



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 Alexander
Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria

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

TOWN COUNCIL MEETING AGENDA

Wednesday, January 16, 2008, 7:00 PM
South Dade Government Center
10720 SW 211th Street, Room 203
Cutler Bay, Florida 33189

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

3. APPROVAL OF MINUTES

A. Regular Council Meeting – December 19, 2007

TAB 1

4. REPORTS

A. TOWN MANAGER'S REPORT

B. TOWN ATTORNEY'S REPORT

C. BOARD AND COMMITTEE REPORTS

5. CONSENT AGENDA

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO REJECT ALL PROPOSALS FOR RFP # 07-05 FOR BUILDING AND PERMITTING SERVICES AND AUTHORIZING THE

TAB 2

RE-ADVERTISEMENT OF THE REQUEST FOR PROPOSALS; AND PROVIDING FOR AN EFFECTIVE DATE

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENTS FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH DUVAL FORD IN THE AMOUNT OF \$74,900; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

- C. 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 AN AGREEMENT FOR CONSULTING SERVICES IN SUPPORT OF THE ACQUISITION OF LANDS FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; WAIVING THE REQUIREMENT FOR BIDDING OF THE CONTRACT ON ACCORDANCE WITH SECTION 3.10 OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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.

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

- A. A ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CUTLER BAY BUSINESS TAX EQUITY STUDY ADVISORY BOARD, WHICH SHALL SERVE AS THE EQUITY STUDY COMMISSION, AND ESTABLISHING PROCEDURES FOR APPOINTMENT OF MEMBERS, A TIMETABLE AND RULES OF PROCEDURE; PROVIDING FOR SUNSET PROVISION , AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE ISSUANCE OF SOLID WASTE FRANCHISE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION; PROVIDING FOR DEFINITIONS; IMPOSING A FRANCHISE FEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE

TAB 6

COLLECTION ACTIVITIES ; AWARDING FRANCHISES TO CERTAIN PERMITTED PRIVATE HAULERS; PROVIDING FOR PENALTIES, SPECIAL ASSESSMENT LIEN PRIORITY; PROVIDING FOR REPEALER AND INCLUSION IN THE CODE, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

- B.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING SECTION 21-276 "BURGLAR ALARMS" OF THE TOWN CODE BY PRO RATING THE FEE FOR NEW BURGLAR ALARM REGISTRATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

- C.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-24 WHICH ORDINANCE ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 BY REVISING SAID BUDGET TO APPROPRIATE \$200,000 DESIGNATED AS CONTINGENCY RESERVES AND PROVIDE SUCH FUNDS BE ALLOCATED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR GREEN BUILDING INITIATIVE EXPENDITURES AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND DO ALL THINGS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE. **(VROOMAN)**

TAB 8

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

11. MAYOR AND COUNCIL COMMENTS

12. OTHER BUSINESS

13. ADJOURNMENT

- A.** Regular Council Meeting
Wednesday, February 20, 2008, 7:00 P.M.
South Dade Regional Library, 2nd Floor
10750 SW 211th ST

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 1

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

Wednesday, December 19, 2007, 7:00 PM
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 7:00 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
Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria

2. PROCLAMATIONS, AWARDS, PRESENTATIONS:

A. Proclamation was presented to Representative Julio Robaina.

3. APPROVAL OF MINUTES:

A. Councilmember Meerbott made a motion approving the minutes of the meeting of November 14, 2007. The motion was seconded by Councilmember Bell 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.

4. REPORTS

A. TOWN MANAGER'S REPORT

The Town Manager reported that the members of Council will be appointing the members of the Charter Review committee, which he then discussed that Merrett Stierheim was chosen to be the consultant to assist the committee with their endeavors. The Manager discussed that in a memo to Council, the Town has adopted the State's policy on Town investments. He further discussed that the Miami-Dade County Committee on Transit had unanimously approved the PTP funds in the amount of \$20 million to be allocated for the Town, which now heads for County Commission vote in January. The Manager later introduced Rafael Casals, the Public Works Director, who commended the good deeds of NEAT Team Member Scott Volin, who witnessed a home burglary in progress, which led to the apprehension of two suspects. The Manager continued to discuss that the Performing Arts Center should be nearly complete by October 2008. He reported on the charges on Commander Pichardo which have been dropped and has been completely exonerated.

1. Memo - Annexation

The Manager addressed the issue on the Goulds annexation question from the County. He discussed that it costs the County more than \$5.4 million over revenues generated to provide services. He mentioned that the numbers provided by the County are quite conservative and the numbers may be more to provide an adequate level of service to the area. After some discussion, the Council felt that at this point in time it was best to not pursue the annexation of Goulds, but the Council still holds the possibility of further discussion on the item in the future.

- B. TOWN ATTORNEY'S REPORT
- C. BOARD, COMMITTEE, AND COUNCIL REPORTS

Councilmember Bell announced that the next Parks Committee meeting will be January 29th at Cutler Ridge Park at 7:30 p.m. She also announced that the Town Events Committee has commenced and the next meeting will be January 14th at 7 p.m. at Town Hall.

Councilmember Sochin discussed a possible WiFi achievement for the next Council meeting.

5. CONSENT AGENDA:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO APPOINTMENT OF COMMITTEE MEMBERS; REQUIRING CERTAIN MATERIALS BE PRESENTED PRIOR TO APPOINTMENT OF A COMMITTEE MEMBER; REQUIRING APPEARANCE BY COMMITTEE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(MACDOUGALL)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR THE INSTALLATION OF ENTRY FEATURE MONUMENT SIGNS BETWEEN MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT AND THE TOWN OF CUTLER BAY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT FOR BILLING OF STORMWATER CHARGES BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND A BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Vrooman pulled Items B and F, Vice Mayor MacDougall pulled Items D and G, Councilmember Bell pulled Item H.

Councilmember Bell made a motion to approve the Consent Agenda as amended with pulled Items B, D, F, G and H. The motion was seconded by Vice Mayor MacDougall and Resolutions 07-59, 07-61, and 07-63 was adopted by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ENDORSING THE FLORIDA GREEN BUILDING COALITION'S "GREEN LOCAL GOVERNMENT STANDARD;" PROVIDING AUTHORIZATION FOR THE TOWN MANAGER TO PURSUE THE GREEN LOCAL GOVERNMENT STANDARD; PROVIDING FOR THE ENCOURAGEMENT OF THE FLORIDA LEGISLATURE AND GOVERNOR TO SUPPORT THE GREEN LOCAL GOVERNMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 07-60 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING THE PLANNING DEPARTMENT'S SPECIAL EVENT FEES FOR NOT-FOR-PROFIT AND CHARITABLE ORGANIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. **(SOCHIN)**

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 07-62 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY;" PROVIDING FOR THE AUTHORIZATION OF THE TOWN MANAGER TO ENTER INTO THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 07-64 was approved by unanimous 5-0 voice vote. The vote was

as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RESPECTIVELY REQUESTING MIAMI-DADE COUNTY TO DEFER APPLICATION NUMBER Z07-207 RELATING TO FLORIDA POWER AND LIGHT'S (FPL) NUCLEAR POWER PLANT (TURKEY POINT) EXPANSION UNTIL SUCH TIME THAT FPL REPRESENTATIVES HOLD PUBLIC INFORMATIONAL FORUMS WITHIN THE TOWN TO INFORM THE RESIDENTS OF THE TOWN ABOUT THE PROPOSED EXPANSION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 07-58 was approved by 4-1 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, and Mayor Vrooman voting Yes; and Vice Mayor MacDougall voting No.

The town clerk read the following resolution by title:

- H.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING A CHARTER REVISION COMMISSION; PROVIDING FOR AN APPOINTMENT PROCEDURE FOR MEMBERS OF A CHARTER REVISION COMMISSION; PROVIDING FOR DISSOLUTION OF THE COMMISSION; PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 07-65 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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.

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 SITE PLAN APPROVAL FOR A 3,960 SQUARE FOOT BANK ON APPROXIMATELY .51 ACRES, LOCATED AT 19199 SOUTH DIXIE HIGHWAY; AND PROVIDING FOR AN EFFECTIVE DATE.

Planning Director Don O'Donniley gave an oral report recommending approval of the applicant's request subject to the following conditions:

- The development shall be consistent with the following plans as revised and all other building plans and elevations on file in the Town Planning Department:
 - a. Site Plan, Titled "Commerce Bank at 19199 South Dixie Highway, Cutler Bay", prepared by Kimley-Horn and Associates, Inc., Dated 10/12/07, sheets CS, C-1, C-2, C-3, C-4, SP-1, SP-2 and PH-1, signed and sealed on 10/15/07.
 - b. Paving, Grading and Drainage Plans, entitled "Commerce Bank at 19199 South Dixie Highway, Cutler Bay", prepared by Kimley-Horn and Associates, Inc., Dated 10/12/07, sheets C-4, C-5, WS-1, WS-2, D-1 and D-2, signed and sealed on 10/15/07.
 - c. Landscape Plans, Titled "Bank at 19199 S. Dixie Hwy. Cutler Bay", prepared by Kimley-Horn and Associates, Inc, Dated 10/3/07, signed and sealed on 10/15/07, sheets LA-1 through LA-4 and IR-1 through IR-3.
 - d. Architecture, entitled "Commerce Bank", prepared by InterArch, Dated 10/17/07, signed and sealed on 10/17/07, sheets A-200, A-200.1, A,300 and A-300.1.
- Prior to the issuance of the first principal Building Permit, the applicant shall provide written approval of a permit relating to the construction, operation, and maintenance of improvements within the Florida Department of Transportation right-of-way on S. Dixie Highway (US-1/SR-5); and
- Prior to the issuance of the first principal Building Permit, the applicant will submit architectural plans demonstrating the use of building materials other than stucco integrated as a base or a top treatment.
- Applicant shall provide and submit a full set of plans dated December 20, 2007.
- The Town shall comply with the Florida Department of Transportation regulations and requirements.

Miguel Diaz de la Portilla, 121 Alahambra Plaza, representing the applicant, addressed the Council.

The Mayor opened the public hearing. Jaime Reyes, 9750 Southwest 215 Lane, addressed the Council.

Vice Mayor MacDougall made a motion to approve the Resolution. The motion was seconded by Councilmember Sochin and Resolution 07-66 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)

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

- A.** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE ISSUANCE OF SOLID WASTE FRANCHISE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION; PROVIDING FOR DEFINITIONS; IMPOSING A FRANCHISE FEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES ; AWARDED FRANCHISES TO CERTAIN PERMITTED PRIVATE HAULERS; PROVIDING FOR PENALTIES, SPECIAL

ASSESMENT LIEN PRIORITY; PROVIDING FOR REPEALER AND INCLUSION IN THE CODE, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

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

This item will be heard on second reading on January 16, 2008.

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

- B.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING SECTION 21-276 "BURGLAR ALARMS" OF THE TOWN CODE BY PRO RATING THE FEE FOR NEW BURGLAR ALARM REGISTRATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

This item will be heard on second reading on January 16, 2008.

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

- C.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-24 WHICH ORDINANCE ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 BY REVISING SAID BUDGET TO APPROPRIATE \$200,000 DESIGNATED AS CONTINGENCY RESERVES AND PROVIDE SUCH FUNDS BE ALLOCATED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR GREEN BUILDING INITIATIVE EXPENDITURES AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND DO ALL THINGS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

This item will be heard on second reading on January 16, 2008.

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED):

The clerk read the following ordinance, on second reading, by title:

- A.** AN ORDINANCE OF TOWN OF CUTLER BAY, FLORIDA, CREATING A STORMWATER UTILITY SYSTEM FOR THE TOWN; PROVIDING AUTHORITY; PROVIDING FOR DEFINITIONS; MAKING CERTAIN FINDINGS AND DETERMINATIONS; ESTABLISHING A STORMWATER UTILITY FEE SYSTEM; ESTABLISHING THE RATE OF STORMWATER UTILITY FEE; ESTABLISHING A METHOD AND PROCEDURE FOR THE COLLECTION OF STORMWATER UTILITY FEES; PROVIDING FOR REQUESTS FOR ADJUSTMENT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened the public hearing. There were no speakers at this time.

