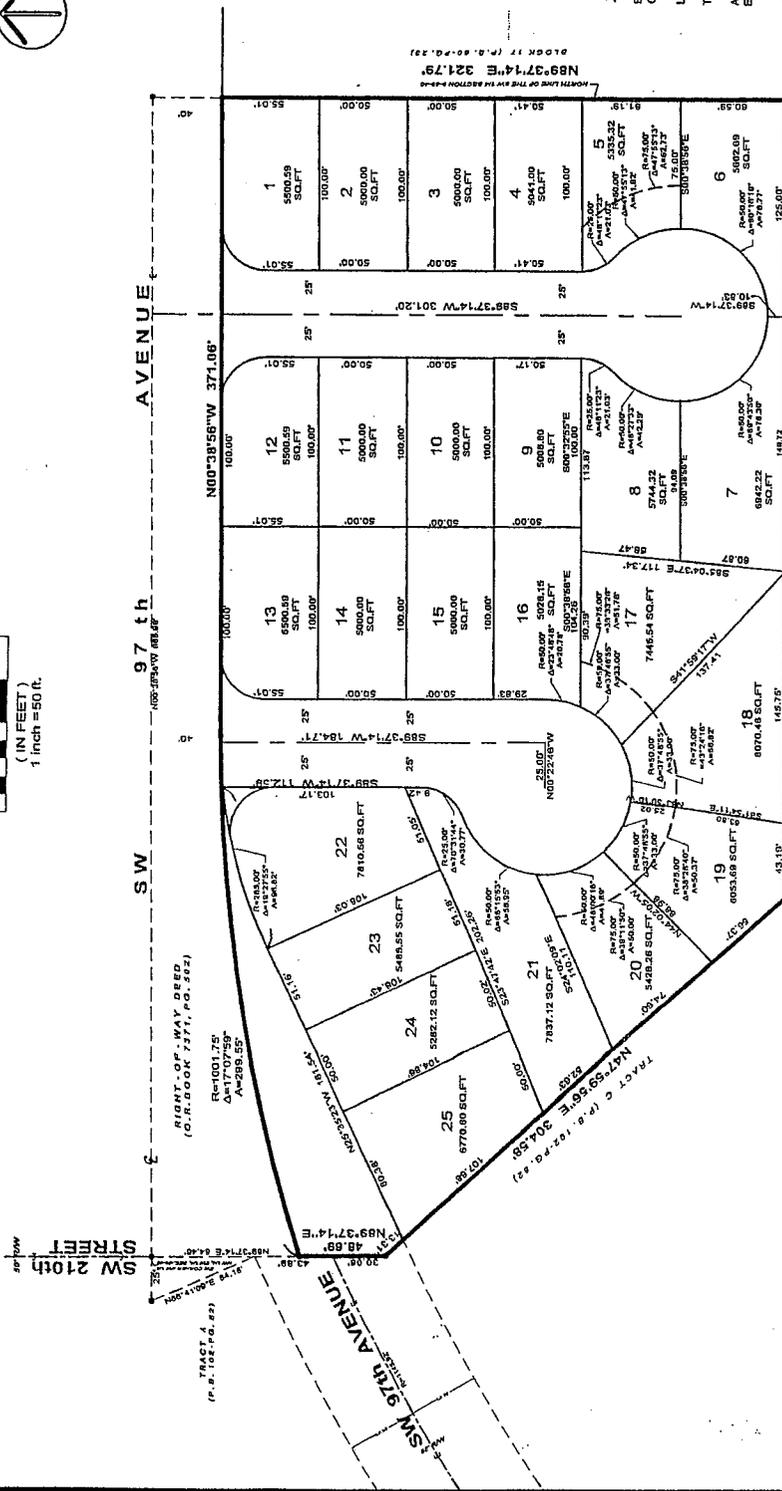
EXISTING ZONING DISTRICT: AU  
PROPOSED ZONING DISTRICT: RU-MA  
TOTAL No. BLOCKS = 1  
TOTAL No. LOTS = 25

THIS IS NOT A BOUNDARY SURVEY.

MANUEL G. VERA AND ASSOCIATES, INC.  
ENGINEERS LAND SURVEYORS PLANNERS  
1990 S.W. 47th STREET MIAMI, FLORIDA 33176 PHONE: (305) 221-1289

**PROPOSED SITE PLAN**

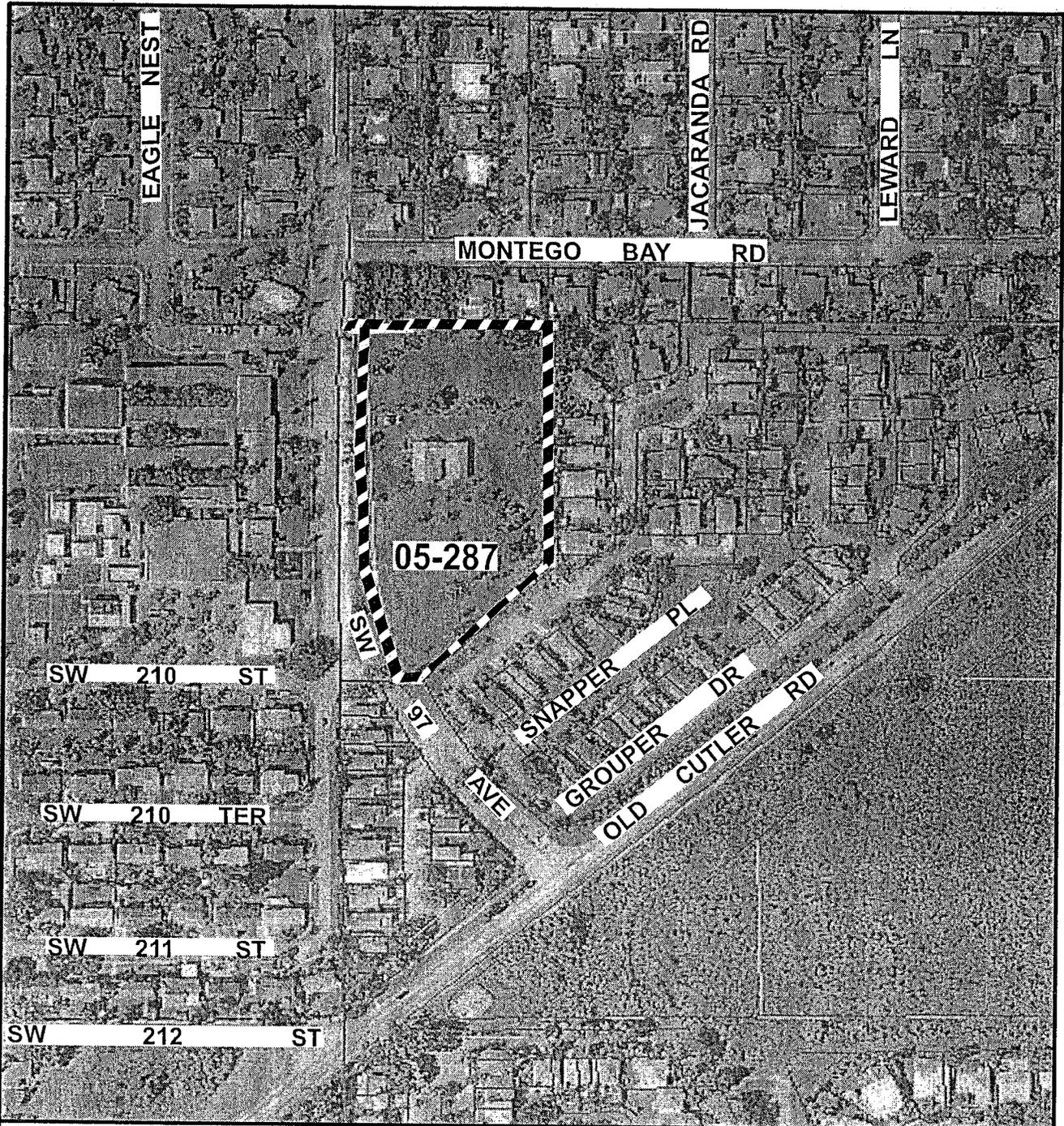
DATE	DRAWN BY	SCALE	F.B. - PG.	JOB NO.
03/15/06	T.A.	1" = 50'		05-05-101



**LEGAL DESCRIPTION:**

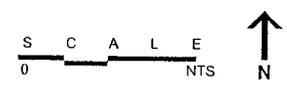
A PORTION OF THE SW 1/4 OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SAID SECTION 9 AND RUN NORTH 89°37'14" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR 381.73 FEET; THENCE RUN SOUTH 00°38'56" EAST ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 489.88 FEET; THENCE RUN SOUTH 47°59'56" WEST, ALONG A LINE PARALLEL TO AND 300 FEET NORTH OF THE CENTERLINE OF SW 87th AVENUE, TO THE POINT OF BEGINNING; THENCE RUN SOUTH 87°37'14" WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR 133.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 00°38'56" WEST ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 FOR 666.06 FEET TO THE POINT OF BEGINNING.

