



## 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 Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Clerk Erika Santamaria  
Town Manager Steven Alexander

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, November 19, 2008, 7:00 PM  
South Dade Regional Library  
10750 SW 211<sup>th</sup> Street, 2nd Floor  
Cutler Bay, Florida 33189

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
  - A. Presentation from the Relay for Life
  - B. Presentation from Green Solar System Inc.
3. **APPROVAL OF MINUTES**
  - A. Council Meeting – October 15, 2008
4. **REPORTS**
  - A. TOWN MANAGER'S REPORT
  - B. TOWN ATTORNEY'S REPORT
  - C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS
    1. Greenbuild International Conference and Expo – Boston, MA
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.

TAB 1

**A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS OF THEIR EXISTING CONTRACT WITH THE VILLAGE OF PINCREST, FLORIDA PURSUANT TO TOWN ORDINANCE 06-22 FOR THE PROVISION OF CATCH BASIN MAINTENANCE SERVICES FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

**B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND JAMES C. NICOLAS RELATING TO THE PROVISION OF IMPACT FEE CONSULTING SERVICES TO THE TOWN OF CUTLER BAY; AUTHORIZING THE MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

**C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING THE ART IN PUBLIC PLACES ADVISORY BOARD FOR THE PRIMARY PURPOSE OF REVIEWING AND MAKE RECOMMENDATIONS TO THE TOWN COUNCIL AS TO ITEMS THAT MAY BE ACQUIRED WITH REGARD TO THE ART IN PUBLIC PLACES PROGRAM; APPOINTING A COUNCIL LIAISON AND PROVIDING FOR THE SELECTION OF BOARD MEMBERS; DESCRIBING THE COMPOSITION OF THE BOARD; SETTING FORTH RECOMMENDATIONS FOR QUALIFICATIONS OF THE BOARD; DESCRIBING THE DUTIES OF THE BOARD; PROVIDING FOR AUTOMATIC DISSOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

**D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR STORMWATER IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

**E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE ADMINISTRATIVE ORDER "FEE SCHEDULE FOR THE BUILDING DEPARTMENT" RELATING TO THE REVISION OF THE TOWN OF CUTLER BAY BUILDING DEPARTMENT FEE SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING APPROVAL OF THE SITE PLAN FOR SAGA BAY PARK LOCATED AT 7900 SW 205 STREET, CUTLER BAY, FLORIDA; AUTHORIZING THE TOWN MANAGER TO TAKE THE STEPS NECESSARY TO INITIATE THE CONSTRUCTION OF FUNDED PARK IMPROVEMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 7
- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING THAT A PUBLIC TRANSPORTATION MUNICIPAL COALITION BE CREATED FOR THE MUNICIPALITIES OF THE VILLAGE OF PINECREST, VILLAGE OF PALMETTO BAY, CITY OF HOMESTEAD AND CITY OF FLORIDA CITY FOR THE IMPROVEMENT OF PUBLIC TRANSPORTATION IN THE SOUTHERN MUNICIPAL REGION OF MIAMI-DADE COUNTY; PROVIDING FOR AN APPOINTMENT PROCEDURE FOR MEMBERS OF THE COALITION; AND PROVIDING AN EFFECTIVE DATE. **(MEERBOTT)**

TAB 8
- H.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING THE 2009 FLORIDA LEGISLATURE TO EQUALIZE FUNDING BASED ON POPULATION TO PROVIDE EACH REGION OF FLORIDA, INCLUDING SOUTH FLORIDA, ITS FAIR SHARE OF STATE FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE. **(MEERBOTT)**

TAB 9
- I.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CREATING MANAGED LANES ON PART OF US HIGHWAY 1 BUSWAY; PETITIONING THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY MPO TO CONTINUE TO STUDY SUCH A PLAN, BY PLACING THE NEXT LEVEL OF ANALYSIS IN THE 2009 LONG RANGE TRANSPORTATION PLAN, SO THAT ANY FATAL FLAWS CAN BE DISCOVERED AND COMMUNICATED WITH THE STAKEHOLDERS; AND TO INCLUDE STAFF AND AT LEAST ONE ELECTED OFFICIAL FROM ALL MUNICIPALITIES CONTIGUOUS TO THE PROPOSED TOLL LANE AREAS, INCLUDING BUT NOT LIMITED TO PINECREST, PALMETTO BAY, CUTLER BAY, HOMESTEAD AND FLORIDA CITY; PROVIDING AN EFFECTIVE DATE. **(SOCHIN)**