Councilmember Bell made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sochin and Ordinance 07-29 was adopted by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- B.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING THE TOWN CODE BY CREATING THE "DANGEROUS INTERSECTION SAFETY" REGULATIONS, PROVIDING FOR RECORDED IMAGE MONITORING AND ENFORCEMENT OF RED LIGHT INFRACTIONS, AND FOR RELATED PROCEDURES AND PROVISIONS; AMENDING ORDINANCE 07-09, SECTION 10 "SCHEDULE OF CIVIL PENALTIES", TO FACILITATE USE OF CODE ENFORCEMENT MECHANISM FOR DANGEROUS INTERSECTION SAFETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.
(MEERBOTT)

The Mayor opened the public hearing. Joy Cooper, 9365 Nassau Drive, Bill Meiklejohn, 9311 Sterling Drive, Jaime Reyes, 9750 Southwest 215 Lane, Padraig Brousseau, 19791 Southwest 101 Court, addressed the Council

Councilmember Sochin made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor MacDougall and Ordinance 07-30 was adopted by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- C.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING THE TOWN CODE BY ADOPTING REGULATIONS RELATED TO SMOKING IN PARKS; AMENDING ORDINANCE 07-09, SECTION 10 "SCHEDULE OF CIVIL PENALTIES", TO FACILITATE USE OF CODE ENFORCEMENT SYSTEM FOR ELIMINATING SMOKING IN NON-SMOKING AREAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. (MACDOUGALL)

The Mayor opened the public hearing. There were no speakers at this time.

Councilmember Bell made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Sochin and Ordinance 07-31 was adopted by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- D.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING THE TOWN CODE BY ADOPTING REGULATIONS RELATED TO HOMEOWNERS' ASSOCIATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened the public hearing. Jaime Reyes, 9750 Southwest 215 Lane, addressed Council.

Councilmember Sochin made a motion to approve the ordinance on second reading. The motion was seconded by Councilmember Bell and Ordinance 07-32 was adopted by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- E.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-24 WHICH ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 BY REVISING SAID BUDGET AS OUTLINED IN EXHIBIT "A" HERETO AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND DO ALL THINGS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE. (BELL)

The Mayor opened the public hearing. There were no speakers at this time.

Councilmember Bell made a motion to defer the ordinance to a date uncertain. The motion was seconded by Councilmember Meerbott and the motion was approved by unanimous roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

10. PUBLIC COMMENTS

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

The following individuals spoke: Joy Cooper, 9365 Nassau Drive and Jaime Reyes, 9750 Southwest 215 Lane.

11. MAYOR AND COUNCIL COMMENTS

Councilmember Bell thanked the Manager for his efforts on the monument signs and the building signage at Town Hall.

Councilmember Meerbott discussed that on December 15th the annual boat parade took place. The Manager, the Parks Director and Public Works Director participated in the event. Member Meerbott requested that an event should take place that will focus on swimming and preventing drowning in pools and in canals.

Mayor Vrooman thanked the staff on their participation and assistance on the success of the Youth Summit.

The Council wished everyone a happy and safe holiday season.

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

The next council meeting will be held on January 16, 2008 at South Dade Government Center.

The meeting was officially adjourned at 9:55 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 16th day of January, 2008.*

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 and Town Council

From: Steven J. Alexander, Town Manager

Date: January 11, 2008

Re: **REJECTION OF ALL PROPOSALS FOR RFP #07-05 BUILDING AND PERMITTING SERVICES AND RE-ADVERTISEMENT OF RFP**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO REJECT ALL PROPOSALS FOR RFP # 07-05 FOR BUILDING AND PERMITTING SERVICES AND AUTHORIZING THE RE-ADVERTISEMENT OF THE REQUEST FOR PROPOSALS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

At the November 15, 2006 Town Council meeting, authorization was given to advertise RFP # 07-05 For Building and Permitting Services. The RFP resulted in 4 proposals being submitted prior to the August 17, 2007 deadline. Unfortunately, each of the proposals assumed differing base staffing levels and differing levels of involvement of Town staff. On advise from the Town Attorney, staff attempted to obtain clarification from the proposers as to their proposals. Under further advise from the Town Attorney, contract negotiations were begun subsequent to a status update to the Council but unfortunately, due to an error by the Town, a correct and timely notice of such negotiation meeting was not achieved.

In accordance with **Section 3.08 Terms and Conditions** of the RFP (see attachment), we feel that it is in the Town's best interest to reject all of the proposals and re-advertise a revised RFP. I have been advised by the Town Attorney that this should be done by resolution of the Council.

CAP is our current provider and will be providing services while the RFP process is completed.

RECOMMENDATION

We recommend that the resolution be adopted.

RESOLUTION NO. 08-____

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
AUTHORIZING THE TOWN MANAGER TO REJECT ALL
PROPOSALS FOR RFP # 07-05 FOR BUILDING AND
PERMITTING SERVICES AND AUTHORIZING THE RE-
ADVERTISEMENT OF THE REQUEST FOR PROPOSALS;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Town Council of the Town of Cutler Bay authorized the issuance of a Request for Proposals (RFP) for Building And Permitting Services; and

WHEREAS, the RFP resulted in 4 proposals being received prior to the August 17, 2007 deadline; and

WHEREAS, the evaluation of the proposals has revealed the submittals may have been based upon incorrect assumptions; and

WHEREAS, in accordance with Section 1.9 of the RFP, the Town wishes to reject all proposals and re-advertise the RFP.

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. **Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to reject all of the proposals submitted pursuant to RFP # 07-05 for Building and Permitting Services.

Section 3. **Re-advertisement Authorized.** The Town Manager is authorized, on behalf of the Town, to re-advertise the RFP for Building and Permitting Services, Request for Proposals in substantially the form attached.

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

PASSED and ADOPTED this ____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

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 _____



**REQUEST FOR PROPOSAL
for
BUILDING AND PERMITTING SERVICES**

RFP #07-05 r1

Town of Cutler Bay
10720 Caribbean Blvd
Cutler Bay, FL 33189

Issued January 18th, 2008

Sealed proposals will be received by the Town Clerk, Town Hall,
10720 Caribbean Blvd, Cutler Bay, FL 33189, on or before
Thursday, March 27th, 2008 no later than 3:00 pm.

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSAL
BUILDING AND PERMITTING SERVICES
RFP #07-05 r1**

TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSAL.....	3
SECTION 1. INTRODUCTION.....	4
SECTION 2. PROJECT DESCRIPTION.....	8
SECTION 3. SPECIAL CONDITIONS.....	11
SECTION 4. SUBMISSION FORMAT, EVALUATION PROCESS & SELECTION.....	14
APPENDIX A RESPONDENT WARRANTIES.....	17
APPENDIX B SWORN STATEMENT ON PUBLIC ENTITY CRIMES.....	18
APPENDIX C NON--COLLUSION AFFIDAVIT.....	21
APPENDIX D ACKNOWLEDGEMENT.....	23

**TOWN OF CUTLER BAY
NOTICE OF REQUEST FOR PROPOSAL
BUILDING AND PERMITTING SERVICES
RFP #07-05**

The Town of Cutler Bay is currently soliciting Proposals from qualified firms and individuals to provide building and permitting services to the Town.

Sealed Proposals will be received by the Town Clerk, 10720 Caribbean Blvd, Suite 105, Cutler Bay, FL 33189, on or before **Thursday March 27th, 2008, no later than 3:00 PM**, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Proposal (RFP) and submit one (1) original and nine (9) copies of the required information and documents in one (1) sealed envelope, entitled "RFP #07-05: BUILDING AND PERMITTING SERVICES." Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The "Cone of Silence" specifically prohibits communication in regard to this RFP with the Town of Cutler Bay except by written means with the Town Clerk. Certain exceptions are made such as oral communications during the **Pre-Submission Conference scheduled on Wednesday, February 13, 2008, at 10:00 am at Town Hall**. This Cone of Silence takes effect upon advertisement of the RFP and terminates when the Town Manager makes a recommendation for award to the Town Council. In addition to any other penalties provided by law, violation of the Cone of Silence shall render any submission disqualified.

The Town reserves the right to reject any or all Proposals, to terminate the process at any time, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Town.

Interested, qualified firms or individuals can obtain information by contacting at the Town Clerk, Erika Santamaria at (305) 234-4262 or at esantamaria@cutlerbay-fl.gov.

**TOWN OF CUTLER BAY
REQUEST FOR PROPOSAL
BUILDING AND PERMITTING SERVICES
RFP #07-05 r1**

SECTION 1. INTRODUCTION

1.01 Purpose

The Town of Cutler Bay ("Town") is seeking Proposals from qualified firms or individuals ("Respondent") to provide building and permitting services to include plan reviews, inspections and administrative support in the issuance of building permits for the Town. The Respondent will work under the supervision of the Building Official and a Building Division Manager. The Building Division Manager is an employee of the Town.

1.02 Requests for Information/Clarification of Requirements

To facilitate answering requests for information or clarification of requirements and to make the information available to all potential Respondents, Respondents must submit questions in writing, at least five (5) business days prior to the due date of submissions. Email communication is allowed and encouraged. Please address written requests to:

Don O'Donniley, Director
Department of Community Development
10720 Caribbean Blvd
Cutler Bay, FL 33189
Fax: 305-234-4251
dodonniley@cutlerbay-fl.gov

1.03 Pre-Submission Conference

Potential Respondent's to this RFP are invited to attend a conference prior to the submittal of a response. The pre-submission conference shall be held at Town Hall, 10720 Caribbean Blvd, Suite 105, Cutler Bay on **Wednesday, February 13, 2007 at 10:00 am**. While attendance is not mandatory, all interested parties are encouraged to attend. All questions received at the pre-submission conference will be responded to in writing. In accordance with Section 1.02, questions received less than five (5) business days prior to the due date of submissions will not be responded to.

1.04. Amendments to the RFP

All pertinent information relative to this RFP developed by the Town, subsequent to its issuance and prior to the established date for receipt of submissions, will be issued to all prospective Respondents on record in the form of a written amendment hereto.

1.05 Eligibility

To be eligible to respond to this Request for Proposal (RFP), the Respondent must have successfully completed engagements of similar nature and technical specifications contained in this RFP within the past three (3) years. This experience shall be reflected in the response along with contact names and phone numbers. Each Respondent shall meet all legal, technical and professional requirements for providing such services.

1.06 Presentation Costs

The Town shall not be liable for any costs, fees, or expenses incurred by any Respondent in completing this RFP, subsequent inquiries or presentations relating to a response.

1.07 Certification

The signer of the response to this RFP must declare that the only person(s), company or parties interested in the project as principals, are named therein; that the submittal is made without collusion with any other person(s), company or parties submitting Proposals; that the submittal of Proposal is in all respects fair and in good faith without fraud or collusion; and that the signer of the submittal has full authority to bind the principals.

1.08 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records Law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.09 Retention of Submissions

The Town reserves the right to retain all submittals and to use any ideas contained in a response to this request, regardless of whether that Respondent is selected.

1.10 Submission of Responses to this RFP

All submittals of Proposals and other documents comprising a full and complete response must be received by the Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd, Suite 105 Cutler Bay, FL 33189 by **3:00 p.m. on Thursday, March 27th, 2008**. Within one week of submittal of the RFP the Town Manager or his designee(s) shall initiate evaluation of the proposals with a decision being made on the proposals on or before **Thursday, April 17, 2007**.

The submittal of Proposals shall be signed by a representative who is authorized to contractually bind the Respondent.

Each submittal shall be prepared simply and economically, providing straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFP. The emphasis must be on completeness and clarity of content. In order to expedite the evaluation of submittal in response to the issuance of this RFP, it is essential that Respondents follow the format and instructions contained herein.

If the Respondent so wishes, Proposals may be accompanied by brochures, promotional materials or colorful displays properly identified. However, submission requirements must be followed as listed above.

One (1) original and nine (9) copies of your response shall be submitted in one sealed package, clearly marked on the outside "**RFP #07-05 r1, BUILDING AND PERMITTING SERVICES.**" Further information concerning submission format, evaluation procedures and selection is provided in Section 4 of this RFP.

1.11 Submission Content

The content of the RFP and the successful Respondent's submission will become an integral part of the negotiated agreement, but may be modified by provisions of the agreement. Respondents must agree to include any information in an agreement provided either in response to this RFP or received subsequently during the selection process. The information received will be considered contractual in nature and will be used in evaluation of submissions and in subsequent contractual action.

1.12 Imposition of "Cone of Silence"

- a) Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP") between: a potential vendor, service provider, Contractor, Responder, lobbyist, or consultant, the Town Councilmember's, Town's professional staff including, but not limited to, the Town Manager and his staff, any member of the Town's selection or evaluation committee.
- b) Restriction; Notice: A Cone of Silence shall be imposed after the advertisement of said RFP. At the time of imposition of the Cone of Silence, the Town Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, with a copy thereof to each Town Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.
- c) Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the Town Council meeting (whether regular or special) at which the Town Manager makes his or her recommendation to the Town Council. However, if the Town Council refers to 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.