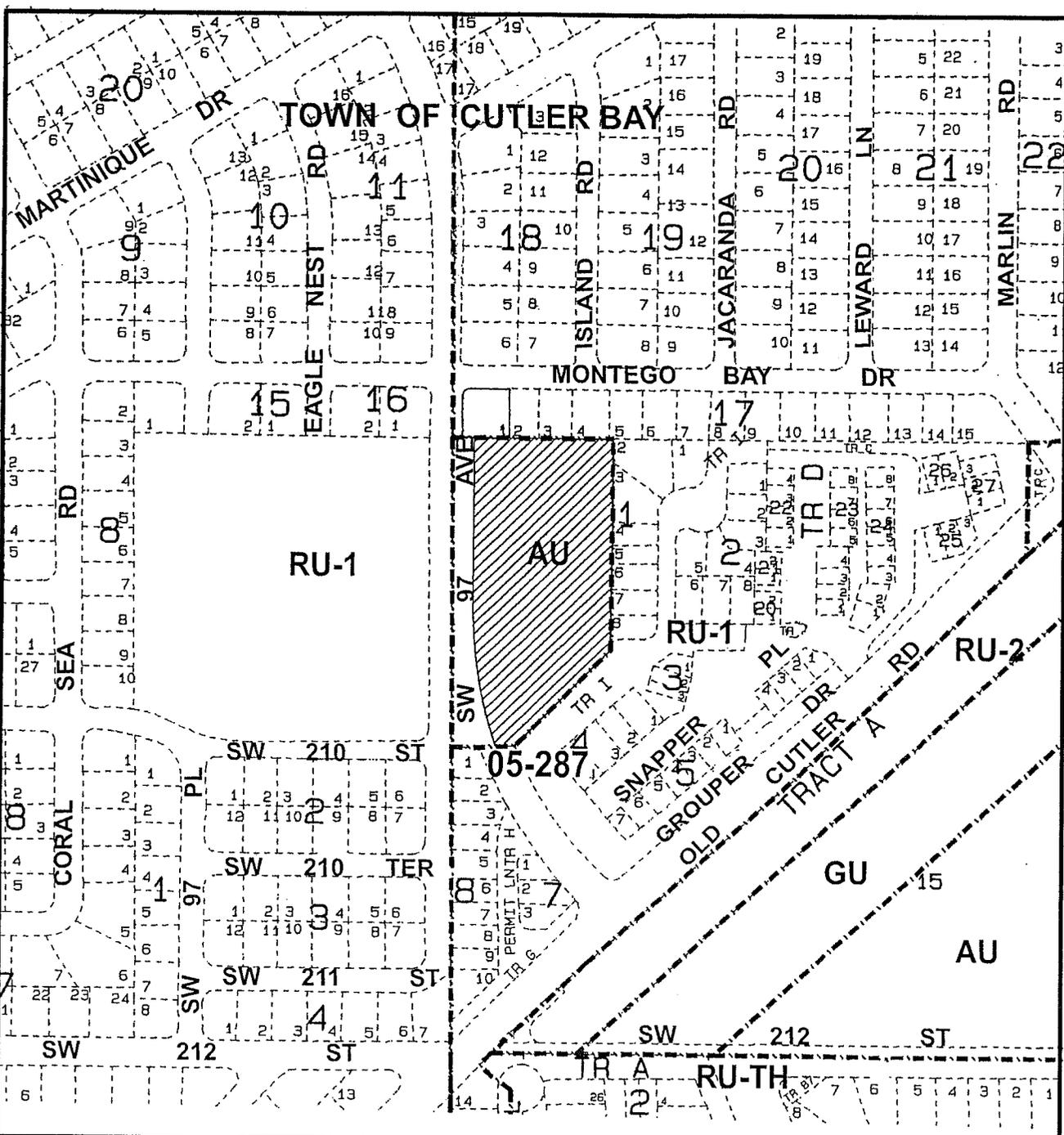
THAT PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEING AT THE WEST 1/4 CORNER OF SAID SECTION 9, THENCE RUN NORTH 87°59'56" EAST ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 9 FOR 400 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF THE SW 1/4 OF SAID SECTION 9, THENCE RUN SOUTH 01°20'22" EAST ALONG A LINE PARALLEL WITH AND 40 FEET EAST OF THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9, FOR 371.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR ARC HAVING A RADIUS OF 1001.25 FEET AND CENTER ANGLE 17°08'08" FOR AN ARC DISTANCE OF 398.59 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, THENCE RUN NORTH 01°20'22" WEST ALONG THE WEST LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 9 FOR 84.48 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 9, THENCE RUN NORTH 01°20'22" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9 FOR 665.96 FEET TO THE POINT OF BEGINNING.



MIAMI-DADE COUNTY  
**AERIAL**

Section: 09 Township: 56 Range: 40  
Process Number: 05-287  
Applicant: CUTLER RIDGE EV LUTHERAN CHURCH  
Zoning Board: TCB  
District Number: 8  
Drafter ID: JEFFER  
Scale: NTS





MIAMI-DADE COUNTY  
HEARING MAP

Section: 09 Township: 56 Range: 40  
 Process Number: 05-287  
 Applicant: CUTLER RIDGE EV LUTHERAN CHURCH  
 Zoning Board: TCB  
 District Number: 8  
 Drafter ID: JEFFER  
 Scale: 1:200'



SUBJECT PROPERTY





**BILZIN SUMBERG BAENA PRICE & AXELROD LLP**

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

200 SOUTH BISCAYNE BOULEVARD, SUITE 2500 • MIAMI, FLORIDA 33131-5340

TELEPHONE: (305) 374-7580 • FAX: (305) 374-7593

E-MAIL: INFO@BILZIN.COM • WWW.BILZIN.COM

MIAMI • TALLAHASSEE

JERRY B. PROCTOR, ESQ.  
Direct Dial (305) 350-2361  
Direct Facsimile (305) 351-2250  
E-mail: jproctor@bilzin.com

August 22, 2005

Ms. Diane O'Quinn Williams, Director  
Miami-Dade County  
Department of Planning and Zoning  
111 N.W. 1<sup>st</sup> Street, 11<sup>th</sup> Floor  
Miami, FL 33128

Re: District Boundary Change Application  
Property: 20851 S.W. 97<sup>th</sup> Avenue  
Folio Number: 30-6009-000-0160

Dear Ms. O'Quinn Williams:

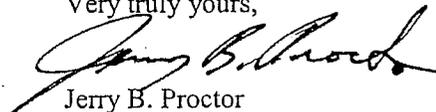
Please accept the attached application for a district boundary change of the property located at 20851 S.W. 97<sup>th</sup> Avenue (the "Property"). The firm represents Charles Tochtermann, prospective purchaser of the Property.

The Applicant hereby requests a district boundary change of their 4+/- acre site from Agricultural ("AU") to Single Family Residential ("RU-1"). This request is compatible with the character of the surrounding area. RU-1 uses surround the Property to the north, south, east and west. The Applicants propose to develop the Property as residential commensurate with RU-1 district requirements.

The request is also in accordance with the Comprehensive Development Master Plan (the "CDMP"). The CDMP designates the area for Single Family Residential. This classification permits a density of 2.5 to 6 units per acre. The proposed development will provide a density in compliance with the Single Family Residential requirements. Accordingly, the request is compatible with the CDMP.

Thank you for your consideration of this application.

Very truly yours,

  
Jerry B. Proctor

JBP:id

cc: Charles Tochtermann  
Alexandra Deas, Esq.