TAB 10
- J.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE OF FLORIDA GRANT ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR SOURCE REDUCTION

ADD-ON

**PROGRAMS (S0419) AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

**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.

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER FROM THE PROVISIONS OF ORDINANCE 07-01 RELATING TO THE OLD CUTLER ROAD OVERLAY ZONING DISTRICT FOR PROPERTIES LOCATED AT 8420 S.W. 197 STREET AND 19781 S.W. 84 COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 11

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR TWO (2) SINGLE FAMILY HOMES LOCATED AT 19781 S.W. 84 COURT (FOLIO# 36-6003-037-0040) AND 8420 S.W. 197 STREET (FOLIO#36-6003-037-0070); AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 12

C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF CITY FURNITURE FOR A REZONING FROM IU-1 (INDUSTRIAL, LIGHT MANUFACTURING DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 18750 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 56,413 SQ. FT.; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

TAB 13

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

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE ART IN PUBLIC PLACES PROGRAM; PROVIDING CRITERIA FOR THE SELECTION OF WORKS OF ART; DELINEATING THE APPLICABILITY OF THE ORDINANCE TO COMMERCIAL DEVELOPMENT PROJECTS; DESCRIBING THE EFFECT UPON PERMIT PROCESS AND THE CERTIFICATE OF OCCUPANCY PROCESS; CREATING AN ART IN PUBLIC PLACES TRUST FUND AND CREATING GUIDELINES FOR CONTRIBUTION; PROVIDING FOR A PROCESS FOR APPROVAL OF DONATED ARTWORK AND PROCEDURES FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR RETURN OF UNUSED FEES; CREATING APPLICATION PROCEDURES REPEALING ALL ORDINANCES IN

TAB 14

CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

**B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

TAB 15

**C.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 "ZONING" ARTICLE VI "SIGNS" SECTION 33-96.5 RELATING TO THE MAXIMUM HEIGHT FOR FLAG POLES IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. **(MEERBOTT)**

TAB 16

**D.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, UPDATING REGULATIONS RELATED TO TEMPORARY STORAGE UNITS AND FREIGHT CARGO CONTAINERS; CREATING PERMIT REQUIREMENTS; CREATING ANNUAL REGISTRATION FEE; CLARIFYING FEE REQUIREMENT RETROACTIVE TO PASSAGE OF INITIAL ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 17

**E.** AN ORDINANCE OF THE MAYOR AND TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 08-18 WHICH ORDINANCE ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009 BY REVISING SAID BUDGET TO APPROPRIATE \$60,000 DESIGNATED AS CONTINGENCY RESERVES AND PROVIDE SUCH FUNDS BE ALLOCATED TO THE PARKS BUDGET 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)**

TAB 18

**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, CREATING REGULATIONS RELATED TO MALLS AND BUSINESSES WITH PARKING LOTS CONTAINING 25

TAB 19

OR MORE PARKING SPACES; PROVIDING FOR INSTALLATION OF SECURITY CAMERA SYSTEMS FOR PARKING LOT SURVEILLANCE; PROVIDING FOR A PROCEDURE FOR MALLS AND BUSINESSES TO KEEP RECORDINGS FOR 30 DAYS; PROVIDING FOR AN EXEMPTION FOR CONVENIENCE BUSINESSES ALREADY GOVERNED BY SIMILAR FLORIDA STATUTES; PROVIDING TECHNICAL SPECIFICATIONS FOR A SECURITY CAMERA SYSTEM; CREATING A GRACE PERIOD FOR COMPLIANCE FOR EXISTING MALLS AND BUSINESSES; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES SECTION OF THE CODE TO INCLUDE PENALTIES FOR VIOLATION OF THESE SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

TAB 20

- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 2007-24 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2007/2008 FISCAL YEAR BY REVISING THE 2007/2008 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

**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.** Communications Committee Meeting  
Monday, November 24<sup>th</sup> at 6:00 p.m.  
Town Hall, 10720 Caribbean Blvd., Suite 105
- B.** Town Hall Closed  
Tuesday, November 27, 2008  
In observance of the Thanksgiving holiday.
- C.** Town Hall Closed  
Tuesday, November 28, 2008  
In observance of the Thanksgiving holiday.