- d) Exceptions to Applicability: The provisions of this section shall not apply to:
1. oral communications at pre-submittal conferences;
 2. oral presentations before selection or evaluation committees;
 3. public presentations made to the Town Council members during any duly noticed public meeting;
 4. communications in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP documents. The Responder 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 the RFP between a potential vendor, service provider, Contractor, Responder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, 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 to determine the competency of the responders regarding a particular submittal during the time period between the submittal of the proposal and the time the Town Manager or designee makes his or her decision;
 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, Contractor, Responder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.
- e) Penalties: Violation of this section by a particular Responder or Contractor shall render any RFP award to said Responder or Contractor voidable by the Town Council or Town Manager. Any person who violates a provision of this section may be prohibited

from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

Please contact the Town Attorney, Mitchell Bierman, (305) 854-0800, mbierman@wsh-law.com, for any questions concerning "Cone of Silence" compliance.

SECTION 2. PROJECT DESCRIPTION

2.01 Background Information

The Town of Cutler Bay was incorporated in November, 2005, and is the newest municipality in Miami-Dade County. The current population is approximately 40,000. The Town is located within Miami-Dade County with the Village of Palmetto Bay to the north and Miami-Dade County to the west and to the south.

The Building Division is one of three divisions of the Department of Community Development. The other divisions include planning and zoning and code compliance. Since incorporation, all building and permitting functions have been provided to the Town through a contractual agreement with a private firm in accordance with the Town's procurement process and outsourcing model. In June 2007, prior to the expiration of the contract for building services, Town staff conducted a review of current operations and upcoming demand for services.

After a thorough analysis of the operation of the Building Division, the recommendation was, among other things, that the Town continues to outsource plan review, inspections and administrative support services to either firms providing all or some of the services required or to individuals as independent contractors. In conjunction with the analysis it was recommended that the Town consider hiring a full-time Building Division Manager. The Town expressly reserves the right to consider employing in house staff for some or all the services required.

Building permit activity and corresponding revenues have increased since the Town's incorporation, indicating a healthy trend in the Town that is expected to continue. Table I shows building permit activity and total revenue for the Town for 2007 through the month of June. Approximately 3,000 permits were issued, with the volume of revenue starting at @ \$10,000 in October and increasing virtually every month to a total of \$58,330 in June, 2007.

Table I. Building Permit History

<u>FY'06/'07</u>	
Open Permits Revenue to 6/07	\$ 3,850.00
Permit Revenue To 6/07	\$ 338,225.09
Total Revenue	<hr/> \$ 342,075.09

2.02 Scope of Work to be Performed

1. Process permit applications.
2. Review plans for permitting.
3. Issue permits.
4. Inspect all permitted jobsites.
5. Issue Certificates of Occupancy.
6. Enforce the requirements of the Building Code.
7. Collect and report all permit-related revenues per the Town's Permit Fee Schedule.
8. Submit monthly reports to Town Manager of permit activity and revenues collected.
9. Process records relating to permits; storage and archiving of permit files.
10. Submit report detailing number of permits issued, plans reviewed and inspections performed; utilizing the Town's computer tracking system
11. Prepare cases presented and attendance at applicable boards, including but not limited to the Board of Rules and Appeals, the Contractors Licensing Board and the Unsafe Structures Board.
12. Provide administrative and clerical staff to support permitting functions (under advisory supervision of Building Division Manager).
13. Consult with architects/engineers and contractors for Building Code guidance on large projects.
14. Meet with architects/engineers, homeowners, contractors and other permit holders when requested, to discuss any questions, problems or concerns on plans or permits.
15. Provide emergency 24-hour Building Code service to respond to damage to structures.
16. Provide Building Code damage assessment service for emergencies and natural disasters.
17. Provide jobsite disaster preparation and follow-up service.
18. Scan/digitize all permit documents as required and retain all legal records.
19. Utilize automation and computer support and/or software for

- servicing permits, inspections and Building Code activities (Town uses Energov Solutions software).
20. Verify Notices of Commencement.
 21. Provide adequate communication capabilities through utilization of equipment supplied (cellular phones, two-way radios, pagers, etc.) to all personnel.
 22. Maintain satisfactory workload/service level demands through utilization of increases and/or decreases in staffing overtime, including weekends, whenever required.
 23. Verify contractor's license and appropriate insurance upon acceptance of permit application.
 24. Receive and respond to, in a timely manner, questions and/or complaints, relating to the building code.
 25. Attend Town staff and Council meetings upon request of the Town Manager, Building Official or Town Council.

2.03 Level of Services Required

1. Complete first plan review for single family residences within seven (7) working days. In order to attain this goal, as well as issue a permit within the same time frame, the permit processing staff shall call/fax/email the plan reviewer's results to the appropriate designer of record or contractor as each trade completes its review. Plan reviews of single family residence of much less complexity shall be completed within one (1) to three (3) working days.
2. Complete plan review for retail and office buildings, multi-dwelling units, and similar types of construction projects within fifteen (15) working days for the first review. The staff shall call/fax/e-mail results to the appropriate designer of record or contractor as each trade completes its review. Permit issuance will depend upon the size and complexity of the project and length of time taken by the designer to return plans with corrections to conform to the building code.
3. Perform inspections within twenty-four (24) business hours from the time they are called into the Town. Inspection requests may be submitted via phone, fax or e-mail to the Town.
4. Offer same-day and/or two (2)-day permitting for specified types of work.
5. Offer expedited plan review for an additional fee.
6. Offer after-hours and weekend inspections and appointments with key personnel, by appointment, for an additional fee.
7. Respond to building applicants' questions and/or complaints within two (2) business days.

2.04 Customer Service Requirements

1. Establish customer service standards for office personnel whom will be monitored by a Town Building Division Manager.

2. Establish an employee code of conduct towards customers.
3. Immediately greet each customer coming into the office and on the telephone.
4. Return all phone calls within one (1) business days.
5. Consider assigning one office member to exclusively answer phones and handle matters that can be conducted via telephone.
6. Establish flexible work schedules for employees to extend office hours and services on certain days of the week and/or on weekends, following a hurricane, to carry out special code compliance sweeps, to enforce building code regulations, etc.
7. Call applicants to advise when permit/plans are ready for pick-up or in need of revisions.
8. Assist in the development of a customer service evaluation form to gather constructive feedback from customers.
9. Assist in the development of a system for complaints and establish a process for prompt, written follow-up.
10. Assist in the development of a check-list for applicants detailing the permit application process and requirements.
11. Assist in the development of an informational brochure for property owners on the importance and requirements of hiring a licenses, insured contractor and non-compliance penalties.
12. Assist in hosting a separate, annual educational seminar for property owners and contractors on building permitting requirements and procedures.
13. Assist in coordinating code compliance efforts between code compliance officers and building inspectors.
14. Clearly identify all inspector vehicles as Town of Cutler Bay building inspectors.
15. Identify all inspectors by a Town of Cutler Bay identifications badge, visible and displayed at all times.
16. Increase on-line capabilities for building and permitting services.
17. Implement new technological upgrades, as they may become available.

SECTION 3. SPECIAL CONDITIONS

3.01 Term of Agreement

An agreement is contemplated for a two (2)-year period, with two options to extend the contract for a one (1) year term. The agreement may be terminated by the Town with as little as a 30 day notice or the contractor with at least ninety (90) days notice.

3.02 Compensation for Services

Compensation will be a negotiated price for services. *For informational purposes only*, as of January 1, 2008, compensation for all building and permitting services currently supplied to the Town is shared from gross revenues at 80% paid to the outsourced firm or and 20% of gross revenues retained by the Town. Should the Town elect to retain independent contractor's, the Town will retain all revenue and pay the service provider's

according to the contract.

3.03 Assistance Provided by Town

Office space, desk-top computers and telephones will be made available to the successful Respondent at no charge while performing the scope of services outlined in this RFP. Copying capability and fax capability shall be provided at a rate of five cents per sheet.

3.04 Permits, Taxes, Licenses

The Respondent shall at its own expense obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

3.05 Laws, Ordinances

The Respondent shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract. Employees and contract employees or any paid party to this agreement shall not smoke, drink alcohol or use any illegal substance when on the job.

3.06 Insurance

1. Prior to execution of an agreement with the Town, the successful Contractor shall provide certificates evidencing insurance coverage as follows:
 - a) Professional Liability Insurance in the minimum amount of \$1,000,000.
 - b) Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement.
 - c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include

Employer's Liability with minimum limits of \$500,000 per accident.

2. The underwriter of such insurance shall be qualified to do business in Florida, be Best rated A-8 or better, and have agents upon whom service of process may be made in the State of Florida.
3. Policies shall contain waiver of subrogation against the Town, where applicable, and shall expressly provide that the policy or policies are primary over any other insurance the Town may have. All policies shall contain a "severability of interest" or "cross-liability" clause without obligation for premium payment by the Town.
4. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The successful Respondent shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
5. The Certificates shall clearly indicate that the successful Respondent has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative, and shall include the Town of Cutler Bay as an additional insured.
6. The successful Respondent shall require its consultants and subconsultants, if any, to procure and maintain insurance coverage in the required amounts or alternatively insure the activities provided by any consultants or subconsultants in the Respondent's own policies. In the instance that several independent contractors are selected, the selected contractors may obtain insurance coverage collectively. Compliance with the foregoing requirements shall not relieve the successful Respondent of its liability and obligations under the agreement.

3.07 Background Screenings

The successful Respondent shall certify that he or each of its staff persons has undergone a criminal background investigation, and shall ensure that no staff person has been convicted of a felony, crime of moral turpitude or violent crime. No staff person that has been convicted of a felony or a misdemeanor, which misdemeanor concerns allegations of assault, sexual offender, theft or violence shall be assigned to staff the successful Respondent's contract with the Town. Failure to do the background screening or failure to provide the background screening information to the Town shall be cause for immediate, for cause, termination of services. The knowing or negligent use of staff convicted of a felony, crime of moral turpitude, or violent crime shall be cause for immediate

termination of an awarded contract.

Periodic drug testing of staff shall be conducted to ensure a drug free workplace.

3.08 Terms and Conditions

1. The Town reserves the right to accept or reject any submission in the best interest of the Town. In making such a determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Respondent, including officers, principals and senior management and supervising personnel assigned to the project. The Town also reserves the right to waive minor variations or irregularities.
2. The Town reserves the right to award the contract to the next most qualified firm or individual independent contractor if the successful firm does not begin the contracted services within a prescribed number of days or if an acceptable fee cannot be negotiated.
3. The Respondent shall report to the Town Manager, Building Division Manager, or assigned designee.
4. The Respondent shall be an independent Contractor under this Agreement.
5. The Respondent shall not represent other clients in matters adverse to the Town, and shall make promptly known any conflicts or potential conflicts. If said conflicts cannot be satisfactorily resolved to the Town's satisfaction, the Town reserves the right to suspend and/or terminate the services of the Respondent and procure same from other Respondents.
6. The Respondent acknowledges that he/she has not been convicted of public entity crime or placed on the convicted vendor list.
7. The Town reserves the right to delete or modify the services and scope of work under this agreement at any time with or without cause. If such scope of work is reduced, the payment to the Respondent shall be reduced by a commensurate amount.
8. The Respondent may not change the principal person(s) working on this agreement without the express permission of the Town.
9. The Town reserves the right to negotiate the compensation proposed by the Respondent under this RFP.

SECTION 4. SUBMISSION FORMAT, EVALUATION PROCESS & SELECTION

4.01 Selection

All responsive Proposals submitted in response to this RFP will be evaluated by a selection committee, appointed by the Town Manager, based upon the criteria specified in Section 4.03. Respondents may be requested to make a presentation to the selection committee for the purpose of reviewing the submittal and further evaluation of the response. Additional information may be requested. The Town Manager will enter into final negotiations with the firm or independent contractors selected as to the appropriate legal form to memorialize the proposed agreement.

4.02 Submission Format

Each Respondent shall submit one (1) original and nine (9) copies of the following:

1. A cover letter indicating an interest in providing the services described in this RFP to the Town.
2. Documentation of business structure (corporation, joint venture, partnership, independent contractor). In the case where the Respondent is incorporated, documentation of incorporation from the Secretary of State of Florida, and contact name, address and telephone number(s). If a joint venture, identify Respondent that is to serve as the principal and able to commit on behalf of the joint venture.
3. Affirmative statement and documentation that Respondent shall be an independent contractor of the Town and currently licensed to practice in the State of Florida.
4. Documentation that all assigned professional staff is properly licensed/certified to practice in Florida and are qualified to perform building plan review and inspection functions as provided for in the submittal.
5. Respondent's Qualifications, Related Experience and References. Describe the qualifications, expertise and experience of the firm or the independent contractor in performing building permitting services in local governments over the past three (3) years. The response shall state the size of the Respondent's firm locally and the number and level of professional and administrative staff to be employed in this engagement on a full-time basis and the number and level of the staff to be employed on a part-time basis; if applicable. Include a list of municipal clients served, description of services of a similar nature provided, length of time service was provided, total contract price, how services were charged (whether flat fee, monthly, per permit or other methods), contact names and

telephone numbers.