# REQUEST FOR LEGAL DESCRIPTION CHECK (Part A)

Appl. No.: Z \_\_\_\_\_

Sec: \_\_\_\_\_ Twp: \_\_\_\_\_ Rge: \_\_\_\_\_

Processor: \_\_\_\_\_

CZAB #: \_\_\_\_\_ : BCC \_\_\_\_\_

**TYPE OR PRINT ALL INFORMATION – ALL FOLIO NUMBERS REQUIRED**

1. FOLIO NUMBER(S) OF SUBJECT PROPERTY (List all folio numbers comprising the subject property)

30-6009-000-0160 \_\_\_\_\_  
\_\_\_\_\_

2. NAME OF APPLICANT (Property Owner or Lessee with Owner's Sworn-to-Consent)  
Cutler Ridge EV Lutheran Church

3. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION  
Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If application contains requests for multiple zone changes, provide the legal description for each area. Attach separate sheet(s), as needed.

See Exhibit "A"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)  
20851 S.W. 97<sup>th</sup> Avenue

5. SIZE OF PROPERTY \_\_\_\_\_ "x" \_\_\_\_\_ (in acres): 4+/-  
(divide total sq. ft. by 43,560 to obtain acreage)

6. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide complete legal description of said contiguous property. (If attaching separate sheet, clearly label as contiguous property)

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

--	--	--

Sec.      Twp.      Range

**ZONING HEARING APPLICATION  
MIAMI-DADE COUNTY  
DEPARTMENT OF PLANNING & ZONING**

LIST ALL FOLIO #S: \_\_\_\_\_

Date Received \_\_\_\_\_

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed "Owner's Sworn-to-Consent" and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

\_\_\_\_\_ Cutler Ridge EV Lutheran Church \_\_\_\_\_

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 20851 Gulfstream Road

City: Miami State: FL Zip: 33189 Phone#: \_\_\_\_\_

3. **OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:**

Owner's Name (Provide name of ALL owners): Same as above

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone#: \_\_\_\_\_

4. **CONTACT PERSON'S INFORMATION:**

Name: Jerry Proctor, Esq.

Company: Bilzin Sumberg Baena Price & Axelrod LLP

Mailing Address: 200 South Biscayne Boulevard, Suite 2500

City: Miami State: FL Zip: 33131

Phone#: 305.350.2361 Fax#: 305.351.2250 E-mail: jproctor@bilzin.com

5. **LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION**

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

\_\_\_\_\_ See Exhibit "A" \_\_\_\_\_

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

20851 S.W. 97<sup>th</sup> Avenue

7. SIZE OF PROPERTY (in acres): 4+/- (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property [ ] acquired [ ] leased: Lease term: years (month & year)

9. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide complete legal description of said contiguous property.

N/A

10. Is there an option to purchase [x] or lease [ ] the subject property or property contiguous thereto? [ ] no [x] yes (If yes, identify potential purchaser or lessee and complete "Disclosure of Interest" form)

Charles Tochtermann

11. PRESENT ZONING CLASSIFICATION: AU

12. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided) (DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)

[x] District Boundary Changes (DBC) [Zone class requested]: RU-1

[ ] Unusual Use:

[ ] Use Variance:

[ ] Alternative Site Development:

[ ] Special Exception:

[ ] Modification of previous resolution/plan:

[ ] Modification of Declaration or Covenant:

13. Has a public hearing been held on this property within the last year & a half? [x] no [ ] yes. If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:

14. Is this hearing as a result of a violation notice? [x] no [ ] yes. If yes, give name to whom the violation notice was served: and describe the violation:

15. Describe structures on the property: Church

16. Is there any existing use on the property? [ ] no [x] yes. If yes, what use and when established?

Use: Religious Year:

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

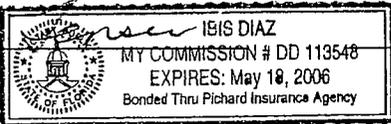
(I)(WE), \_\_\_\_\_, being first duly sworn, depose and say that (I am)(we are) the [ ] owner [ ] tenant of the property described and which is the subject matter of the proposed hearing.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Notary Public: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

CORPORATION AFFIDAVIT

I/we Harold J. Lenser being first duly sworn, depose and say that I am the \_\_\_\_\_ of the aforesaid limited liability company, and as such, have been authorized to file this application for public hearing; and that said limited liability company is the [ ] owner [ ] tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: Harold J. Lenser (Corp. Seal)  \_\_\_\_\_

Sworn to and subscribed to before me this 23 day of August, 2005. Notary Public: ISIS DIAZ Commission Expires: \_\_\_\_\_

PARTNERSHIP AFFIDAVIT

WE, the undersigned; being first duly sworn, depose and say that we are partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the [ ] owner [ ] tenant of the property described herein which is the subject matter of the proposed hearing.

By \_\_\_\_\_ % (Name of Partnership) \_\_\_\_\_ %  
By \_\_\_\_\_ % By \_\_\_\_\_ %

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Notary Public: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

ATTORNEY AFFIDAVIT

I, \_\_\_\_\_, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Sworn to and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_, 2003. Notary Public: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

OWNERSHIP AFFIDAVIT  
FOR  
CORPORATION

STATE OF \_\_\_\_\_

Public Hearing No. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
hereinafter the Affiant(S), who being first duly sworn by me, on oath, deposes and says:

1. Affiant is the president, vice-president or CEO of the \_\_\_\_\_  
Corporation, with the following address:  
\_\_\_\_\_  
\_\_\_\_\_
2. The corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

Obi Diaz  
Signature

Obi Diaz  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Harold J. Jensen  
Affiant's signature

Harold J. Jensen  
Print Name

Sworn to and subscribed before me on the 23 day of August, 2005. Affiant  
is personally known to me or has produced Fla. Div. License 252635014066 as identification.

Obi Diaz  
Notary  
(Stamp/Seal)

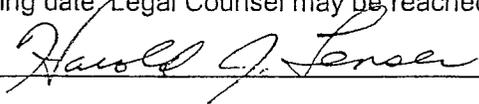
My Commission Expires



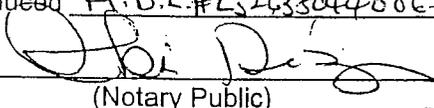
## RESPONSIBILITIES OF THE APPLICANT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning applications which may affect the scheduling and outcome of applications. These reviews may require additional public hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property. In addition to mailing costs, fees related to application changes, plan revisions, deferrals, re-advertising, etc., may be incurred. Applications withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. I understand that fees must be paid promptly.
3. The South Florida Building Code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and that a building permit will probably be required. I am responsible for obtaining permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use and Occupancy must be obtained for the use of the property after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or of Use and Occupancy will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning applications inconsistent with the Comprehensive Development Master Plan (CDMP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CDMP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. In Miami-Dade County v. Omnipoint Holdings, Inc., Case No. 3D01-2347 (Fla. 3rd DCA 2002), the 3rd District Court of Appeal has held invalid the standards for non-use variances, special exceptions, unusual uses, new uses requiring a public hearing and modification of covenants. This is not a final decision and the County Attorney's Office is seeking further review. In the interim, the County Attorney's Office is working with the Planning and Zoning Department's professional staff to develop new standards that will address the Court's concerns. While the new standards are being developed, applicants are advised that any non-use variance, special exception, unusual use, new use requiring a public hearing or request for modification of covenants granted under the existing standards are subject to being reversed in the courts. An applicant wishing to avoid the substantial legal risks associated with going forward under the existing standard may seek a deferral until the new standards are developed..
6. Any covenant to be proffered must be submitted to the Department's Legal Counsel, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. And that Legal Counsel can advise as to additional requirements applicable to foreign corporations. Documents submitted to Legal Counsel must carry a cover letter indicating subject matter, application number and hearing date. Legal Counsel may be reached at (305) 375-3075

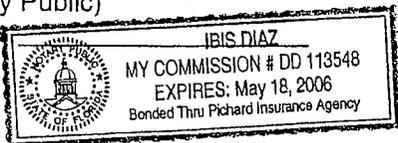
  
\_\_\_\_\_

Sworn to and subscribed before me this 23 day of August, 2005 Affiant is personally known to me or has produced F.I.D.L.#L52635044006-0 as identification.