- D. Communications Committee Meeting  
Monday, December 1st at 6:00 p.m.  
Town Hall, 10720 Caribbean Blvd., Suite 105
  
- E. Communications Committee Meeting  
Monday, December 8th at 6:00 p.m.  
Town Hall, 10720 Caribbean Blvd., Suite 105
  
- F. Communications Committee Meeting  
Monday, December 15th at 6:00 p.m.  
Town Hall, 10720 Caribbean Blvd., Suite 105
  
- G. Regular Council Meeting  
Wednesday, January 21, 2009 at 7:00 p.m.  
South Dade Regional Library, 10750 SW 211<sup>th</sup> ST, 1<sup>st</sup> Floor

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

TAB 1



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

Wednesday, October 15, 2008, 7:00 PM  
South Dade Regional Library  
10710 SW 211<sup>th</sup> Street, 1<sup>st</sup> 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 Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Clerk Erika Santamaria  
Town Manager Steven J. Alexander

**2. PROCLAMATIONS, AWARDS, PRESENTATIONS:**

**A.** The mayor presented a proclamation to Cutler Bay citizen Ed Alencikas for his long time community service.

**3. APPROVAL OF MINUTES:**

**A.** Vice Mayor MacDougall made a motion approving the minutes of the meeting on September 17, 2008. The motion was seconded by Councilmember Sochin and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**B.** Councilmember Bell made a motion approving the minutes of the meeting on September 24, 2008. The motion was seconded by Councilmember Meerbott and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**4. REPORTS**

**A. TOWN MANAGER'S REPORT**

The town manager reported that currently the Town has planted 270 trees as part of the beautification project. The Town has been awarded a grant for reinforcing the emergency operation center located at Cutler Ridge Park. He reported that recently the County Commission approved a name change for Cutler Ridge Police Station to South District Police Station. He stated that he is still in discussions with the County in reference to Lakes by the Bay Park. He then introduced Major Julie Miller who reported on the police crime report. Major Miller was proud to announce that in every crime category the Town's rate was down compared to the rest of the County.

**B. TOWN ATTORNEY'S REPORT**

The town attorney discussed that the Comprehensive Plan issues with the Department of Community Affairs are now closed. He also briefly mentioned that the item on the Local Planning Agency agenda is not a public hearing since it is a quasi-judicial matter in the council's regular meeting agenda.

**C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS**

Councilmember Bell announced that there will be a Parks Advisory Committee meeting on October 27<sup>th</sup> at 7:00 p.m. at Cutler Ridge Park.

Councilmember Sochin nominated Roberto Rosa to replace his previous appointment to the Communications Committee. Member Sochin provided a brief background on Mr. Rosa.

Councilmember Sochin made a motion to approve Roberto Rosa's appointment to the Communications Committee. The motion was seconded by Councilmember Meerbott and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

**5. CONSENT AGENDA:**

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE APPLICANT FUNDING AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ALLOWING THE TOWN TO APPLY FOR REIMBURSEMENT OF ELIGIBLE COSTS INCURRED DURING TROPICAL STORM FAY; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT AND TAKE STEPS NECESSARY TO SEEK REIMBURSEMENT; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.
- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA URGING THE MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT FLORIDA LEAGUE OF CITIES PRIORITY ISSUES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.
- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE "INTERLOCAL AGREEMENT" BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY RELATING TO THE PARKING FINES REIMBURSEMENT PROGRAM; APPROVING THE ANNUAL "GENERAL AFFIDAVIT" TO BE SUBMITTED IN ORDER TO OBTAIN THOSE FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AFFIDAVIT AND THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Sochin pulled Items D and E.

Councilmember Bell made a motion to approve the Consent Agenda as amended with pulled Items D and E. The motion was seconded by Vice Mayor MacDougall and Resolutions 08-58, 08-59, and 08-60 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, 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, AMENDING THE AGREEMENT WITH GOMEZ BARKER ASSOCIATES (“GBA”), THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE THAT REPRESENTS THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE STATE GOVERNMENT, AND APPROVING AN INCREASE IN COMPENSATION TO GBA; AND PROVIDING FOR AN EFFECTIVE DATE.

After much discussion, Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 08-61 was approved by 3-2 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, and Mayor Vrooman voting Yes; and Councilmember Sochin and Vice Mayor MacDougall voting No.

The town clerk read the following resolution by title:

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH SPILLIS CANDELA DMJM FOR GREEN BUILDING INITIATIVES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided a brief oral presentation on the resolution.