If the Respondent is a joint venture or consortium, the qualifications and experience of each Respondent comprising the entity shall be separately described.

Describe the capability and experience of professional personnel to be assigned to the Town and the quality of the management support personnel to be available for technical consultation. List professional personnel to be assigned to the Town and provide experience statements and qualifications. List management support personnel available and provide experience statements and qualifications.

Describe the capability and experience of administrative support personnel to be assigned to the Town. List personnel available and qualifications, including computer abilities and familiarity with software used by the Town Building Division.

Describe the manner, organization, personnel and hours that each Respondent will staff the permit counter

Attach company brochures and/or informational materials.

If the Respondent is an independent contractor, the qualifications and experience of the independent contractor and a precise indication of which services are offered.

6. Approach.

Describe the approach to delivery of the scope of work to be performed per Section 2.02, including adequacy of proposed staffing plan to carry out the work. Firms and joint ventures shall provide a project staffing plan and organizational chart.

Present the approach and describe ability to meet level of service standards per Section 2.03 for plan reviews and inspections. Describe a staffing plan taking into consideration varying volumes among trade plan reviews and inspections.

Present a full approach describing the commitment to customer service requirements and means to meet delivery standards per Section 2.04.

7. Charge for Services.

The Respondent shall present proposed charges for services; or other methodology to be used as the basis for negotiation of compensation for successful Respondent. The Town strongly recommends a fee based on a percentage of fees received for permitting services.

- 8. Attach certificates of general and professional liability insurance indicating extent of coverage.
- 9. Provide information of the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with any state regulatory bodies or professional organizations.
- 10. Provide an explanation of all pending litigation, major disputes, contract defaults and liens over the last five (5) years.
- 11. Include signed response signature page and executed applicable RFP addenda wherein the Respondent acknowledges and warrants that he/she has read and agrees with all of the terms and conditions contained herein.

4.03 Evaluation Criteria

The following represent the principal selection criteria which will be considered during the evaluation process upon submission of a complete response to this RFP:

	<u>Points</u>
1. Qualifications and related experience of Respondent	15
2. Assigned personnel capability and experience	15
3. Approach to delivery of building and permitting services	20
4. Approach to meeting customer service requirements	20
5. Innovative performance ideas and concepts	10
6. Compensation & methodology	<u>20</u>
TOTAL:	100

APPENDIX A

RESPONDENT WARRANTIES

- A. Respondent warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-State of Florida) corporations.
- B. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Council.
- D. Respondent warrants that all information provided by it in connection with this submission is true and accurate.
- E. **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Respondent has not, and will not pay a fee, the amount of which is contingent upon the Town awarding this contract. Respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County and the Town of Cutler Bay conflict of interest and code of ethics ordinances. Further, Respondent acknowledges that a violation of this warranty will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the Respondent, if the Respondent is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Respondent: _____

Date: _____

APPENDIX B

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Cutler Bay by:

[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

On this _____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary), _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned.)

- _____ Personally known to me, or
- _____ Personal identification:

(Type of Identification Produced)
- _____ Did take an oath, or
- _____ Did Not take an oath

APPENDIX C

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____(Owner, Partner, Officer, Representative or Agent) of

_____ the Respondent that has submitted the attached submission;

- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusive or sham Response
- (4) Neither the said Responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Response in connection with the Work for which the attached Response has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix any overhead, profit, or cost elements of the Response or of any other Response, or to fix any overhead, profit, or cost elements of the Response Price or the Response Price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness
STATE OF FLORIDA)

Print Name and Title

COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: print, stamp or type as commissioned)

____ Personally known to me, or _____ Did take an oath, or
____ Personal identification: _____ Did Not take an oath.

Type of Identification Produced

APPENDIX D

ACKNOWLEDGEMENT

State of Florida
County of _____

On this _____ day of _____, 200____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath, or
- Did not take an oath.

TAB 3

RESOLUTION NO. 08-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENTS FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH DUVAL FORD IN THE AMOUNT OF \$74,900; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (“Town”) whereby determines that an essential need exists for the procurement of various motor vehicles and related equipment (“Vehicles”) and wishes to enter into Lease/Purchase Agreements, substantially similar to those which are attached to this Resolution, generally described as the Municipal Lease and Option Agreements (“Agreements”); and

WHEREAS, in accordance with the Town’s purchasing ordinance, the Town of Cutler Bay intends to utilize the prices submitted through the competitive bidding process as performed by the Florida Sheriff’s Association, Florida Association of Counties & Florida Fire Chiefs’ Association (Bid Award #06-14-0821 - Rollover), to procure the Vehicles at a competitive price; and

WHEREAS, the Town of Cutler Bay recognizes the importance of environmental stewardship; and

WHEREAS, successful environmental stewardship practices will enhance local and national energy security, protect natural resources for future generations, and result in long term cost savings; and

WHEREAS, the Town Council is committed to purchase environmentally friendly and fuel efficient vehicles; and

WHEREAS, the Town Manager is seeking approval for the purchase of two (2) Ford Escape Hybrids (\$ 24,004.00 per vehicle) to be utilized by the Code Compliance Officers; and

WHEREAS, the Town Manager is seeking approval for the purchase of one (1) Ford F-250 (diesel- low emission) 4x4 pick-up truck (\$ 26,972.00) to be utilized by the Public Works NEAT team; and

WHEREAS, the Town Manager recommends that the Town Council authorize the Town Manager to enter into agreements on behalf of the Town similar to and consistent with the Florida Sheriff’s Association, Florida Association of Counties & Florida Fire Chiefs’ Association contract for the purchase of motor vehicles.

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 negotiate lease/purchase contracts in the amount of \$74,980.00 and execute the same subject to review for legal sufficiency by the Town Attorney.

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

PASSED AND ADOPTED this ____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

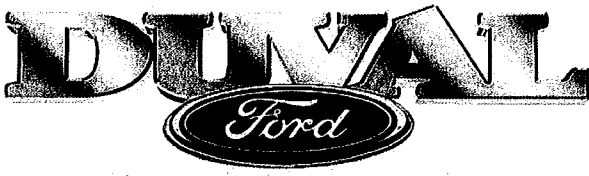
Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



GOVERNMENT SALES

Cutler Bay

Duval Ford
 Christy Self
 904-388-2144
 Fax: 904-387-6816
cself@duvalford.com

Contact Ralph Casals
 Org Cutler Bay
 Phone 305 234-4262
 Fax 305 234-4251
 email rcasals@cutler-bay-fl.gov

Contract # 07-15-0827
Contract # 06-14-0821 ROLLOVER

We appreciate your interest in the 2008 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.

Item	Price
	\$0.00
Spec 12 Rollover Escape Hybrid	\$0.00
90 watt corner strobes	\$410.00
Southern Dist/Base Vehicle Price	\$23,594.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total	\$24,004.00

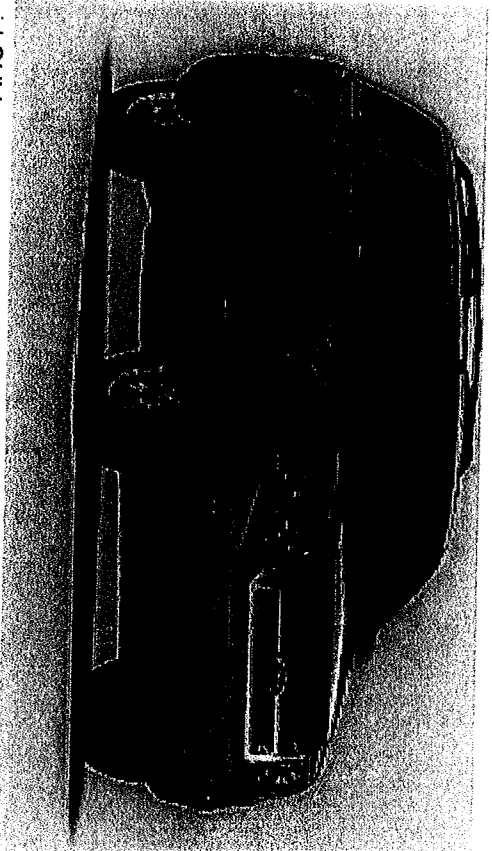
Ford Motor Company

Vehicle Detail Page

Related Topics: Vehicles



2008 Ford Escape Hybrid



Visit Vehicle Site
The 34 MPG-Hybrid SUV

MSRP:

25075

26825

MPG:

34

30

Highlights

- Outstanding Fuel Efficiency: You can travel 500+ miles on a single tank of gas in city driving
- First Full-hybrid SUV: A combination of the 2.3L Atkinson Cycle I-4 engine and electric motor provides high fuel economy and delivers V6-like acceleration

**BID AWARD
ANNOUNCEMENT**

**06-14-0821 & 0821A
ROLLOVER**

**PURSUIT,
ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT**

*Participating Sheriff's Offices & Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Sheriffs Association,
Florida Association of Counties &
Florida Fire Chiefs' Association**





**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**HYBRID SMALL SIZE 4-DOOR UTILITY VEHICLES - FWD
SPECIFICATION #12**

2007 Ford Escape (U49)

The Ford Escape (U49) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,439.00	\$23,510.00	\$23,510.00	\$23,594.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

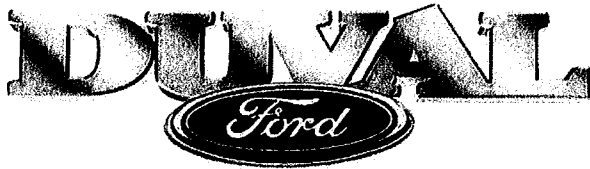
The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

Please refer to the "Overview of Awarded Specifications" for vehicles indicated with a ★ for low bid.

VEHICLE:	Escape (U49)	Escape (U49)	Escape (U49)	Escape (U49)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Duval Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$23,439.00	\$23,510.00	\$23,510.00	\$23,594.00

IDS ²	Strobe integral directional arrow activated in lightbar (with controller if required). Requires purchase of lightbar.	NA	NA ²
IDL ²	LED, GEN 3 minimum, integral directional arrow activated in lightbar (with controller if required) - LED lights may be blue, red, amber or any combination - specify color. Requires purchase of lightbar.	Incl.	NA ²
IDH ²	Halogen integral directional arrow added to lightbar (with controller if required)	NA	NA ²
TDL ²	Traffic directional LED, GEN 3 minimum, arrow with 6 modules (with controller if required).	NA	\$588.00 ²
C3RLS ²	Code 3 RLS - upgrade, deluxe siren, microprocessor controlled	NA	NA ²
FSS ²	Federal Signal Smart Siren - upgrade, deluxe siren, microprocessor controlled	NA	NA ²
WCU ²	Whelen Cencom - upgrade, deluxe siren, microprocessor controlled	NA	\$371.00 ²
CHF ²	Code 3 - Headlight flashers, solid state	NA	NA ²
FHF ²	Federal Signal - Headlight flashers, solid state	NA	NA ²
DW-SSFCV ¹ WHF ²	Whelen - Headlight flashers, solid state	\$187.00 ¹	\$125.00 ²
CLC ²	Upgrade basic (6) switch controller and siren to combination light controller/siren	NA	\$189.00 ²
CAP ²	CODE 3: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner Strobe System (60 Watt Power Supply Minimum); Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color	NA	NA ²
FAP ²	FEDERAL SIGNAL: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner Strobe System (60 Watt Power Supply Minimum); Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color	NA	NA ²
DW-LOP5 ¹ WAP ²	WHELEN: Administrative Vehicle Package - Consist of Interior Rearview Mirror LED Light; Rear Deck or Headliner LED Lights (Minimum of 2); Headlight Flasher; Four Corner Strobe System (60 Watt Power Supply Minimum); Combination Light Controller/Siren; Speaker and Bracket - LED lights may be blue, red, amber or any combination - specify color (2) ADDITIONAL STROBE TUBES \$80 ²	\$1,895.00 ¹	\$1,555.00 ²
DW-660SYS ¹ W60 ²	Corner Strobe Kits – Whelen Kit with 4 clear tubes, 6 outlet CSP 60w power supply, 2-15' cables, 2-30' cables (2) ADDITIONAL STROBE TUBES \$80 ²	\$420.00 ¹	\$390.00 ²
DW-690SYS ¹ W90 ²	Corner Strobe Kits – Whelen Kit with 4 clear tubes, 6 outlet CSP 90w power supply, 2-15' cables, 2-30' cables (2) ADDITIONAL STROBE TUBES \$80 ²	\$460.00 ¹	\$410.00 ²
F60 ²	Corner Strobe Kits – Federal Kit with 4 clear tubes, 6 outlet 660L power supply, 2-15' cables, 2-30' cables	NA	NA ²
FRS ²	Corner Strobe Kits – Federal Kit with 4 clear tubes, 6 outlet RICHOCHE power supply, 2-15' cables, 2-30' cables	NA	NA ²



GOVERNMENT SALES

Cutler Bay

Duval Ford
Christy Self
904-388-2144
Fax: 904-387-6816
cself@duvalford.com

Contact Ralph Casals
Org Cutler Bay
Phone 305 234-4262
Fax 305 234-4251
email rcasals@cutler-bay-fl.gov

Contract # 07-15-0827
Contract # 06-14-0821 ROLLOVER

We appreciate your interest in the 2008 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.