  
\_\_\_\_\_

(Notary Public)

My commission expire



OWNERSHIP AFFIDAVIT  
FOR  
INDIVIDUAL

STATE OF FLORIDA

Public Hearing No. \_\_\_\_\_

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared \_\_\_\_\_, hereinafter the Affiant, who being first duly sworn by me, on oath, deposes and says:

1. Affiants are the fee owner of the property which is the subject of the proposed hearing.

2. The subject property is legally described as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Affiants understand this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the \_\_\_\_ day of \_\_\_\_\_, 2003. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary  
(Stamp/Seal)

My Commission Expires: \_\_\_\_\_

OWNERSHIP AFFIDAVIT  
FOR  
TRUSTEE

STATE OF \_\_\_\_\_

Public Hearing No. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, hereinafter the Affiant, who being first duly sworn by me, on oath, deposes and says:

1. Affiant is the Trustee of the \_\_\_\_\_, with the following address: \_\_\_\_\_
2. The Trust is the fee simple owner of the property which is the subject of the proposed hearing.
3. The subject property is legally described as: \_\_\_\_\_.
4. Under the terms of the trust, Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

\_\_\_\_\_ Trust  
By: \_\_\_\_\_, Trustee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2003. Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Stamp/Seal)

Commission Expires: \_\_\_\_\_

PH # \_\_\_\_\_

**DISCLOSURE OF INTEREST\***

If a **CORPORATION** owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: \_\_\_\_\_

NAME AND ADDRESS \_\_\_\_\_ Percentage of Stock \_\_\_\_\_

If a **TRUST** or **ESTATE** owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: \_\_\_\_\_

NAME AND ADDRESS \_\_\_\_\_ Percentage of Stock \_\_\_\_\_

If a **PARTNERSHIP** owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: \_\_\_\_\_

NAME AND ADDRESS \_\_\_\_\_ Percentage of Stock \_\_\_\_\_

If there is a **CONTRACT FOR PURCHASE** by a Corporation, Trust or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

NAME OF PURCHASER: \_\_\_\_\_

NAME, ADDRESS AND OFFICE (if applicable) \_\_\_\_\_ Percentage of Stock \_\_\_\_\_

Date of contract: \_\_\_\_\_

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

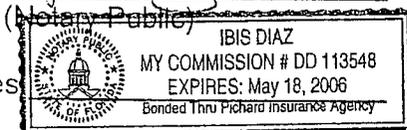
**NOTICE:** For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: *David J. Jensen*

Sworn to and subscribed before me this 23 day of August, 2005. Affiant is personally known to me or has produced as identification. FL DL # LSC-358-44-00670

*[Signature]*



My commission expires \_\_\_\_\_

\* Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

EXHIBIT "A"

EV LUTHERAN CHURCH

PARCEL 1:

A PORTION OF THE S.W. ¼ OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SAID SECTION 9 AND RUN NORTH 89 DEGREES 37 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ FOR 361.79 FEET, THENCE RUN SOUTH 0 DEGREE 38 MINUTES 56 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHWEST ¼ OF SECTION 9 FOR 463.65 FEET; THENCE RUN SOUTH 47 DEGREES 59 MINUTES 56 SECONDS WEST, ALONG A LINE PARALLEL TO AND 390.0 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OLD CUTLER ROAD, AS RECORDED IN DEED BOOK 1616 AT PAGE 483 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, FOR 304.58 FEET; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 14 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST ¼ FOR 133.15 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SOUTHWEST ¼, THENCE RUN FORTH 0 DEGREES 38 MINUTES 56 SECONDS WEST ALONG THE WEST LINE OF THE SAID SOUTHWEST ¼ FOR 665.96 FEET TO THE POINT OF BEGINNING.

LESS

THAT PORTION OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SECTION 9, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE WEST ¼ CORNER OF SAID SECTION 9, THENCE RUN N88°55'43" E ALONG THE NORTH LINE OF THE S.W. ¼ OF SAID SECTION 9, FOR 40.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 40 FEET OF THE S.W. ¼ OF SECTION 9, THENCE RUN S1°20'32" E ALONG A LINE PARALLEL WITH AND 40 FEET EAST OF THE WEST LINE OF THE S.W. ¼ OF SAID SECTION 9, FOR 371.06 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE THAT IS CONCAVE TO THE NORTHEAST; THENCE RUN SOUTH AND SHOUTHEASTERLY ALONG SAID CIRCULAR ARC HAVING A RADIUS OF 1,001.75 FEET AND CENTRAL ANGEL 17°08'08" FOR AN ARC DISTANCE OF 299.59 FEET TO A POINT ON THE SOUTH LINE OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SECTION 9, THENCE RUN S88°57'16" N ALONG THE SOUTH LINE OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SETION 9 FOR 84.48 FEET TO THE SOUTHWEST CORNER OF THE N.W. ¼ OF THE N.W. ¼ OF THE S.W. ¼ OF SAID SECTION 9, THENCE RUN N1°20'32" W ALONG THE WEST LINE OF THE S.W. ¼ OF SAID SECTION 9 FOR 665.9 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 1 IN BLOCE 17, OF "CUTLER RIDGE SECTION FOUR", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 23 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**TAB 11**



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council

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

**Date:** November 15, 2006

**Re:** **AN ORDINANCE ESTABLISHING REQUIREMENTS FOR PARK AND RECREATION PROGRAM VOLUNTEERS**

---

### REQUEST

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , AMENDING SECTION 26-33 "THE SHANNON MELENDI ACT" OF THE MIAMI DADE COUNTY CODE MADE APPLICABLE IN THE TOWN PURSUANT TO SECTION 8.3 OF THE TOWN CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

In order to provide the residents of Cutler Bay with the safest, most enjoyable recreational programming possible, it is prudent to establish certain requirements for program volunteers involved in recreation programming in the Town of Cutler Bay parks. In 2005, Miami-Dade County adopted the *Shannon Melendi Act* which provides requirements for volunteers, carnival and fair employees working in County parks. The attached ordinance amends (strengthens) the provisions of the Shannon Melendi Act and provides for procedures to be followed by all organizations conducting recreational programming in any of the Town's parks.

The provisions of this ordinance would apply to all youth leagues and sports teams such as the Cutler Ridge Soccer Club (Cutler Ridge Park), Perrine Baseball and Softball Association (Franjo Park), Palmetto Optimist Club (Bel Aire Park), Cutler Ridge Riptides (Cutler Ridge Pool), etc. The ordinance would apply to all current and future providers of recreational programs operating within Town parks.

### RECOMMENDATION

We recommend that the attached ordinance be adopted.

Attachments:

- Proposed Ordinance

**ORDINANCE NO. 06-**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , AMENDING SECTION 26-33 “THE SHANNON MELENDI ACT” OF THE MIAMI DADE COUNTY CODE MADE APPLICABLE IN THE TOWN PURSUANT TO SECTION 8.3 OF THE TOWN CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) will be in control of certain parks in the Town in the near future; and

**WHEREAS**, Miami Dade County Code section 26-33 entitled the Shannon Melendi Act as it existed on November 9, 2005, is applicable in the Town pursuant to Section 8.3 of the Town Charter; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town to adopt an amended Shannon Melendi Act for the protection of the public.

**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. Shannon Melendi Act Amended.** Miami Dade County Code Chapter 26, “Park and Recreation Department Rules and Regulations,” Article II, “Programming Partners Program,” Section 26-33 “The Shannon Melendi Act”, as applicable to the Town pursuant to section 8.3 of the Town Charter, is hereby amended as follows: <sup>1</sup>

Sec. 26-33. The Shannon Melendi Act.

A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for ~~substance abuse~~, sex offenses, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services at a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.

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<sup>1/</sup> Proposed additions to existing Town Code text are shown by underline; proposed deletions from existing Town Code text are shown by ~~strikethrough~~.

B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on ~~County~~ Town property, any park owned or operated by the Town and at all times when in direct contact with program participants.

C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a ~~Miami-Dade County~~ any park owned or operated by the Town, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for ~~substance abuse, sex offenses,~~ family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a ~~Miami-Dade County~~ any park owned or operated by the Town must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in any park owned or operated by the Town ~~Miami-Dade County~~ shall keep records of all background checks and proof of legal immigrant status.