After brief discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 08-62 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, 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. The clerk read the following resolution, by title:

The clerk read the following resolution by title:

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER FROM THE PROVISIONS OF ORDINANCE 07-01 RELATING TO THE OLD CUTLER ROAD OVERLAY ZONING DISTRICT FOR PROPERTIES LOCATED AT 8420 S.W. 197 STREET AND 19781 S.W. 84 COURT; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Planning Director Kathryn Lyon gave an oral report recommending approval of the applicant's request for a waiver.

Maria Valiente, 1131 Stillwater Drive, the applicant, and Angel Milanez 12485 Southwest 137 Avenue, addressed the Council.

The mayor opened the public hearing. Antonio Martinez, 19747 Southwest 84 Place, addressed the Council.

After much discussion, Councilmember Meerbott made a motion to temporarily defer the resolution pending the discussion of the related resolution on site plan approval. The motion was seconded by Councilmember Bell and the motion was approved by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Sochin voting No.

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR TWENTY (20) SINGLE FAMILY HOMES GENERALLY LOCATED SOUTH OF S.W. 197<sup>TH</sup> STREET, WEST OF OLD CUTLER ROAD, EAST OF S.W. 84<sup>TH</sup> PLACE, AND NORTH OF SW 198<sup>TH</sup> STREET; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Planning Director Kathryn Lyon gave an oral report recommending approval of the applicant's request for site plan approval.

Maria Valiente, 1131 Stillwater Drive, the applicant, and Angel Milanez 12485 Southwest 137 Avenue, addressed the Council.

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

After extensive discussion, the town attorney made an amendment to the resolution requiring eighteen homes being approved and two smaller homes is constructed on the two lots closest to Old Cutler Road, which are to be approved at the next council meeting.

The mayor tabled the resolution for the applicant to discuss the suggested amendment with the town attorney.

The mayor re-addressed the resolution.

Councilmember Meerbott made a motion to approve the amended resolution as stated by the town attorney. The motion was seconded by Councilmember Bell and the resolution was approved by

unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF CITY FURNITURE FOR A REZONING FROM IU-1 (INDUSTRIAL, LIGHT MANUFACTURING DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 18750 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 56,413 SQ. FT.; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING NO PUBLIC HEARING REQUIRED)**

Interim Planning Director Kathryn Lyon gave an oral report recommending approval of the applicant's request for rezoning.

Vice Mayor MacDougall made a motion to approve the ordinance. The motion was seconded by Councilmember Bell and the ordinance was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, 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 MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 2007-24 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2007/2008 FISCAL YEAR BY REVISING THE 2007/2008 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

The town attorney gave a brief overview of the ordinance.

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

## **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 THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 07-07 RELATING TO NONRESIDENTIAL DESIGN STANDARDS AND REGULATIONS; PROVIDING FOR THE DELETION OF LOCATION REQUIREMENTS; PROVIDING FOR AMENDMENTS TO PERMITTED SQUARE FOOTAGE; PROVIDING FOR GREEN BUILDING INCENTIVES; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided a brief report on the ordinance.

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

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Bell and Ordinance 08-19 was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

#### **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: Tom Condon, 19641 Holiday Road and Kevin Voitke, 19000 Southwest 91 Avenue.

#### **11. MAYOR AND COUNCIL COMMENTS**

Councilmember Sochin addressed the comments of Mr. Voitke in reference to a flag pole at a neighbors home. He referred to the town manager for the details of the procedures of code enforcement and permitting process.

Councilmember Meerbott also addressed the comments of Mr. Voitke in reference to the flag pole issue.

Vice Mayor MacDougall discussed code compliance complaints and whether complaints should be anonymous or names should be given.

Councilmember Bell also addressed that anonymity of code compliance complaints. She mentioned that the Town still cannot afford the walking path around Cutler Ridge Park. She stated that the next Parks Advisory Committee will be meeting on October 27<sup>th</sup> at 7:00 p.m.

Councilmember Meerbott made a suggestion to sponsor a resolution to develop a transportation league for all southern municipalities to improve public transportation to encourage those cities to pass a similar resolution and convene as one collective voice.

#### **12. OTHER BUSINESS:**

#### **13. ADJOURNMENT**

The next council meeting will be held on November 19, 2008 at South Dade Regional Library.