Item	Price
	\$0.00
Spec# 36 (Rollover) F250 4X4	\$0.00
Base Price	\$17,951.00
Extended Cab	\$2,884.00
Diesel Engine	\$5,648.00
8ft Bed/Included	\$0.00
Trailer Tow Package	\$489.00
	\$0.00
Total	\$26,972.00

**BID AWARD
ANNOUNCEMENT**

**06-14-0821 & 0821A
ROLLOVER**

**PURSUIT,
ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT**

*Participating Sheriff's Offices & Local Governmental
Agencies of the State of Florida*

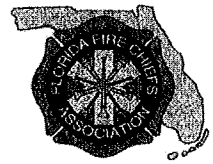
Coordinated By

**The
Florida Sheriffs Association,
Florida Association of Counties &
Florida Fire Chiefs' Association**



All About Florida





**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**3/4 TON PICKUP TRUCK - 4X4
SPECIFICATION #36**

2007 Ford F-250 SD (F21)

The Ford F-250 SD (F21) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$18,060.00	\$17,869.00	\$17,924.00	\$17,951.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

Please refer to the "Overview of Awarded Specifications" for vehicles indicated with a ★ for low bid.

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Duval Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$18,060.00	\$17,869.00	\$17,924.00	\$17,951.00

525-524 ¹ 525 ²	Speed control/tilt steering wheel	\$385.00 ¹	\$235.00 ²
G-J ¹ MBS ²	Bucket seats in lieu of bench seat <i>G-CLOTH OR J-VINYL</i> ¹	\$390.00 ¹	\$360.00 ²
607A ¹ NA ²	Carpet in lieu of rubber floor covering <i>REQUIRES XLT</i> ²	NC ¹	NA ²
DFM ¹ DFM ²	Floor mats	\$120.00 ¹	\$80.00 ²
924 ¹ DDT ²	Deep tinted glass <i>DEALER INSTALLED</i> ²	\$390.00 ¹	\$365.00 ²
433 ¹ 433 ²	Sliding rear window	\$125.00 ¹	\$125.00 ²
585 ¹ 585 ²	AM/FM radio with single CD	\$275.00 ¹	\$275.00 ²
3K ¹ 3K ²	Third key	\$140.00 ¹	\$89.00 ²
NA ²	Side air bags	NA	NA ²
X21 ¹ X21 ²	Extended cab model (4 door)	\$2,330.00 ¹	\$2,884.00 ²
W21 ¹ W21 ²	Crew cab (4 door)	\$3,705.00 ¹	\$3,997.00 ²
NA ²	Mega cab	NA	NA ²
18L ¹ 18L ²	Cab steps	\$370.00 ¹	\$320.00 ²
TCE ¹ TCE ²	All terrain tread tires	\$320.00 ¹	\$320.00 ²
DVV ¹ DVV ²	Vent visors - stick-on style	\$120.00 ¹	\$89.00 ²
DRV ¹ DRS ²	Rainshields - flange style	\$140.00 ¹	\$89.00 ²
DBS ¹ DBS ²	Bug shield	\$168.00 ¹	\$185.00 ²
54D ¹ 54K ²	Trailer tow mirrors	\$220.00 ¹	\$220.00 ²
WGG ¹ WGG ²	Wrap-around grille guard	\$1,695.00 ¹	\$795.00 ²
DHDA ¹ DTB ²	Heavy duty aluminum tool box	\$695.00 ¹	\$386.00 ²
DBL ¹ DBL ²	Bedliner <i>PLASTIC UNDER RAIL</i> ²	\$395.00 ¹	\$245.00 ²

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Duval Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$18,060.00	\$17,869.00	\$17,924.00	\$17,951.00

Order Code	Delete Options	Western	Northern & Central & Southern
445 ¹ 445 ²	5-speed manual transmission with overdrive in lieu of automatic overdrive	\$800.00 ¹	\$937.00 ²
X21-142 ¹ SWB ²	Short bed in lieu of long bed <i>SUPERCAB</i> ¹ <i>EXT CAB & CREW CAB ONLY</i> ²	\$100.00 ¹	NC ²
66A-512 ¹ 66D/512 ²	Cargo box and rear bumper	NC ¹	NC ²
156 ¹ SWB ²	6' cargo box on crew cab	\$100.00 ¹	NC ²
572 ¹ D572 ²	Air conditioning	\$400.00 ¹	\$506.00 ²
58Y ¹ NA ²	AM/FM stereo radio	\$40.00 ¹	NA ²
942 ¹ D942 ²	Daytime running lights	\$20.00 ¹	NC ²
51X ² NA ²	Full size spare tire and rim ABS brakes	Std Std	\$35.00 ² NA ²
X3L ¹ DX3L ²	Limited slip differential on 4-wheel drive	\$100.00 ¹	\$149.00 ²

Order Code	Add Options	Western	Northern & Central & Southern
99Y ¹ 6.8 GAS ²	Engine upgrade	\$600.00 ¹	\$700.00 ²
99P ¹ DIESEL ²	Engine upgrade	\$5,650.00 ¹	\$5,648.00 ²
NA ²	Battery, auxiliary HD	NA	NA ²
X21 ¹ F350 SRW ²	Increase to 9,900 lbs. GVWR	NC ¹	\$1,128.00 ²
91T ¹ 52B/66S ²	Electric brake controller <i>INCL. UPFITTER SWITCHES / REQUIRES TRAILER TOW PKG</i> ²	\$510.00 ¹	\$365.00 ²
NA ²	Traction control	NA	NA ²
607A ¹ XLT ²	Manufacturer's model upgrade package (specify pkg. bid)	\$3,170.00 ¹	\$4,323.00 ²
903 ¹ 903 ²	Power windows/door locks	\$530.00 ¹	\$530.00 ²

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Duval Ford	Duval Ford
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$18,060.00	\$17,869.00	\$17,924.00	\$17,951.00

DSOL ¹ LINEX ²	Spray-on bedliner (Rhino or approved equivalent) <i>SERVICE BODY \$895¹</i> <i>SERVICE BODY \$595²</i>	\$695.00 ¹	\$495.00 ²
413 ¹ 413 ²	Skid plates	\$100.00 ¹	\$100.00 ²
STD ²	Tow hooks	Std	Std ²
DLG ¹ 12TOM ²	1,200 lb. lift gate	\$3,295.00 ¹	\$2,280.00 ²
D8W ¹ 8KW ²	8,000 lb. winch with remote	\$1,695.00 ¹	\$1,634.00 ²
531-CIVH ¹ 531-86T-HDW ²	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed.	\$690.00 ¹	\$489.00 ²
DSSB ¹ SSB ²	Standard service body equal to Knapheide, Reading, Omaha, or RKI. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>KNAPHEIDE OR READING¹</i> <i>SPRAY IN \$ 595 / BOX TOPS ADD \$50²</i>	\$4,995.00 ¹	\$4,300.00 ²
DFTC ¹ FTC ²	Fiberglass tonneau cover (painted to match)	\$1,695.00 ¹	\$1,224.00 ²
DFCH ¹ FCH ²	Fiberglass cab high topper with front, side and rear windows (painted to match)	\$1,895.00 ¹	\$1,375.00 ²
DBA ¹ DBA ²	Backup alarm	\$120.00 ¹	\$95.00 ²
BUC ¹ BUC ²	Backup camera with 3.5' LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)	\$695.00 ¹	\$450.00 ²
RDH ²	Rear deck halogen warning lights - red and or blue flashing	NA	\$198.00 ²
DW-RDS ¹ RDS ²	Rear deck strobe warning lights - red and or blue flashing	\$390.00 ¹	\$273.00 ²
DW-RDL ¹ RDL ²	Rear deck LED, GEN 3 minimum, warning lights - LED lights may be blue, red, amber or any combination - specify color	\$498.00 ¹	\$333.00 ²
DLHPM ¹ DSL ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb <i>DOOR MOUNTED¹</i> <i>DEALER INSTALLED²</i>	\$420.00 ¹	\$295.00 ²
DLRHP ¹ GO-L ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb <i>DOOR MOUNTED¹</i> <i>SINGLE REMOTE GO LIGHT²</i>	\$690.00 ¹	\$395.00 ²
DW-GS ¹ GLS ²	Strobe grille lights, 2 minimum (Whelen, Federal, Code 3 or approved equivalent)	\$398.00 ¹	\$325.00 ²

TAB 4



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: January 11, 2008
Re: Selection of Consultant for park acquisition

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR CONSULTING SERVICES IN SUPPORT OF THE ACQUISITION OF LANDS FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; WAIVING THE REQUIREMENT FOR BIDDING OF THE CONTRACT IN ACCORDANCE WITH SECTION 3.10 OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

RECOMMENDATION

My recommendation is that the Town Council approve the proposed resolution, which, waives the competitive bidding process and authorizes the Town Manager to negotiate a consultant agreement not in excess of \$25,000.00 with the Wren Group for consulting services in support of the acquisition of lands from the South Florida Water Management District ("SFWMD").

BACKGROUND AND ANALYSIS

The Town is considering obtaining lands from SFWMD located within the Biscayne Bay Wetlands in order to establish a Town park. I recommend we hire the Wren Group as a consultant to represent the Town in pursuit of SFWMD lands. Frank Bernardino of the Wren Group would serve as the lead contact with the Town. Mr. Bernardino's twenty years experience working in Florida's environmental, political and government arena's including 8 years at SFWMD is unique. In addition, the Wren Group employs former SFWMD personnel including Jose Fuentes whose experience and expertise can not be duplicated.

The favorable composition of the SFWMD board is likely to change in the near future and therefore the delay caused by competitive bidding could be disadvantageous to the Town.

Therefore, it is my conclusion that it would be disadvantageous for the Town to obtain competitive bids, as only the Wren Group has a unique set of credentials to represent the Town before the SFWMD in this matter.

It is my recommendation that the Town approve the attached resolution.

RESOLUTION NO. 08-____

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 AN AGREEMENT FOR CONSULTING SERVICES IN SUPPORT OF THE ACQUISTION OF LANDS FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; WAIVING THE REQUIREMENT FOR BIDDING OF THE CONTRACT IN ACCORDANCE WITH SECTION 3.10 OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) is in need of a consultant to provide consulting services in support of the acquisition of lands from the South Florida Water Management District; and

WHEREAS, pursuant to Section 3.10 of the Town Charter the Town Manager has specifically determined in the attached memorandum that it is not advantageous for the Town to competitively bid a contract for such services at this time because of the unique capabilities of the Wren Group (the “Consultant”).

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. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to execute the contract not in excess of \$25,000.00, from contingency reserve, with the Consultant.

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

PASSED and ADOPTED this ____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 5

ORDINANCE NO. 08-_____

A ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CUTLER BAY BUSINESS TAX EQUITY STUDY ADVISORY BOARD, WHICH SHALL SERVE AS THE EQUITY STUDY COMMISSION, AND ESTABLISHING PROCEDURES FOR APPOINTMENT OF MEMBERS, A TIMETABLE AND RULES OF PROCEDURE; PROVIDING FOR SUNSET PROVISION , AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Senate Bill 1178 amends Section 205.053 and Section 205.0535, Florida Statutes to provide that by October 1, 2008, any municipality that has adopted a local business tax after October 1, 1995 may by ordinance reclassify businesses, professions, and occupations and may establish new rate structures; and

WHEREAS, state law provides that prior to the adoption of a reclassification and revision ordinance, the municipality must establish an equity study commission and appoint its members; and

WHEREAS, the Town Council desires to establish the Cutler Bay Business Tax Equity Study Advisory Board (the "Equity Study Board"), which shall serve as the Equity Study Commission, and to establish procedures for appointment of members; and

WHEREAS, Section 205.0535, Florida Statutes, provides that each member of the Equity Study Board must be a representative of the business community within the Town; and

WHEREAS, the Town Council believes it is in the best interest of the Town to establish the Equity Study Board, provide procedures for appointment of members, and provide a timetable and rules of procedure.