D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a ~~Miami-Dade County~~ any park owned or operated by the Town shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.

E. Should any background check, as required by this section, report that a person subject to the background check: 1) is a registered sex offender or sexual predator; 2) has a history of domestic violence; or 3) has a criminal record for a crime of moral turpitude, then that person shall be precluded from acting as a programming partner staff, volunteer, fair or carnival employee or agent in any park, owned or operated by the Town of Cutler Bay.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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 Vrooman \_\_\_\_\_

Vice Mayor Edward MacDougall \_\_\_\_\_

Council Member Timothy J. Meerbott \_\_\_\_\_

Council Member Ernest Sochin \_\_\_\_\_

Council Member Peggy Bell \_\_\_\_\_

TAB 12

**ORDINANCE NO. 06-**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR REPLACEMENT OF SECTION 21-276 "BURGLAR ALARMS" OF THE MIAMI-DADE COUNTY CODE TO THE EXTENT APPLICABLE; REQUIRING REGISTRATION OF BURGLAR ALARM SYSTEMS; IMPOSING AN ANNUAL REGISTRATION FEE; REQUIRING PERMITS FOR THE INSTALLATION OF BURGLAR ALARM SYSTEMS; PROVIDING FOR PENALTIES FOR FALSE ALARMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Cutler Bay, Florida (the "Town"), has determined that it is in the best interest of the Town to adopt a Burglar Alarm Ordinance as provided herein.

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

**Section 1.    Recitals.** The above recital is true and correct and is incorporated herein by reference.

**Section 2.    Burglar Alarms.** Miami Dade County Code Chapter 21, "Offenses and Miscellaneous," Article XVI, "Burglar Alarms," Section 21-276 "Burglar Alarms," to the extent deemed to be applicable to the Town, is hereby repealed. The Town hereby adopts the following procedures:

**Burglar Alarms.**

(1) **Purpose of regulations.** The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false burglar alarms.

(2) **Definitions.**

(a) *Alarm Company* means any person licensed pursuant to Chapter 489, Florida Statutes to engage in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring any alarm system or causing any alarm system to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed in, or on, any building, structure or facility.

(b) *Alarm User* means any person or other entity that owns, possesses, controls, occupies, or manages any Premises.

(c) *Burglar Alarm System* means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which the Town's Police Department may reasonably be expected to respond, but does not include fire alarms or alarms installed in motor vehicles.

(d) *False Alarm* means a signal from a Burglar Alarm System that elicits a response by the Town's Police Department when no emergency or actual or threatened criminal activity requiring an immediate response including a signal activated by negligence, accident, mechanical failure, and electrical failure; signals activated intentionally in non-emergency situations; and signals for which the actual cause of activation is unknown.

(e) *Premises* means the building or structure or portion of a building or structure upon which is installed or maintained a Burglar Alarm System.

**(3) Permits required for installation or modification of Burglar Alarm Systems.** All Alarm Companies installing or modifying Burglar Alarm Systems which shall operate at any Premises located within the Town shall obtain a Burglar Alarm Permit from the Town Building Department. Only Alarm Companies may apply for, be issued, and perform the work authorized under the Burglar Alarm Permit.

**(4) Registration of alarm system and fee.**

(a) *Registration of Burglar Alarm Systems.* All Burglar Alarm Systems which operate at any Premises located within the Town shall be registered with the Town by the Alarm User. The Alarm User shall complete and submit to the Town an annual registration for each Burglar Alarm System together with the appropriate fee. A new registration fee shall be necessary upon a change in the Alarm User. Failure to register a Burglar Alarm System shall constitute a violation of this Ordinance.

(b) Alarm System registration shall be made upon forms prescribed by the Town Manager. Each application shall include:

- (1) The name, address and telephone number of the applicant.
- (2) The make and type of alarm system and date of original installation.
- (3) Whether the Premises on or in which the alarm system is located are residential or nonresidential.
- (4) The name, address and telephone number of the alarm business or person which installed the alarm system.
- (5) The name, address and telephone number of the alarm business(es) with which the applicant has a maintenance or service contract, if any, or a central station hookup.
- (6) The names, addresses and telephone number of no less than three persons or entities to be contacted in the event of a false alarm.
- (7) The signature of the applicant and date of application.

(c) *Change in registration information.* In the event of a change in any of the information required as part of the annual registration, the Alarm User shall notify the Town of the change. An updated registration shall be filed with the Town within ten (10) days of any change.

(d) *Annual Registration Fee.* Effective November 1, 2006, there shall be an annual registration fee of twenty-five dollars (\$25.00) for all alarm registrations. Each separate alarm system shall require a separate registration. The registration period will be for one year. Upon renewal for registration periods beginning on or after November 1, 2007, the fee will be reduced to fifteen dollars (\$15.00) if the Burglar Alarm System has had no False Alarms requiring police dispatch during the prior registration period. For the registration period beginning November 1, 2006, the registration deadline shall be extended until January 1, 2007 provided however that the registration period shall still be deemed to run from November 1, 2006 to November 1, 2007.

**(5) Required Equipment in a Burglar Alarm.** An Alarm User shall not use a Burglar Alarm System unless that Burglar Alarm System is equipped with:

(a) A backup power supply that will become effective in the event of power failure or outage; and

(b) A device that automatically silences the alarm within fifteen (15) minutes after activation.

**(6) False Alarms Prohibited.** It is the responsibility of each Alarm User to monitor the occurrences of False Alarms on its premises. No burglar alarm user shall cause, allow, or permit the Burglar Alarm System to give a False Alarm. The Town Police Department shall notify the Alarm User of each False Alarm. Such notice shall be provided by posting a notice of violation on the premises; or by mailing a notice of violation to the Alarm User.

**(7) Alarm Verification Calls Required.** Except for panic or holdup type alarms, all residential or commercial intrusion/burglar alarms that have central monitoring must have a central monitoring verification call made to the premises generating the alarm signal, prior to alarm monitor personnel contacting the Town's Police Department for dispatch. This does not apply to panic or holdup type alarms. Alarm monitoring companies will make available to the Town Police Department, upon request, records providing proof that the monitoring company made the verification calls.

**(8) Canceling False Alarm Calls.** It shall be a violation of this Ordinance for an Alarm Company to fail to notify the Town Police Department of the cancellation of a false alarm within 10 minutes of being notified that the alarm is false by the Alarm User or his authorized representative. However, the Town's Police Department will not cite the Alarm Company for failure to meet the 10-minute criterion if notification of a False Alarm is received before an officer arrives on the scene. Alarm Companies will make available to the Town's Police Department records providing proof that the Police Department was contacted within the 10-minute criterion. If a fire alarm system is connected to a burglar alarm system, this section shall not apply to false alarms that the Alarm User proves were generated by the fire alarm portion of the system.

**(9) Penalties.**

(a) Each violation of either subsection (3), (4) or subsection (5) of this Ordinance shall be punished as follows:

1. For a first violation, by a fine of fifty dollars (\$50.00).

2. For a second and each additional violation, by a fine of one hundred dollars (\$100.00).

(b) Each violation of subsection (6) of this Ordinance shall be punished as follows:

1. For the first false burglar alarm in the user's registration period, the user shall be issued a one-time courtesy warning.

2. For a second, third and fourth false burglar alarm in the user's registration period, by a fine of one hundred dollars (\$100.00).

3. For the fifth and each additional false burglar alarm in the user's registration period, by a fine of two hundred dollars (\$200.00).

(c) Each violation of subsection (7) or subsection (8) of this Ordinance shall be punished as follows:

1. By a fine of one hundred dollars (\$100.00).

(d) An alarm is not a False Alarm if the Alarm User proves that (1) an individual activated the alarm based upon a reasonable belief that an emergency or actual or threatened criminal activity requiring immediate response existed; or (2) the Burglar Alarm System was activated by lightning or an electrical surge that caused physical damage to the system, as evidenced by the testimony of a licensed Alarm Company who conducted an on-site inspection and personally observed the damage to the system; or (3) if the Alarm User experienced a power outage of four or more hours, causing the alarm to activate upon restoration of power, as evidenced by written documentation provided by Florida Power and Light Company or other applicable provider. Fines may be mitigated by the Hearing Officer after presentation of evidence by the Alarm User indicating that mitigation is appropriate.