The meeting was officially adjourned at 9:20 P.M.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 19<sup>th</sup> day of November, 2008.*

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*Paul S. Vrooman, Mayor*

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

TAB 2





Steven J. Alexander  
Town Manager

## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 19, 2008

Re: Execution of Agreement for Stormwater Utility – Catch Basin Maintenance Services

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS OF THEIR EXISTING CONTRACT WITH THE VILLAGE OF PINCREST, FLORIDA PURSUANT TO TOWN ORDINANCE 06-22 FOR THE PROVISION OF CATCH BASIN MAINTENANCE SERVICES FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

As part of the Town's new Stormwater Operating & Maintenance Budget, \$100,000 has been allocated to clean the catch basins, manholes, infiltration trenches, and French drains. The contractor will perform jet cleaning of the catch basins, French drains, and connecting pipes.

Town staff has spoken to current and past municipal clients, which include: Village of Pinecrest, Town of Miami Lakes, City of Doral, and Village of Palmetto Bay. All the references were pleased with Envirowaste's staff and knowledge and strongly recommended the company. Several storm drains located around the Town were cleaned by the vendor, as a sample of the quality of work which would be performed under the proposed contract. Town staff was present while the storm drains were initially inspected, during the cleaning, jetting process, and post inspections were performed. Staff was very pleased in the manner the drains were cleaned and with knowledge of the employees performing the actual cleaning/jetting.

### RECOMMENDATION

It is recommended that the Town Council adopt a resolution to "piggy back" the Village of Pinecrest's Agreement for storm drainage system cleaning services. This is permitted under Section IV of Town Ordinance 06-22. The vendor that was awarded the contract is Envirowaste Services Group Incorporated. The vendor has agreed to honor the same pricing that the Village of Pinecrest is being charged.

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS OF THEIR EXISTING CONTRACT WITH THE VILLAGE OF PINCREST, FLORIDA PURSUANT TO TOWN ORDINANCE 06-22 FOR THE PROVISION OF CATCH BASIN MAINTENANCE SERVICES FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay seeks to provide its residential and business communities with efficient and effective maintenance of its catch basins; and

**WHEREAS**, as part of its Stormwater Master Plan, the Town of Cutler Bay requires a contractor to perform catch basin maintenance; and

**WHEREAS**, pursuant to Section 4 of the Town of Cutler Bay Ordinance 06-22 “Purchasing Regulation,” the Town may enter into contracts that have been awarded by other municipalities pursuant to competitive bids based on clearly defined specifications; and

**WHEREAS**, Town staff has reviewed the existing contract between EnviroWaste Services Group, Inc. (EnviroWaste) and the Village of Pinecrest, Florida, and has conducted extensive research as to their performance on similar projects; and

**WHEREAS**, EnviroWaste was awarded their contract with the Village of Pinecrest, Florida pursuant to a competitive bid based on clearly defined specifications; and

**WHEREAS**, Town staff recommends that the Town Council authorize the Town Manager enter into an agreement with EnviroWaste under substantially the same terms and conditions of the existing contract with the Village of Pinecrest, Florida to perform catch basin maintenance services for the Town of Cutler Bay; and

**WHEREAS**, the Town finds that this resolution will promote the health, safety and welfare of the Town.

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

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

**Section 2. Agreement Approved.** The contract between the Town of Cutler Bay, Florida and EnviroWaste Services Group, Inc. relating to catch basin maintenance for the Town, in substantially the form of the Village of Pinecrest, Florida's contract with EnviroWaste Services Group, Inc., attached hereto as Exhibit "A", is hereby approved, subject to additional terms to be approved by the Town Attorney and Town Manager.

**Section 3. Authorization to Contract.** The Town Manager is authorized to negotiate and execute a contract with EnviroWaste Services Group, Inc, the firm selected by the Village of Pinecrest, Florida under "Invitation to Bid Storm Drainage System Cleaning Services", to provide catch basin maintenance for the Town, in substantially the form of the Village of Pinecrest, Florida's contract with EnviroWaste Services Group, Inc., attached hereto as Exhibit "A", as permitted under the Town's purchasing guidelines as described in Town Ordinance 06-22.