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

Section 1: Recitals Adopted. The foregoing recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2: Board Established. The Equity Study Board is hereby established to serve as the Equity Study Commission pursuant to Section 205.0535, Florida Statutes. The Board shall consist of five (5) members.

Section 3: Authority. The powers and duties of the Equity Study Board (the "Board") shall be solely of an advisory nature to the Town Council and Town Manager. Accordingly, although Board members shall comply with the applicable requirements of the Code of Ethics for Public Officers and Employees as provided in Part III of Chapter 112, F.S.,

Board members shall be exempt from the provisions of the Miami- Dade County Ethics Code, which is provided by Sec. 2-11.1 of the County Code, pursuant to the advisory board exemption which is authorized by Sec. 2-11.39-2 of the County Code.

Section 4: Qualifications. Each member of the Board shall be a representative of the business community within the Town, and shall own or be employed by a business entity that possesses a valid Business Tax Receipt from the Town of Cutler Bay at the time of the appointment and throughout the term of service on the Board.

Section 5: Appointments. The Mayor and each Councilmember shall each appoint one (1) member with all appointments subject to approval by a majority of the Town Council.

Section 6: Chair of Board. The Mayor shall designate his appointee to serve as the Chairperson for the Board and the Board shall elect the Vice-Chairperson.

Section 7: Timetable. The timetable for the Board process, attached as Exhibit “A”, is hereby adopted.

Section 8: Rules of Procedure. The Rules of Procedure for the Board, attached as Exhibit “B”, are hereby adopted.

Section 9: Implementation. The appropriate Town officials are authorized to execute all necessary documents to effectuate the intent of this Ordinance.

Section 10: Sunset Provision. Upon the Town Manager certifying that the duties of the Board have been finally and fully completed and that the new Ordinance adopting the reclassification and rate structure has become effective, the work of the Board and the term of office of Board members shall immediately conclude and terminate.

Section 11: Effective Date. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 2008.

PASSED AND ADOPTED on second reading this _____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

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 _____

ORDINANCE NO. 2008-

EXHIBIT "A"

PROPOSED TIMETABLE FOR EQUITY STUDY COMMISSION

- | | |
|---|--------------------------------|
| (1) Establish Board via Ordinance. | January 30, 2008 |
| (2) Appoint members of the Board | January 30, 2008 |
| (3) Board holds necessary meetings and performs its statutory tasks | February 7 –
April 25, 2008 |
| (4) Town Council reviews recommendations of the Board | May, 2008 |
| (5) Town Council adopts Business Tax Ordinance including new rate structure and classifications | June, 2008 |
| (6) Business Tax Ordinance in effect in time for Sale of Local Business Tax Receipts | July 1, 2008 |

ORDINANCE NO. 2008-

EXHIBIT “B”

**RULES OF PROCEDURE FOR CUTLER BAY BUSINESS TAX EQUITY STUDY
ADVISORY BOARD**

TABLE OF CONTENTS

		<u>PAGE</u>
Section 1	GENERALLY	2
Section 2	MEETINGS	
	Section 2.1 Generally	2
	Section 2.2 Meeting Time and Location	2
	Section 2.3 Board Member Attendance	2
Section 3	OFFICERS	
	Section 3.1 Selection	2
	Section 3.2 Duties and Responsibilities	3-4
Section 4	CONDUCT OF BUSINESS	
	Section 4.1 Motions	4
	Section 4.2 Voting	4
	Section 4.3 Minutes	5
	Section 4.4 Town Attorney	5
	Section 4.5 Town Manager	5
	Section 4.6 Public Comment	5
Section 5	ETHICAL CONDUCT	5
Section 6	AMENDMENTS	5

Section 1. GENERALLY

These Rules of Procedure, as amended from time to time, shall govern the Cutler Bay Business Tax Equity Study Advisory Board (the “Board”) in the conduct of its business.

Section 2. MEETINGS

Section 2.1. Generally. The business of the Board shall be conducted at regular meetings only. All meetings shall be scheduled to provide sufficient notice to the public, and shall be open to the public. At a meeting, (3) three members in attendance shall constitute a quorum. Failure to obtain a quorum shall result in cancellation of the meeting. Prior to each meeting, the Town Manager will determine the agenda of the order of business, showing in the exact order what is to come before the Board.

Section 2.2. Meeting Time and Location. Regular meetings of the Board shall be held on the _____ days of each calendar month in the Cutler Bay Town Hall at 6:00 p.m., or later, or on an alternate day, location and time as designated by the Town Manager. The Town Manager may cancel a meeting if there is no business to conduct.

Section 2.3. Board Member Attendance. All Board members shall attend all meetings and remain until the meetings are adjourned or the member is excused by the Chairperson. A request to be excused and notice of a member’s intention to be absent shall be communicated to the Chairperson or the Town Manager or designee.

Section 3. OFFICERS

Section 3.1. Selection. The Chairperson shall be designated by the Mayor, and the Vice Chairperson shall be selected by a majority vote of the Board. In the event neither the Chairperson nor the Vice Chairperson attends a meeting, the Board shall select from its members a Chairperson Pro-Tempore for that meeting.

Section 3.2. Duties and Responsibilities. It shall be the duty and responsibility of all officers to be thoroughly familiar with the applicable Town of Cutler Bay Code of Ordinances and Chapter 205, Florida Statutes, as they apply to the Board and these Rules of Procedure.

1. Chairperson. The Chairperson is the presiding officer, when present and eligible, at all meetings of the Board. As presiding officer, the Chairperson’s duties are generally as follows:

- (A) To open all meetings at the time at which the Board is to meet, by taking the chair, calling the members to order and calling the roll.
- (B) To announce the business before the Board in the order in which it is to be acted upon.
- (C) To recognize members entitled to the floor; to state and put to vote all questions which are regularly moved or necessarily arise in the course of business, and to announce the result of the vote. When a motion has been seconded it is the duty of the Chairperson, unless he or she rules it out of order, immediately to state the question that is before the Board for its consideration and action. If the question is debatable or amendable, the Chairperson shall immediately ask, "Is there any discussion?" If no one then responds, he or she shall put the question. If the question cannot be debated or amended, he or she shall immediately put the question after stating it. The responsibility of announcing the vote lies with the Chairperson, and he or she, therefore, shall have the right to have the vote taken again if he or she is in doubt as to the result. In announcing the vote the Chairperson shall state first whether the motion is carried or lost; second, what is the effect or result of the vote; third, what is the immediately pending question or business before the Board. If there is none he or she shall ask, "What is the pleasure of the Board?"
- (D) To protect the Board from annoyance from evidently frivolous or dilatory motions by refusing to recognize them. Whenever the Chairperson is satisfied that members are using procedures merely to obstruct business, he or she shall either not recognize them or rule them out of order. While the Chairperson shall always be courteous and fair, he or she shall be firm in protecting the Board from imposition, even though it is done in strict conformity with procedural rules.

- (E) To assist in expediting the business in every way compatible with the rights of the members, as by allowing brief comments when undebatable motions are pending, if he or she thinks it advisable; to restrain the members when engaged in debate, within the rules of order; to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order. To authenticate, by his or her signature, when necessary, all the proceedings of the Board, declaring its will and in all things obeying its commands.
2. Vice Chairperson. The Vice Chairperson shall become the Chairperson Pro-tempore upon the absence of the Chairperson at any meeting of the Board.

Section 4. CONDUCT OF BUSINESS

The business of the Board shall be conducted as follows:

Section 4.1. Motions. Actions by or decisions of the Board shall be determined by motions duly moved and seconded and carried by a majority of the members present.

Section 4.2. Voting. It is a rule that all members shall vote on all questions. No one can vote or participate in debate or discussion on an item at public hearing or a question or a proposal in which he or she has a conflict of interest, as provided by the Code of Ordinances and state law.

The method of taking a vote shall be by roll call (yeas and nays). A quorum must be present in order to vote. On a tie vote the motion is lost.

When a vote is to be taken the Chairperson puts the question in a form similar to this “As many as are in favor of the question will, as their names are called, answer yes (or yea); those opposed will answer no (or nay).” The Chairperson shall then direct the clerk to call the roll. The clerk calls the roll, and each member as his or her name is called answers yes or no.

A motion to approve, when defeated by a vote, shall be considered as a motion to deny which was approved by vote.

A motion to deny, when defeated by a vote, shall not be considered as a motion to approve. In this instance there must be placed before the Board a motion to approve.

- Section 4.3. Minutes. Minutes of the Board shall contain a concise and accurate summary of actions taken at meetings, but shall not include verbatim comments from Board members or of persons making presentations to the Board.
- Section 4.4. Town Attorney. The Town Attorney shall rule on all legal questions and the Board shall rely only on the advice of the Town Attorney for such questions.
- Section 4.5. Town Manager. The Town Manager shall be an ex-officio member of the Board, with the right to participate in the discussions; however, he or she shall not have the right to vote on Board business nor be counted toward a quorum.
- Section 4.6. Public Comment. The Board may hear Public Comment, as it deems appropriate, and may limit the comments to three (3) minutes.

Section 5. ETHICAL CONDUCT

The Board is an instrument of the Town providing an important function with imposed obligations, responsibilities and duties. In accepting an appointment to serve as a member of the Board, one also accepts and adopts the requirements of state law and the requirements of Town of Cutler Bay Code of Ordinances as his or her standard of conduct.

In addition, Board appointees shall not subvert the integrity of the Board as a whole or of any member of the Board, or any Town official.

Section 6. AMENDMENTS

These Rules of Procedure may be amended by the Town Council by resolution.

An amendment, having been adopted, goes into effect immediately upon its adoption, unless the motion to adopt specifies a time for its going into effect.

END OF DOCUMENT

TAB 6

ORDINANCE NO. 08-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE ISSUANCE OF A SOLID WASTE FRANCHISE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION; PROVIDING FOR DEFINITIONS; REQUIRING A FRANCHISE FEE FOR COMMERCIAL, MULTI-FAMILY RESIDENTIAL, AND RESIDENTIAL CONSTRUCTION SITE SOLID WASTE COLLECTION ACTIVITIES; PROVIDING FOR AN APPLICATION PROCESS; PROVIDING FOR DENIAL, TERM, TRANSFER, AND RENEWAL OF FRANCHISES; PROVIDING FOR FRANCHISEE REPORTING REQUIREMENTS; PROVIDING FOR REVOCATION OF FRANCHISE; PROVIDING FOR FRANCHISE AND PERMIT FEES; CREATING FRANCHISE FEE SERVICE STANDARDS; REQUIRING INSURANCE; IMPOSING FINES; PROVIDING FOR MUNICIPAL COLLECTION SERVICE; PROVIDING FOR RESTORATION; PROVIDING FOR CONTROL OF SPILLAGE AND LITTER; PROVIDING FOR INCLUSION IN THE CODE;; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay has the authority to require that persons and entities engaging in the business of solid waste collection in the Town obtain a franchise from the Town and pay solid waste collection franchise fees imposed by the Town; and

WHEREAS, the Town Council desires to issue such franchises and to impose such franchise fees, as a percentage of gross receipts, as set forth in this Ordinance.

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

SOLID WASTE FRANCHISE ORDINANCE

Section 1. Designation. This Ordinance shall be designated and known as the Town of Cutler Bay Solid Waste Franchise Ordinance. This Ordinance shall be applicable to all private haulers of solid waste that seek to do business within commercial properties, multi-family residential properties, and residential construction site solid waste operations in the Town.

Section 2. Definitions. The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them:

(a) *Biohazardous waste:* Any solid or liquid waste which may present a threat of infections to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease causing agents; used disposable sharp medical equipment; human blood, blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.

(b) *Biological waste:* Any solid or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazard wastes, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

(c) *Commercial establishment:* Any structure used or constructed for use as a business which is not also a residential unit. For purposes of this Ordinance, hotels and motels are commercial establishments.

(d) *Customer:* A person who uses the solid waste or recycling services of a private hauler.

(e) *Franchise:* The named person who obtains a franchise from the Town of Cutler Bay pursuant to this Ordinance to provide private hauling services.

(f) *Garbage:* Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking, and detailing in, or storage of, meat, fish, fowl, fruit, flowers, plants, or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or, which, during or after decay, may serve as breeding or feeding material for flies or other germ carrying insects.

(g) *Garbage can or container:* Any container made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons and not to exceed thirty gallons approved for use by the Town Manager or his designee. The container shall have two handles upon its sides, or a bail by which dirt may be lifted, and shall have a tight fitting solid top.

(h) *Gross receipts:* Gross receipts shall mean the entire amount of fees collected by a franchisee, exclusive of state sales taxes provided by law from any person within the Town for garbage, hazardous, industrial, biomedical, biological, or solid waste; construction and demolition, debris, trash, litter refuse, and/or rubbish collection, removal and disposal. The invoices resulting from the collection of solid waste from multi-family residential, commercial and residential construction customers within the Town.