**(10) Enforcement.** In addition to all remedies otherwise available, this section shall be enforced by the code enforcement provisions set forth 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. 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 and ADOPTED on first reading this 18<sup>th</sup> day of October, 2006.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, CMC  
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 13**

# Memo

To: Honorable Mayor and Town Council  
From: Chad Friedman, Assistant Town Attorney  
Date: November 9, 2006  
Re: Transportation Proportionate Fair-Share Mitigation

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The proposed ordinance amends the Town's Concurrency Management System, which is located in Chapter 33G of the Town Code of Ordinances. This ordinance provides for transportation proportionate fair-share mitigation options, methodologies, and procedures, which are necessary to meet the requirements of Senate Bill 360 ("SB 360"). During the 2005 legislative session, the Florida Legislature adopted SB 360, which made significant amendments to the Growth Management Act. One of these amendments directed local governments to enact an ordinance for assessing transportation proportionate fair-share mitigation by December 1, 2006.

Proportionate fair-share options afford developers the opportunity to proceed with development, under certain conditions, despite a failure in roadway concurrency.<sup>1</sup> This "pay as you go" system requires the developer to mitigate a proposed development's impact on roadway

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<sup>1</sup> Concurrency is a growth management concept intended to ensure that the necessary public facilities and services are available concurrent with the impacts of development.

level of service by making a financial contribution<sup>2</sup> to a qualifying project which alleviates the development's impact on level of service. The developer's contribution is enforced by a legally binding agreement, which will require payment of the proportionate fair-share contribution to be due in full prior to issuance of the final plat or building permit, whichever occurs first. By requiring the developer to enter into a legally binding agreement, this will ensure that there will be adequate roadway capacity concurrent with the impacts of the proposed development. It is recommended that the Town Council approve the proposed ordinance as it meets all of the requirements imposed by SB 360.

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<sup>2</sup> Financial contributions may include, separately or collectively, private funds, contributions of land, and construction and contribution of facilities.

ORDINANCE NO. 06-\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33G "SERVICE CONCURRENCY MANAGEMENT PROGRAM" TO PROVIDE FOR PROVISIONS RELATING TO PROPORTIONATE FAIR-SHARE MITIGATION FOR TRANSPORTATION; CREATING SECTION 33G-5.1 "PROPORTIONATE FAIR SHARE MITIGATION FOR TRANSPORTATION;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the 2005 Florida State Legislature adopted amendments to the state growth management program which directed local governments to comply with a requirement that "proportionate share contributions" be accepted from developers in satisfaction of statewide transportation concurrency requirements by December 1, 2006; and

**WHEREAS**, the Town of Cutler Bay (the "Town") Proportionate Fair-Share Program will provide a method by which the impacts of development on transportation facilities can be mitigated by the cooperative efforts of the public and private sectors; and

**WHEREAS**, the Town Council finds and determines that transportation capacity is a commodity that has a value to both the public and private sectors; and

**WHEREAS**, the Town Council finds that adoption of this ordinance is consistent with Section 163.3180, Florida Statutes and the Miami Dade County Comprehensive Plan, which now functions as the Town's Comprehensive Plan; and

**WHEREAS**, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed ordinance and recommends approval; and

**WHEREAS**, the Town finds that this ordinance is in the best interests of the residents of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:**

**Section 1. Findings.** The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Service Concurrency Management Program.** Chapter 33G "Service Concurrency Management Program" is hereby amended to read as follows:

**Chapter 33G SERVICE CONCURRENCY MANAGEMENT PROGRAM**

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<sup>1</sup> Additions are indicated by underlining; deletions are indicated by ~~strikethrough~~.

\* \* \*

**Sec. 33G-3. Definitions.**

Except as otherwise provided in this chapter, the following definitions shall apply to this chapter.

\* \* \*

(11) *Financial feasibility.* Sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the Comprehensive Plan that are necessary to ensure that adopted Level-of-Service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements.

\* \* \*

(20) *Proportionate fair-share mitigation for transportation.* A developer may choose to satisfy all concurrency requirements by contributing or paying their calculated fair-share if transportation facilities or facility segments identified as mitigation for traffic impacts are specifically identified for funding in the 5-year schedule of capital improvements in the Capital Improvements Element of Comprehensive Plan or payments to such facilities or segments are reflected in the 5-year schedule of capital improvements in the next regularly scheduled update of the Capital Improvements Element; or programmed for construction in the 5-year capital facility plan or work program of the agency having responsibility for the transportation improvement.

\* \* \*

(24) *Strategic Intermodal System (SIS).* A statewide network of high-priority transportation facilities, including the state's largest and most significant commercial service airports, spaceport, deepwater seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways.

\* \* \*

**Sec. 33G-5. Procedures.**

(1) As provided herein, no development order shall be issued where levels of service (LOS) for all public services and facilities will not meet or exceed LOS standards or where the issuance of the development order would result in a reduction in the level of service for any service or facility below LOS standards, except under the following conditions:

\* \* \*

(6) No development order shall be issued by the Town Council or a Town ~~any County board,~~ ~~agency or~~ department unless the following conditions are met:

\* \* \*

(b) *Intermediate development orders:*

1. Unless otherwise provided by this chapter, intermediate development orders may be approved only if all services and facilities (roads, transit, water, sewer, parks, solid waste, and flood protection) meet or exceed LOS standards and the development authorized by issuance of the intermediate development order must not result in a reduction of any LOS below LOS standards; or the facilities necessary to accommodate the impacts of the proposed development at or above the applicable standards as established in the CDMP are:

a. Programmed in the five-year schedule of improvements in the Capital Improvement Element or Transportation Improvement Program; or

b. Consistent with the CDMP and contained in the adopted five-year capital improvements program of the applicable other service provider; or

c. Consistent with the CDMP and the applicant agrees in a recordable written instrument that no final development order will be requested unless the necessary facilities are programmed or contracted within the time frames specified in Section 33G-5(6)(c); or

d. Satisfied through proportionate fair share mitigation for transportation as set forth in Section 33G-5.1.

\* \* \*

(c) *Final development orders:*

1. Unless otherwise provided by this chapter, final development orders may be approved only if all services and facilities (roads, transit, water, sewer, parks, solid waste, and flood protection) meet or exceed LOS standards and the development authorized by issuance of the final development order must not result in a reduction of any LOS below LOS standards; or if the subject development is located inside the Urban Development Boundary and:

\* \* \*

b. For roads and transit, the facilities necessary to accommodate the impacts of the proposed development at or above the applicable standards as established in the CDMP are:

\* \* \*

(8) Must be contracted for construction no later than thirty-six (36) months after issuance of a certificate of use and occupancy if the development is located within the Urban Development Boundary, and no later than the date of issuance of a certificate of use and occupancy if the development is located outside the Urban Development Boundary; ; or

(9) Satisfied through proportionate fair share mitigation for transportation is provided as outlined in Section 33G-5.1.

\* \* \*

### **Sec. 33G-5.1. Proportionate fair share mitigation for transportation.**

#### **(1) Applicability.**

The Proportionate Fair-Share Program shall apply to all developments in the Town that have been notified of a lack of capacity to satisfy transportation concurrency on one or more transportation facilities in accordance with the Town Concurrency Management Program, including transportation facilities maintained by the Florida Department of Transportation (FDOT) or another jurisdiction that are relied upon for concurrency determinations, pursuant to the requirements of Section 33G-5.1(2) below. The Proportionate Fair-Share Program does not apply to Developments of Regional Impact (DRIs) using proportionate fair share under Section 163.3180(12), Florida Statutes, or to developments exempted from concurrency as provided for in this Chapter.

#### **(2) General Requirements.**

(a) An applicant whose project meets the criteria of subsection 33G-5.1(1) may choose to satisfy transportation concurrency requirements by making a proportionate fair share contribution, pursuant to the following requirements:

(1) The proposed development is consistent with the Comprehensive Development Master Plan (CDMP) and applicable land development regulations; and

(2) The five-year schedule of capital improvements in the Town's Capital Improvements Element (CIE) includes one or more transportation improvements that, upon completion, will satisfy the requirements of the Town's Concurrency Management Program. The provisions of Section (b) below may apply if a project or projects needed to satisfy concurrency are not presently contained within the Town's CIE.