**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 \_\_\_\_\_



October 30, 2008

Mr. Ralph Casals  
Public Works Director, Town of Cutler Bay

**Subject: Storm Drain Cleaning Contract**

Mr. Casals,

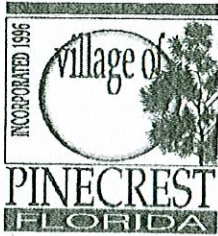
It is our pleasure to offer The Village of Pinecrest's drainage cleaning contract to The Town of Cutler Bay. Envirowaste Services Group, Inc. will honor the prices set forth in the Village of Pinecrest contract for drainage cleaning services. These prices shall be valid for a period of four (4) years.

The prices are as follow:

- Catch Basins                \$68.04 per inlet
- Manholes                    \$113.40 per inlet
- French Drains              \$85.05 per inlet
- Pipe                            \$2.27 per lineal foot
- Outfalls                      \$170.10 per inlet

Eduardo J. Barba.

Vice President, COO  
Envirowaste Services Group, Inc.  
305-637-9665 Office  
305-637-9659 Fax



**AGREEMENT FOR PROFESSIONAL SERVICES  
STORM DRAINAGE SYSTEM CLEANING SERVICES**

THIS AGREEMENT, made and entered into on the 2<sup>nd</sup> day of OCTOBER, 2008 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "Village"), and Envirowaste Services Group, Inc., Miami, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor");

**RECITALS:**

The VILLAGE wants to engage the CONTRACTOR to perform certain professional services as specifically described in accordance with the project specifications attached as Exhibit A, Exhibit B and with Paragraph 1, Scope of Services in this Agreement ("Specified Services"). The CONTRACTOR wants to provide such Specified Services in connection with the maintenance of the VILLAGE'S storm drainage system.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

- A. The CONTRACTOR agrees, as directed by the Village Manager or his/her designee, to perform the following services:

Furnish all material, labor and equipment in performing all operations necessary in connection with the cleaning of the storm drainage systems for the VILLAGE in complete and strict accordance with the attached specifications.

The scope of these professional services is based on the preliminary documents attached as Exhibit A and Exhibit B.

2. FEES FOR SERVICES

Upon satisfactory completion of the specified work as determined by the sole discretion of the Village Manager or his/her designee, the CONTRACTOR agrees to charge the VILLAGE in accordance with the proposal submitted:

|                              |                         |
|------------------------------|-------------------------|
| Cleaning of Catch Basin      | \$ 68.04 per inlet      |
| Cleaning of French Drains    | \$ 85.05 per inlet      |
| Cleaning of Connecting Pipes | \$ 2.27 per linear foot |
| Cleaning of Outfalls         | \$170.10 per inlet      |
| Cleaning of Manholes         | \$113.40 per inlet      |

Such amounts include all equipment, labor, materials and disposal costs.

Invoicing and payment:

The CONTRACTOR will issue an invoice upon completion of the work, in the Village Manager's sole discretion. If he/she, or his designee, determines that the work specified in the invoice has been performed according to the job specifications, the VILLAGE shall pay such invoice within 30 days.

The VILLAGE shall pay to the CONTRACTOR for the faithful performance of this Agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement shall commence on the date of this Agreement and continue for a period of ~~6~~ <sup>5</sup> years, therefore terminating on October 31, 2012, unless terminated pursuant to Paragraph 6 or extended pursuant to Paragraph 8.

4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

5. PROHIBITION AGAINST CONTINGENT FEES

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

6. TERMINATION

This Agreement may be terminated by either party upon 60 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 2 of this Agreement for all acceptable work performed up to the date of termination.

7. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive, and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including specifications and related materials, shall constitute the entire Agreement which may only be amended or modified upon written agreement between the parties.

9. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services. CONTRACTOR must also provide proof of insurance to the VILLAGE to be made part of this Agreement. The CONTRACTOR shall have and furnish Workers' Compensation Insurance and Employers Liability in the limits to comply with the Florida Statutes. The CONTRACTOR shall also furnish Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each occurrence for bodily injury liability and limits of Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence for property damage liability or Three Hundred Thousand Dollars (\$300,000) for single limit coverage, all to be in a form satisfactory to the VILLAGE and protecting the VILLAGE from any loss due to any claim arising from or out of the contract work, and shall have the same approved by the VILLAGE prior to the signing of this Agreement. Proper certificates of such coverage listing the Village of Pinecrest as an Additional Insured shall be filed with the VILLAGE at the time of contract signing.

10. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.