(i) *Hazardous waste:* Any solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitation reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

(j) *Industrial waste:* Any and all debris and waste products generated by manufacturing, food processing (except restaurant), land clearing, any commercial shrubbery or tree cutting, building construction or alteration (except do-it-yourself home projects) and public works type construction projects whether performed by a government unit or by contract.

(k) *Infectious waste:* Those wastes which may cause disease or may reasonably be suspected or harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

(l) *Multi-family residential establishment:* Any structure other than a residential unit which is used, or constructed for use, as a multiple dwelling facility. Multi-family residential establishments shall include, without limitations, rooming houses, tourist courts, trailer parks, apartment buildings with rental or cooperative apartments, or multiple story condominiums with common means of ingress or egress.

(m) *Performance or Payment bond:* The form of security approved by the Town and furnished by the franchisee as required as a guarantee that the franchisee will execute the work in accordance the work in accordance with the terms of this chapter and will pay all franchise fee payments due to the Town.

(n) *Person:* Any natural person, individual, public or private corporation, firm, partnership, association, joint venture, municipality, or any combination of such, jointly or severally.

(o) *Private hauler:* Any person, entity, corporation or partnership for hire that removes, collects and transports for disposal any solid waste over the streets or public rights-of-way within the Town. The qualified and approved private hauler must have the following: a minimum two years of incorporation; operation facility in Miami-Dade County; proven experience servicing a municipal and governmental contract in Miami-Dade County; possess a Miami-Dade County Waste Haulers Permit, Miami-Dade County Occupational License.

(p) *Recyclable materials:* Those materials which are capable of being recycled and which would otherwise be processed or disposed of as a solid waste.

(q) *Residential construction:* Any construction or renovation requiring a permit from the Town.

(r) *Residential construction site:* A location where residential construction is taking place.

(s) *Residential unit:* Any structure which is used, or constructed for use, as a single-family dwelling, duplex, cluster house or townhouse, and which is located on a single lot, parcel or tract of land. For the purposes of this Ordinance, any condominium structure composed of privately-owned, single family housing units with separate means of ingress or egress and containing no more than two stories shall be considered a residential unit. The term “residential unit” shall not include any multi-family residential establishment, as identified at subsection (e), above.

(t) *Solid waste:* Garbage, trash, litter, yard trash, hazardous waste, construction and demolition debris, industrial waste, or other disregard materials, including solid or contained gaseous materials resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid waste includes, but is not limited to: biohazardous waste, biological waste, garbage, hazardous waste, industrial waste, infectious waste, and recyclable materials.

(u) *Solid waste disposal:* Disposition of solid waste by means of combustion, land filling or other final method of discard.

Section 3. Franchise required by the Town for solid waste collection.

(a) No private hauler shall remove, collect or transport for disposal from any commercial establishment, multi-family residential establishment, or residential construction site in the Town, solid waste over the streets or public right-of-way located within the Town without first applying for and receiving the appropriate solid waste franchise from the Town to carry on such business.

(b) The franchise required by this section shall be in addition to Miami-Dade County Waste Haulers Permit, Miami-Dade County Occupational License. Any other permits, registration or occupational license which may be required by federal, state or local law.

(c) Granting of a franchise shall be limited to private haulers holding a valid Miami-Dade county permit.

Section 4. Application for non-exclusive franchise.

(a) Applications for a franchise shall be made to the Town upon a form prescribed by the Town manager and shall be accompanied by supporting documents and such other information (collectively “the application”) as may be required by the Town manager. The application shall, at a minimum,, include the following information:

- (1) The applicant's name, address, and telephone number. In the case of an applicant having more than one office within Miami-Dade County, the applicant shall designate a primary office from which accounts in the Town will be serviced, and the address and telephone number of all offices within Miami-Dade County, which are supervisory to the offices serving the Town. The franchisee shall provide, at its own expense, a suitable office located within a close proximity to Miami-Dade County where telephone complaints shall be received, recorded, and handled during normal working hours of each week, and shall provide for prompt handling of emergency complaints along with the special emergency complaints or calls.
- (2) Evidence of insurance meeting the minimum requirements set forth in this chapter.
- (3) A complete list of the vehicles which will be used to service accounts in the Town. This list shall include the year, make, model number, and license plate number of each vehicle.
- (4) Evidence that proposed franchisee has obtained all required county, state, and federal licenses or permits required to engage in the business of garbage or solid waste collection.
- (5) Evidence that the proposed franchisee has made arrangements to dispose all garbage and solid waste collected by it outside the Town limits, in a facility designed and licensed for the disposal of garbage and solid waste and which meets all requirements of law.
- (6) The name, address, business telephone and after regular operation business hours telephone number of one or more responsible managerial employees who may be contacted by the appropriate Town officials in the event of an emergency.
- (7) If the applicant is other than a natural person, sufficient information to identify the shareholders, partners, or other persons holding any legal or beneficial interest in the applicant in excess of ten percent.
- (8) During the initial year of the franchise applicant is required to provide the Town with a payment bond in amount not less than \$10,000. After the initial year of the franchise, a payment bond or an acceptable alternative in an amount equal to the applicant's previous 12-month franchise fees) paid to the Town or a minimum of & \$15,000.00, whichever is greater, as security for any fee(s)

due to the town under the franchise agreement(s) with good and sufficient sureties conditioned upon the compliance of the terms of this chapter and such form as the town attorney may require.

(9) The applicant for a new franchise or the applicant for renewal of a franchise shall provide a list of existing customers in the Town and the service levels.

(b) The application shall include submission of an application fee of \$750.00.

(c) Each franchisee shall pay, in addition to the fees imposed by this article, an annual vehicle registration fee which shall be in the amount of \$25.00 for each vehicle shown on the list required to be submitted as part of the application.

(d) After receipt of the application and all required fees and documents, the Town manager shall review the application and shall either deny the application or request additional information from the applicant.

(e) Any and all solid waste collected by a franchisee within the Town shall be disposed of only at the solid waste disposal facilities approved by the Miami-Dade County Department of Solid Waste Management, the Florida Department of Environmental Regulation, or other governmental regulatory authority.

(f) Each private hauler who currently holds a license in good standing from Miami-Dade County pursuant to section 15-17, of the Miami-Dade county Code of Ordinances, shall be allowed to continue to provide service in the Town, provided, however, that the private hauler shall submit an application for a Town franchise within 45 days of the effective date of this Ordinance.

(g) Any franchise granted by this Ordinance is non-exclusive, and the Town reserves the right to award additional franchises or utilize other collection programs for commercial and multi-family residential solid waste.

(h) Nothing in this Ordinance shall authorize collection of solid waste from residential units in the Town.

Section 5. Denial, term, transfer and renewal of franchise.

(a) Should the Town manager deny an application for a franchise, the applicant shall be notified by certified mail no later than 14 days from the date of the denial of the application. The denial or revocation of a franchise by the Town manager may be appealed to the Town Council. The notice of appeal shall be filed in writing with the Town manager no later than fourteen (14) days after the receipt of the certified letter advising applicant of the denial or revocation.

(b) A franchise approved pursuant to this Ordinance shall be valid for a one-year period, coinciding with the Town's fiscal year. If a franchise is applied for within the midst of the Town's fiscal year, the franchise, if obtained, will be valid for the remainder of that fiscal year, provided, however, no discount of the application fee will be provided to the applicant.

(c) A franchise may be renewed from year to year by the Town manager. Any renewal shall be subject to the same terms and conditions applicable to the issuance of the original franchise. The Town manager shall charge and collect renewal permit fees at the rates established by the Town Council by resolution.

(d) No franchise for the collection of solid waste issued under the provisions of this Ordinance may be assigned or transferred. In the event of any change in ownership, or a change of the name of the corporation or partnership, formal notification shall be given to the Town manager and a new franchise must be applied for and obtained from the Town, within 30-days of providing notice.

Section 6. Franchisee reporting requirements.

(a) At least annually or more frequently determined by the Town manager, each franchisee shall supply the following information to the Town on a form and in a manner prescribed by the Town manager:

- (1) A listing annually or more frequently if determined by the Town manager, each franchisee shall supply the following information to the Town on a form and in the manner prescribed by the Town manager.
- (2) A listing, as of the reporting date, of the names and addresses of customers, and the addresses of each location served. For each customer on the list, the private hauler shall provide the following:
 - i. Whether the customer served is a multi-family residential, commercial establishment, or residential construction site; and
 - ii. Whether the service provided is solid waste collection, recycling, or a combination of both; and
 - iii. A listing of those materials being recycled at each customer location; and
 - iv. The name of a customer contact person who can provide additional information regarding the recycling program.

- (3) A summary of the number of tons and cubic yards of solid waste collected quarterly from the customer based on scheduled service, as of the reporting date.
- (4) A summary of the number of tons and cubic yards recyclable material collected and marketed quarterly.
- (5) On or before September 1st, the franchisee shall deliver to the Town manager a statement of the franchisee's annual gross receipts generated from accounts within the Town prepared by an independent certified public accountant reflecting the franchisee's gross receipts within the Town for the franchisee's preceding fiscal year. The statement should indicate the beginning and end date for the franchisee's fiscal year.

(b) Each private hauler is required to establish and maintain appropriate records, showing in such detail as the Town manager may prescribe the amount of monthly solid waste collection and disposal service fee receipts for each of its accounts located in the Town. All records shall be open to inspection or audit by the Town manager, or his designee, during regular business hours, after reasonable notice, to audit, inspect and examine the franchisee's fiscal books and records and tax returns, insofar as they relate to Town accounts, to confirm the franchisee's compliance with this chapter. The Town manager is authorized to promulgate additional rules and regulations with respect to the establishment and maintenance of records as the Town manager deems necessary.

Section 7. Revocation of franchise.

(a) In addition to its other powers pertaining to any franchise, the Town reserves the power to terminate the franchise upon a finding of the Town manager that a franchisee has failed to comply with one or more of the requirements of this Ordinance.

(b) Prior to making a finding of a violation of this Ordinance, the Town manager shall notify the franchisee in writing of the deficiency and provide the franchisee an opportunity to dispute the Town manager's findings.

(c) Franchisee non-payment of the franchisee fees or failing to file reports shall be grounds for termination of the franchise, after 30-days prior written notice, without hearing.

(d) Any decision of the Town manager under this section, with the exception of paragraph (c), may be reviewed upon written request for an appeal by the aggrieved franchisee to the Town special master.

(e) The special master shall set the date and time for hearing the appeal. The hearing shall be held not less than 14 days, and no more than 60 days after receipt of the

notice of appeal. The special master shall either affirm the decision of the Town manager or direct the Town manager to issue or reinstate the franchise, with or without conditions.

Section 8. Franchise fee and Permit Fees.

(a) All private haulers operation in the Town shall pay the following franchise fees to the Town for the privilege of collection, removing or disposing of solid waste from commercial or multi-family residential establishments over the streets or public rights-of-way located within the Town:

- (1) The franchisee shall pay a franchisee fee to the Town equal to 17% percent of its monthly total gross receipts for all of its accounts which are located in the Town.
- (2) The franchise fee shall be in addition to any occupational license taxes levied by the Town upon the franchisee's business activities.
- (3) The franchise fee shall be paid to the Town by the private hauler on a monthly basis. The franchise fee is due on the 15th day of the month succeeding the month for which the franchise fee is being paid.
- (4) The franchise fee shall be accompanied by a report to the Town manager designation the names and addresses of each account of the private hauler located in the Town that was provided solid waste collection and disposal service for the preceding month. The report shall include the monthly total gross receipts of all such accounts. The report shall be in a format approved by the Town manager.

(b) If the franchise fee is not paid by the 15th of the month by the private hauler, an additional monthly surcharge, equal to 17% of monthly total gross receipts for the preceding month, shall be payable to the Town for each month the payment franchise fee is delinquent. Additionally, the franchisee shall pay all the Town's collection expenses, including court costs and reasonable attorney's fees.

(c) If any audit or examination discloses an underpayment to the Town greater than 17% of the required payment, in addition to payment of the underpayment, the franchisee shall pay for the expenses of the audit and a penalty equal to three times the underpayment.

(d) Each and every franchisee shall pay a permit per account fee annually of \$100.00 for each account with whom they contract for the provision of commercial solid waste services. The Town shall provide one color-coded sticker for each dumpster in each account to identify the dumpster. Franchise shall inform the Town as to the number of dumpsters associated with each account and shall ensure that a sticker is attached to each dumpster. The franchisee may only pass on an amount not to exceed \$48.00 of said permit per account fee to each contracted customers. Said permit per account fee shall

not be transferable. The annual period will begin October 1st and end September 30th. Permit per account applications submitted before the 15th of the month will be charged the full amount for the applicable month; those submitted after the 15th will be invoiced in the next month.