(b) The Town may choose to allow an applicant to satisfy transportation concurrency for a deficient segment(s), through the Proportionate Fair-Share Program, by the developer contributing to an improvement that, upon completion, will create additional capacity on the deficient segment(s) sufficient to accommodate the additional traffic generated by the applicant's proposed development even if the improvement project for

the deficient segment(s) is not contained in the five-year schedule of capital improvements in the CIE where:

(1) The Town Council holds an advertised public hearing to consider the proportionate share agreement and corresponding future changes to the five-year CIE; and

(2) The Town Council adopts by Resolution the Proportionate Fair Share Agreement directing Town staff to file an amendment adding the improvement(s) to the five-year schedule of capital improvements in the CIE, no later than the next regularly scheduled update. To qualify for consideration under this section, the proposed improvement must be reviewed by the Town Council, and determined to be financially feasible, consistent with the CDMP, and in compliance with the provisions of this section.

(c) Any improvement project(s) proposed to meet a developer's fair-share obligation must meet design standards of the Town for locally maintained roadways, and the design standards of FDOT for the state highway system.

(3) Application Process.

(a) Upon the notification of a lack of capacity to satisfy transportation concurrency, an applicant may choose to satisfy transportation concurrency through the proportionate fair-share program pursuant to the requirements of subsection 33G-5.1(2)

(b) Prior to submitting an application for a proportionate fair-share agreement, the applicant shall attend a pre-application meeting with the Public Works Department to discuss eligibility, application submittal requirements, potential mitigation options, and related issues. If the impacted facility is on the Strategic Intermodal System (SIS), then FDOT will be notified and invited to participate in the pre-application meeting.

(c) Eligible applicants shall submit an application to the Pubic Works Department that includes an application fee, as established by resolution, and the following:

(1) Name, address, and phone number of owner(s), developer and agent;

(2) Property location, including parcel identification numbers;

(3) Legal description and survey of property;

(4) Project description, including type, intensity, and amount of development;

(5) Phasing schedule, if applicable;

(6) Description of requested proportionate fair-share mitigation method(s);

(7) Copy of concurrency application; and

(8) Location map depicting the site and affected road network.

(d) Within 10 business days, the Public Works Department shall review the application and certify that the application is sufficient and complete. If an application is determined to be insufficient, incomplete, or inconsistent with the general requirements of the Proportionate Fair-Share Program as indicated in subsection 33G-5.1(2), then the applicant shall be notified in writing of the reasons for such deficiencies within 10 business days of submittal of the application. If such deficiencies are not remedied by the applicant within 30 days of receipt of the written notification, then the application shall be deemed abandoned.

(e) Pursuant to Section 163.3180(16)(e), Florida Statutes, proposed proportionate fair-share mitigation for development impacts to facilities on the SIS requires the concurrency of the FDOT. If a SIS facility is proposed for proportionate share mitigation, the applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion in the proportionate fair-share agreement.

(f) Once an application is deemed sufficient, complete, and eligible, a proposed proportionate fair-share obligation and binding agreement will be prepared by the applicant with direction from the Town and delivered to the Public Works Department for review, including a copy to the FDOT for any proposed proportionate fair-share mitigation on SIS facilities, no later than 60 days from the date at which the application was determined to be sufficient and no fewer than 14 days prior to the Town Council meeting when the agreement will be considered.

(g) The Public Works Department shall notify the applicant of the date, time, and location of the Town Council meeting at which the agreement will be considered for final action. No proportionate fair-share agreement(s) will be effective until approved by the Town Council.

(4) Determination of Proportionate Fair-Share Obligation.

(a) Proportionate fair-share mitigation for concurrency impacts may include, separately or collectively, private funds, contributions of land, and construction and contribution of facilities as provided for in Section 163.3180(16)(c), Florida Statutes.

(b) A development shall not be required to pay more than its proportionate fair share. The fair market value of the proportionate fair-share mitigation for the impacted facilities shall not differ based on the form of mitigation as provided for in Section 163.3180 (16)(c), Florida Statutes.

(c) The methodology used to calculate an applicant's proportionate fair-share obligation shall be as provided for in Section 163.3180(12), Florida Statutes, as follows:

The amount of the proportionate-share contribution shall be calculated based upon the cumulative number of trips from the proposed development expected to reach roadways during the peak hour from the complete buildout of a stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain the adopted level of service, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted level of service. This methodology is expressed by the following formula:

$$\text{Proportionate Fair Share} = \Sigma [(\text{Development Trips}_i) \div (\text{SV Increase}_i)] \times \text{Cost}_i ]$$

(Note: In the context of the formula, the term "cumulative" does not include a previously approved stage or phase of a development.)

**Where:**

$\Sigma$  = Sum of all deficient links proposed for proportionate fair-share mitigation for a project.

Development Trips<sub>i</sub> = Those trips from the stage or phase of development under review that are assigned to roadway segment "i" and have triggered a deficiency per the concurrency management system;

SV Increase<sub>i</sub> = Service volume increase provided by the eligible improvement to roadway segment "i";

Cost<sub>i</sub> = Adjusted cost of the improvement to segment "i". Cost shall consist of all improvements and associated costs, including design, right-of-way acquisition, planning, engineering, inspection, and physical development costs, directly associated with construction at the anticipated cost in the year that construction will occur.

(d) For purposes of determining proportionate fair-share obligations, the Town shall determine improvement costs based upon the actual and/or anticipated costs of the improvement in the year that construction will occur.

(e) If the Town has accepted an improvement project proposed by the applicant, then the value of the improvement shall be based on Public Works Department cost estimate

and approved by the Town's Public Works Director, or other method approved by the Town's Public Works Director.

(f) If the Town has accepted right-of-way dedication for the proportionate fair share payment, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 120% of the most recent assessed value by the County property appraiser or, at the option of the applicant, by fair market value established by an independent appraisal approved by the Town Council and at no expense to the Town. The applicant shall supply a drawing and legal description of the land and a certificate of title or title search of the land to the Town Council at no expense to the Town. If the estimated value of the right-of-way dedication proposed by the applicant, based on a Town-approved appraisal, is less than the Town estimated total proportionate fair-share obligation for that development, then the applicant must also pay the difference. Prior to the purchase of acquisitions of any real estate intended to be used for proportionate fair-share, public or private partners should contact the FDOT for essential information about compliance with federal law and regulations.

(5) Impact Fee Credit for Proportionate Fair-Share Mitigation.

(a) Where mitigation is occurring on County roads, proportionate fair-share contributions shall be applied as a credit against impact fees to the extent that all or a portion of the proportionate fair-share mitigation is used to address the same capital infrastructure improvements contemplated by the County's impact fee ordinance.

(b) Impact fee credits for the proportionate fair-share contribution will be determined when the transportation impact fee obligation is calculated for the proposed development. Impact fees owed by the applicant will be reduced per the Proportionate Fair-Share Agreement as they become due per the County's impact fee ordinance. If the applicant's proportionate fair-share obligation is less than the development's anticipated road impact fee for the specific stage or phase of development under review, then the applicant or its successor must pay the remaining impact fee amount to the County pursuant to the requirements of the County impact fee ordinance.

(c) Major projects not included within the County's impact fee ordinance or created under Section 5.1(2) which can demonstrate a significant benefit to the impacted transportation system may be eligible at the County's discretion for impact fee credits.

(d) The proportionate fair-share obligation is intended to mitigate the transportation impacts of a proposed development at a specific location. As a result, any road impact fee credit based upon proportionate fair-share contributions for a proposed development cannot be transferred to any other location unless provided for within the County's impact fee ordinance.

(6) Proportionate Fair-Share Agreements.

(a) The Town Council has the authority by resolution to enter into a Proportionate Fair-Share Agreement.

(b) Upon executing a proportionate fair-share agreement (Agreement), in a form acceptable by the Town, and satisfying other concurrency requirements, an applicant shall receive concurrency approval. Should the applicant fail to apply for a development order within (90 days) of receiving concurrency approval by the Town Council, the project's concurrency vesting shall expire, and the applicant shall be required to re-apply.