11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE:

Peter G. Lombardi  
Village Manager  
Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

CONTRACTOR:

B. Rafael Barba, P.G., G.C.  
CEO/President  
Envirowaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Miami, Florida 33131

12. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

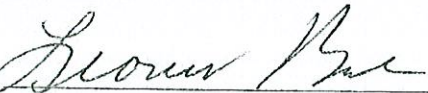
CONTRACTOR:

ENVIROWASTE SERVICES GROUP, INC  
B. Rafael Barba, President  
4 Southeast 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Miami, Florida 33131

By:

  
B. Rafael Barba  
President

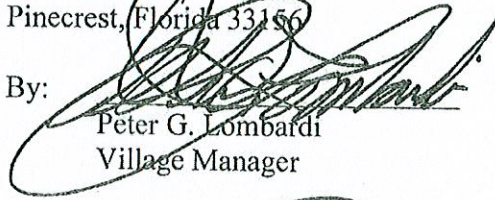
Attest:



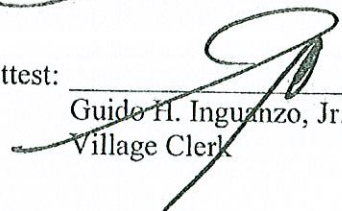
VILLAGE:

VILLAGE OF PINECREST  
Peter G. Lombardi, Village Manager  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

By:

  
Peter G. Lombardi  
Village Manager

Attest:

  
Guido H. Inguanzo, Jr., CMC  
Village Clerk

Seal:



September 9, 2008

Mr. Dan Moretti  
Department of Public Works  
Village of Pinecrest  
11551 South Dixie Highway  
Pinecrest, FL 33156

RECEIVED  
SEP 10 2008  
Village of Pinecrest  
Public Works Dept.

**RE: Contract extension**

Dear Mr. Moretti:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. Despite the increased price of fuel since our last contract renewal in 2006, we are extending our current pricing to the Village of Pinecrest for another 2 years, with 2, (2-year) renewals if the Village so desires.

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9665.

Sincerely,

**ENVIROWASTE SERVICES GROUP, INC.**

A handwritten signature in cursive script, appearing to read 'B. Rafael Barba'.

B. Rafael Barba, P.G., G.C.

CEO / President



RECEIVED

AUG 08 2006

Village of Pinecrest  
Public Works Dept.

August 7, 2006

Ms. Maritza Casado, Administrative Assistant  
Department of Public Works  
Village of Pinecrest  
11651 South Dixie Highway  
Pinecrest, FL 33156

RE: Fax dated 8/2/06 concerning a contract extension

Dear Ms. Casado:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. However, we are respectfully requesting a revision to the contract.

Our original contract dates back to October of 1998 and in that time we have only asked for a price increase once. As you can imagine, all costs have gone up significantly during that eight year span, primarily our two largest expenses: labor and fuel. Fuel costs in 1998 alone were approximately \$1.25 per gallon; today they are closer to \$3.25 per gallon (an increase of 180%).

Our first priority is to continue as the Village of Pinecrest's storm drain cleaning contractor. Therefore, we are requesting an increase in our previous year's prices of 8%. I am confident that the Village of Pinecrest will find that the new pricing is still well below the standard pricing available in the industry. Below I have included a price schedule with the old and proposed new prices:

|                 | OLD                    | PROPOSED NEW 8%        |
|-----------------|------------------------|------------------------|
| ▪ Catch Basins  | \$63.00 per inlet      | \$68.04 per inlet      |
| ▪ Manholes      | \$105.00 per inlet     | \$113.40 per inlet     |
| ▪ French Drains | \$78.75 per inlet      | \$85.05 per inlet      |
| ▪ Pipe          | \$2.10 per lineal foot | \$2.27 per lineal foot |
| ▪ Outfalls      | \$157.50 per inlet     | \$170.10 per inlet     |

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9885.

Sincerely,

ENVIROWASTE SERVICES GROUP, INC.

B. Rafael Barba, P.G., G.C.  
CEO / President

2011 N.W. 39<sup>th</sup> Street, Miami, FL 33142  
(305) 637-9885 • f (305) 637-9889



VILLAGE OF PINCREST, FLORIDA

**INVITATION TO BID**

**STORM DRAINAGE SYSTEM CLEANING SERVICES**

The Village of Pincrest is requesting sealed bids for storm drainage system cleaning services. The service consists of furnishing all material, labor, and equipment necessary for the cleaning of the storm drainage system throughout the municipal limits.