(e) Each franchisee utilizing large containers and/or roll-offs shall pay a temporary roll-off/container permit fee, per account, for each container/roll-off utilized to provide solid waste services requiring such containers. The \$50.00 fee shall be for a 90 day period and will be assessed each 90 days the container remains on site.

Section 9. Franchisee service standards.

(a) The franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its services in as good or better condition as it was before being damaged or altered.

(b) All solid waste shall begin no earlier than 6:00 a.m. Collection shall cease no later than 8:00 p.m. In case of an emergency, collection may be permitted at other times provided that the contractor has received prior approval from the Town manager, to be later evidenced by a written memorandum confirming the approval. Should the franchisee not confirm and obtain in writing the approval to operate on an emergency basis it shall be presumed that the franchisee did not obtain such approval.

(c) All solid waste collected within the Town shall be transported to an appropriate license dump or transfer or receiving station located outside the Town limits. No transfer station or the facility for the temporary storage of garbage or solid waste other than the receptacles at the premises serviced shall be permitted within the Town.

(d) No vehicle used for the collection of solid waste shall be permitted to be parked, stopped, or stored within the Town except for the time reasonably required to empty garbage or solid waste containers at the premises being served or to comply with traffic laws. The franchisee shall be responsible for the maintenance of all garbage or trash containers or dumpsters in a clean and sanitary manner. All containers used for the storage of solid waste shall be sanitized and otherwise maintained on a regular basis. Each garbage can, dumpster, or other container for the storage of solid waste shall be of such design as to prevent the infestation of the container by insects or vermin.

(e) Equipment shall be kept clean, sanitary, neat in appearance and in good repair at all times. The franchisee shall have on hand at all times sufficient equipment in good working order to permit franchisee to perform its solid waste collection duties fully, adequately, and efficiently. The franchisee shall have available reserve equipment that can be put into service within two hours of any breakdown. The reserve equipment shall be adequate size and capacity in order for franchisee to perform its contractual duties.

(f) Equipment is to be painted uniformly with the name of the franchisee, business telephone number, and number of the vehicle in letters not less than two inches

high on each side of the vehicle. All vehicles shall be numbered and a record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the Town.

(g) All containers used for the purpose of storing garbage shall be emptied not less often than two times weekly, or more often as the Town manager determines that the public health, safety and welfare requires additional pick-ups. Pick-ups shall be as evenly spaced as possible.

(h) The franchisee shall not litter in the process of making collections. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the franchisee, the franchisee shall promptly clean up the litter.

(i) Each franchisee shall be responsible for determining the type of garbage or solid waste generated by its customers and assuring the proper disposal of the solid waste. By way of example, franchisees servicing medical offices or building containing medical offices shall be responsible for assuring that the used bandages, dressing, needles, and the like are disposed in a manner appropriate for such items.

(j) Each franchisee's solid waste collection employee shall wear a uniform shirt bearing the company's name. The franchisee shall furnish to the employee an identifying badge not less than two and a half inches in diameter with numbers and letters at least one inch high, uniform, and type. Employees shall be required to wear the badges while on duty. The franchisee shall keep a record of employee names and numbers assigned.

(k) Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.

(l) The franchisee shall assure that its employees serve the public in a courteous, helpful and impartial manner. The franchisee's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be allowed, nor crossing the property of neighboring premises unless residents or owners of both properties shall have given permission. Care shall be taken to prevent damage to property including, but not limited to, garbage cans, carts, racks, trees, shrubs, flowers and other plants.

(m) Franchisee shall notify all customers in writing about complaint procedures, rates and regulations. A copy of the procedures and any amendments or updates shall be provided to the Town clerk.

(n) Except for servicing of dumpsters and servicing construction sites, a franchisee that contracts for servicing of a property shall provide garbage collection services and all related services required by the property.

(o) Storms and other emergencies. In the event of a storm or emergency requiring mass cleanup operations, franchisee, shall, upon direction of and to the extent indicated by the Town manager, participate in the clean up of the Town, and to the extent the franchisee requires a reasonable variance from regular schedules and routes due to the storm.

(p) Franchisee shall provide the Town with a copy of its proposed street routing. The Town manager may redirect the franchisee's route due to the Town's interest to protect the public's health, safety and welfare, and may do so because of the condition of the streets. A franchisee shall not interrupt the regular schedule or quality of service because of street closures of longer duration and arrangements for service will be made in a manner satisfactory to both franchisee and the Town. Customers shall receive reasonable notification of the schedules provided by the franchisee prior to commencement of service. Notification, material, methods and frequency of delivery shall be approved by the Town manager. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

(q) The performance of any act by the Town or franchisee may be delayed or suspended at any time while, but only so long as, either party is hindered in, or prevented from, performance by acts of nature, war, rebellion, strikes, lockouts, terrorism or any other cause beyond the reasonable control of the affected person.

Section 10. Insurance.

(a) Each franchisee shall maintain not less than the following types and amounts of insurance:

(1) comprehensive general liability	\$1,000,000
(2) property damage	\$1,000,000
(3) automotive liability	\$1,000,000
(4) worker's compensation	statutory requirement
(5) completed operations	\$1,000,000

(b) Each policy shall name the Town as an additional insured and each franchisee shall deliver to the Town a copy of the certificates of insurance evidencing the existence of the policies. Each certificate shall provide that the Town will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the Town from the franchisee's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

(c) The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the Town, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the franchisee, his agents, servants, or employees, or through the mere existence of the project under contract.

(d) All policies shall be on an occurrence basis rather than a claims-made basis.

(e) The franchisee shall secure and maintain policies of its subcontractors. All policies shall be made available to the Town upon demand. The franchisee shall be responsible to the Town for the acts and omissions of any subcontractor or persons employed by them.

Section 11. Town's right to regulate streets not abrogated. Nothing in this Ordinance shall be construed as a surrender by the Town of its right or power to pass ordinances regulating the use of its streets in accordance with the Town's police powers or property rights.

Section 12. Enforcement and administrative fines.

(a) Any person who has not strictly complied with the provisions of this Ordinance shall be subject to the enforcement procedures provided in this Ordinance.

(b) Administrative fines shall be imposed in accordance with the following schedule:

- (1) Obstructing the code enforcement officer from performing its duties: \$500.00;
- (2) The placement of containers, garbage, trash, bulky, and/or industrial waste on public rights-of-way: \$75.00;
- (3) Dumpsters not kept in approved garbage facility: \$150.00;
- (4) Failure of commercial establishment to have in effect an agreement with a franchised waste hauler for the collection and removal of solid waste/garbage from the premise: \$250.00;
- (5) Failure to screen container: \$50.00;
- (6) Insufficient number of approved garbage receptacles: \$50.00;
- (7) Un-containerized garbage or miscellaneous trash in receptacle area: \$75.00;
- (8) Unauthorized disposal of garbage or trash or other waste materials consisting of industrial and bulky waste or other waste materials: \$500.00;

- (9) Disposal of trash or other waste materials placed in right-of-way at other than authorized time: \$75.00;
- (10) Illegal dumping from a non-motorized vehicle or unknown entity (i.e.: dolly, wagon or wheel barrow): \$75.00;
- (11) Failure of a refuse collection firm to obtain or maintain a franchise while providing waste collection services: \$500.00;
- (12) Illegal dumping from an automobile: \$75.00;
- (13) Illegal dumping from a noncommercial vehicle: \$250.00;
- (14) Illegal dumping from a commercial vehicle: \$500.00;
- (15) Garbage deposited at mini-dump site for bulky waste: \$250.00;
- (16) Use of neighborhood bulky waste transfer station by commercial establishment; \$500.00;
- (17) Impeding, salvaging, and vandalism of bulky waste mini-dump site: \$250.00;
- (18) Trash not containerized or bundled: \$75.00;
- (19) Unauthorized bulky waste on right of way: \$75.00;
- (20) Garbage not containerized: \$75.00;
- (21) Litter on premises: \$75.00;
- (22) Sunken containers \$100.00; and
- (23) All other violations \$75.00

(c) Fines are due and payable by the violator within 10 days of receipt of the decision of the special master, if appealed. Fines imposed by the Town, and the cost of any corrective work by the Town, shall constitute a lien with equal rank and dignity as a special assessment lien.

Section 13. Municipal Collection Service. Each franchised collection firm shall provide containers and waste collection service to the Town at the locations and in conformance with the criteria established in this section. The waste collection services for the Town locations shall be performed at no cost to the Town and shall be borne equally by the franchised collection firms.

Section 14. Restoration. The Franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its services herein in as good or better condition as it was before being damaged or altered.

Section 15. Spillage and Litter. The Franchisee shall not litter premises in the process of making collection, but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Franchisee, the Franchisee shall promptly clean up the litter.

Section 16. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent

jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 17. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 18. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 19. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 19th, day of December, 2007.

PASSED and ADOPTED on second reading this ____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

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 7

ORDINANCE NO. 08-_____

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA; AMENDING SECTION 21-276 “BURGLAR ALARMS” OF THE TOWN CODE BY PRO RATING THE FEE FOR NEW BURGLAR ALARM REGISTRATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, burglar alarms operate in the Town of Cutler Bay (the “Town”) and the Town requires registration of these burglar alarms; and

WHEREAS, the Town wishes to reduce the burglar alarm fee for new registrations by pro rating the fee.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:¹

Section 1. Recitals Adopted. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Burglar Alarms. That Section 21-276, “Burglar Alarms”, of the Town Code of the Town of Cutler Bay is hereby amended, as follows:

Sec. 21-276. Burglar alarms.

(4) *Registration of alarm system and fee.*

(a) *Registration of burglar alarm systems.* All burglar alarm systems which operate at locations within the Town shall be registered with the Police Department by the user. The user shall complete and submit to the PD an initial registration or an annual registration renewal with the appropriate fee. Initial registration shall be necessary to register any system which is not currently registered with the Department or upon a change in the user of an alarm.

(b) *Annual registration fee.* ~~Effective with registrations for registration periods beginning on or after January 1, 2002,~~ There shall be an annual registration fee of twenty-five dollars (\$25.00) for all alarm registrations. Separate alarm systems require separate registrations. The registration period will be for one year. Initial alarm registrations which are submitted after November may pay a reduced initial alarm registration fee for the first year. The fee shall be reduced by two dollars for each month after November. By way of example a registration submitted in December would pay a fee of twenty three dollars and a registration submitted in September would pay a fee of five dollars. Upon renewal for registration periods ~~beginning on or after January 1, 2003,~~ the fee will be waived if the burglar alarm system has had no false burglar alarms requiring

^{1/} Proposed additions to existing Town Code text are indicated by underline; proposed deletions from existing Town Code text are indicated by ~~strikethrough~~.

police dispatch during the prior registration period. Renewal registration fees, if required, shall be paid by November 1st of each year.

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 Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED on first reading this 19th day of December, 2007.

PASSED and ADOPTED on second reading this ____ day of _____, 2008.

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.L.
Town Attorney

Moved By:
Seconded By:

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 8

ORDINANCE NO. 08-_____

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-24 WHICH ORDINANCE ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008 BY REVISING SAID BUDGET TO APPROPRIATE \$200,000 DESIGNATED AS CONTINGENCY RESERVES AND PROVIDE SUCH FUNDS BE ALLOCATED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR GREEN BUILDING INITIATIVE EXPENDITURES AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND DO ALL THINGS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon periodic review and analysis of current budgetary commitments and obligations and based on the projected needs and requirements of the Town of Cutler Bay (the "Town") and with the concurrence of the Town Manager and his Finance Director, it is deemed necessary to adjust, amend and implement the Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2007 to appropriate \$200,000 designated as contingency reserves and allocate such funds to the General Government Department for use on "Green Building" initiatives related to assessing the feasibility of, initiating and maintaining green building standards in the Town.

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

Section 1. That the above recitals are true and correct and are incorporated herein by this reference.

Section 2. That the Town Council hereby authorizes the amendment of Ordinance No. 07-24 which ordinance adopted the Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2007 through September 30, 2008, by revising said budget to appropriate \$200,000 from contingency reserves and allocate such funds to the General Government Department budget to be used on "Green Building" initiative activities, including, but not limited to, consultant fees, planning activities, and public meetings.

Section 3. The Town Manager is hereby authorized to make such expenditures and to do all things necessary to carry out the intent of this ordinance.

PASSED on first reading this 19th day of December, 2007.

PASSED AND ADOPTED on second reading this ____ day of _____, 2008.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF CUTLER BAY ONLY:

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.L.
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 _____