(c) Payment of the proportionate fair-share contribution is due in full prior to issuance of the final plat or building permit whichever occurs first. If the payment is submitted more than 6 months from the date of execution of the Agreement, then the proportionate fair-share cost shall be recalculated at the time of payment based on the best estimate of the construction cost of the required improvement at the time of payment. Once a proportionate share payment for a project is made and other impact fees for the project are paid, no refunds shall be given unless otherwise established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the completion of all required improvements.

(d) All developer improvements authorized under Section 5.1 must be completed as established in a binding agreement that is accompanied by a security instrument that is sufficient to ensure the completion of all required improvements.

(e) Dedication of necessary right-of-way for facility improvements pursuant to a proportionate fair-share agreement must be completed prior to issuance of the final development order or recording of the final plat.

(f) Any requested change to a development project subsequent to issuance of a development order shall be subject to additional proportionate fair-share contributions to the extent the change would increase project costs or generate additional traffic that would require mitigation.

(g) Applicants should submit a letter to withdraw from a proportionate fair-share agreement at any time prior to the execution of the agreement. The application fee and any associated advertising costs to the Town are nonrefundable.

(h) The Town may enter into proportionate fair-share agreements for selected corridor improvements to facilitate collaboration among multiple applicants on improvements to a shared transportation facility.

(7) Appropriation of Fair-Share Revenues.

(a) Proportionate fair-share revenues shall be placed in the appropriate project account for funding of scheduled improvements in the Town's CIE, or as otherwise established in the terms of the proportionate fair-share agreement. At the discretion of the Town, proportionate fair-share revenues may be used for operational improvements

prior to construction of the capacity project from which the proportionate fair-share revenues were derived. Proportionate fair-share revenues may also be used as the 50% local match for funding under the FDOT Transportation Regional Incentive Program (TRIP).

(b) In the event a scheduled facility improvement is removed from the CIE, then the proportionate fair share revenues collected for its construction may be applied toward the construction of alternative improvements within that same corridor or sector where the alternative improvement will mitigate the impacts of the development project on the congested roadway(s) for which the original proportionate fair share contribution was made.

**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.

PASSED on first reading this 18<sup>th</sup> day of October, 2006.

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

---

PAUL S. VROOMAN, Mayor

Attest:

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ERIKA GONZALEZ-SANTAMARIA, CMC  
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 14**

**ORDINANCE NO. 06-**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA , ADOPTING THE OFFICIAL TOWN LOGO; PROVIDING FOR USE OF THE TOWN LOGO; PROHIBITING USE OF THE LOGO WITHOUT PERMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council finds it is in the best interest of the Town of Cutler Bay (the "Town") to adopt the official Town Logo; and

**WHEREAS**, the Town owns the rights to the Town Logo and has the right to prohibit unauthorized use of the Town Logo; and

**WHEREAS**, the Town Council recognizes that the official Town Logo should be utilized only for Town business or with proper authorization.

**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.** **Town Logo Adopted.** The Official Town Logo of the Town of Cutler Bay shall mean the Town's identifying symbol attached hereto as Exhibit "A."

**Section 3.** **Use of Town Logo.** The Official Town Logo shall be used whenever it is necessary for the Town to identify equipment, facilities, documents, and other items that the Town desires to identify as being Town-related.

**Section 4.** **Prohibition.** It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the Official Logo of the Town or the stationery of a real or fictitious agency, department or instrumentality of the Town of Cutler Bay without the expressed written authority of the Town Council or its designee.

**Section 5.** **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 6. 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 7. Effective Date.** This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this 18<sup>th</sup> day of October, 2006.

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

\_\_\_\_\_  
PAUL S. VROOMAN, Mayor

Attest:

\_\_\_\_\_  
ERIKA GONZALEZ SANTAMARIA, CMC  
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 \_\_\_\_\_



ADDED 11/15/2006

**RESOLUTION NO. 06 - \_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING MEMBERS TO THE TOWN OF CUTLER BAY WIFI COMMITTEE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 6, 2006, the Town Council (the "Council") of the Town of Cutler Bay (the "Town") adopted Resolution 06-94 creating the WIFI Committee (the "Committee"); and

**WHEREAS**, Resolution 06-94 requires that each Councilmember appoint one member to the Committee; and

**WHEREAS**, the Council wishes to appoint members to the Committee.

**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 incorporated herein by this reference.

**Section 2. Appointment and Term.** The Council hereby appoints the committee members listed in Exhibit "A" to serve as members of the Committee.

**Section 3. Implementation.** The Council and Town Manager are authorized to take any and all action necessary to implement this resolution.

**Section 4. Effective Date.** This resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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”**

### **WiFi Committee**

1. Tom Condon – appointed by Councilmember Sochin
2. John Meklejohn – appointed by Councilmember Meerbott
3. Patrick Russo – appointed by Mayor Vrooman
4. Darryl Boyette – appointed by Vice Mayor MacDougall
5. Brian Dreher – appointed by Councilmember Bell

**RESOLUTION NO. 06 - \_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA,  
APPOINTING MEMBERS TO THE TOWN OF CUTLER  
BAY PARKS AND RECREATION ADVISORY  
COMMITTEE; PROVIDING FOR IMPLEMENTATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 19, 2006, the Town Council (the “Council”) of the Town of Cutler Bay (the “Town”) adopted Resolution 06-97 creating the Parks and Recreation Advisory Committee (the “Committee”); and

**WHEREAS**, Resolution 06-97 requires that each Councilmember appoint two members to the Committee and that a member be appointed at large; and

**WHEREAS**, the Council wishes to appoint members to the Committee.

**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 incorporated herein by this reference.

**Section 2. Appointment and Term.** The Council hereby appoints the committee members listed in Exhibit “A” to serve as members of the Committee.

**Section 3. Implementation.** The Council and Town Manager are authorized to take any and all action necessary to implement this resolution.

**Section 4. Effective Date.** This resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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”**

### **Parks Committee**

1. Louise Lockwood – appointed by Councilmember Sochin
2. Barbara Condon – appointed by Councilmember Sochin
3. Allison Diego – appointed by Councilmember Meerbott
4. Clarissa Diaz de Villegas – appointed by Councilmember Meerbott
5. David Houtz – appointed by Mayor Vrooman
6. Alex Soronellas – appointed by Mayor Vrooman
7. Mark Parets – appointed by Councilmember Bell
8. Mike Baughn – appointed by Councilmember Bell
9. Marilyn Horm – appointed by Vice Mayor MacDougall
10. Jonathan Borghi – appointed by Vice Mayor MacDougall
11. **AT LARGE APPOINTMENT**

**RESOLUTION NO. 06 - \_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA,  
APPOINTING MEMBERS TO THE TOWN OF CUTLER  
BAY SPECIAL TRANSPORTATION COMMITTEE;  
PROVIDING FOR IMPLEMENTATION; AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 4, 2006, the Town Council (the "Council") of the Town of Cutler Bay (the "Town") adopted Resolution 06-100 creating the Special Transportation Committee (the "Committee"); and

**WHEREAS**, Resolution 06-100 requires that each Councilmember appoint one member to the Committee, that six members be appointed at large and that each of the five retirement homes be represented by at least one member; and

**WHEREAS**, the Council wishes to appoint members to the Committee.

**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 incorporated herein by this reference.

**Section 2. Appointment and Term.** The Council hereby appoints the committee members listed in Exhibit "A" to serve as members of the Committee.

**Section 3. Implementation.** The Council and Town Manager are authorized to take any and all action necessary to implement this resolution.

**Section 4. Effective Date.** This resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
Paul S. Vrooman, Mayor

Attest:

\_\_\_\_\_  
Erika Gonzalez-Santamaria, CMC  
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"**

### **Special Transportation Committee –**

1. Alfie Sergio – appointed by Vice Mayor MacDougall
2. Delores Demitriou – appointed by Councilmember Meerbott
3. Joe Corradino – appointed by Mayor Vrooman
4. Marelyn Behena – appointed by Councilmember Bell
5. Janita Write – appointed by Councilmember Sochin
6. Betty Metcalf – At Large representing East Ridge Retirement
7. Martha Vazquez – At Large representing Pine Woods Villa
8. Bernice Sanchez – At Large representing Saga Bay
9. Luz Nereida Rivera Fernandez – At Large representing Lake Shore
10. Jean Bryer – At Large representing Coral Bay Terrace
11. At Large Selection