Sealed bids must be submitted by Friday, August 14, 1998 at 10:00 a.m. to the Office of the Village Manager, 11551 South Dixie Highway, Pincrest, Florida 33156. The sealed envelope should be clearly marked "STORM DRAINAGE SYSTEM CLEANING SERVICES BID". All bids will be opened publicly promptly at 4:05 p.m. Late submittals will not be accepted or considered.

**Qualifications of the Bidder:** Prospective bidders must be able to meet or exceed the qualifications and contractor requirements in accordance with bid documents.

**Bid Requirements:**

This project shall require a 10% bid bond. The bond may be in the form of a cashier's check, bank money order, bank draft or any national or state bank, certified check, or surety bond, payable to the Village of Pincrest.

The successful bidder shall submit a current general liability insurance, automobile and workman's compensation insurance certificates for the duration of the contract.

**Requesting Bid Documents:**

If you wish to pick-up a bid package, call in your request 24 hours before arriving by dialing (305) 234-2121. The bid package may be picked up at the front desk at 11551 South Dixie Highway, Pincrest, Florida. There is no charge for the bid documents.

**Bid Opening and Posting of Bid Tabulations:**

Sealed bids will be received until 10:00 p.m., Friday, August 14, 1998 at 11551 South Dixie Highway, Pincrest, Florida 33156. The bid opening will be held in the Council Chamber at 4:05 p.m. The public is invited to attend. To receive bid opening results you may contact the Village Manager's Office at (305) 234-2121 after August 18, 1998.

The Village of Pincrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises.

All questions or comments should be directed to Peter G. Lombardi, Office of the Village Manager, (305) 234-2121.

Guido H. Inguanzo, Jr., CMC  
Village Clerk



INVITATION TO BID  
Storm Drainage System Cleaning Services

PROJECT SPECIFICATIONS

A. **Description of Work:** The work covered by this specification consists of the routine mechanical cleaning of storm sewer drainage systems with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of drop inlets, manholes, junction boxes, shoulder gutter inlets, 324 french drains, 125 catch basins, storm water deep well structure and cross, side and lateral drain pipes, piped outfall structures and other miscellaneous storm drainage structures. Cleaning of storm drainage facilities will occur as directed by the Village Manager. Bidder is asked to submit a bid for storm drainage system cleaning services on a per unit basis.

B. **Drainage System Cleaning:** The Village Manager reserves the right to assign the work on an as needed basis. Routine cleaning work shall consist of work scheduled monthly by the Village Manager or his designee to maintain the existing level of performance of the storm sewer drainage system and to extend the service life of the system.

Non-routine cleaning work shall consist of work that must begin immediately to restore access to roadways and walkways for vehicular and pedestrian traffic.

C. The Contractor shall not begin work until authorized by the Village Manager in writing in the form of a Work Order. Any one Work Order may be for one or more locations. The Contractor shall commence each authorized project within five working days of receipt of this notification.

The mechanical storm drainage cleaning operation shall be done in such a manner so not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.

The Contractor shall remove the drainage structure grate or cover (if necessary) and remove by mechanical means all materials that obstruct either the structure opening, interior structure pipe openings or pipes such as grass and dirt.

D. **Drainage Structure Location Log:** The contractor shall prepare a log that contains a listing of all the drainage structures and associated pipes cleaned, the types of debris removed and the location of the drainage structures to the nearest street intersection. The log shall be submitted to the Village Manager with the completed and accepted Work Order.

E. **Quality Assurance:** The Village Manager or his designee shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all

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PROJECT SPECIFICATIONS

materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactory by the Village Manager or his designee shall be re-cleaned to the satisfaction of the Village Manager within the time specified, at no additional cost to the Village.

The only substance that may be removed and placed back into the drainage structure is the standing water removed during the de-watering and cleaning process.

- F. **Work Hours:** The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. Weekend work may be permitted by the Village. The Village reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion.
- G. **Equipment:** The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2-stage vacuum compressor.
- H. **Safety and Protection:** All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Village Manager. While performing work, the Contractor will be required to provide the necessary barricades and other traffic safety devices to warn motorists of work being performed. The Contractor shall adhere to the Florida Department of Transportation's Manual on Uniform Traffic Control Devices for maintenance work zones. The Contractor and his employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

- I. **Damage to Public and/or Private Property:** The Contractor shall take extreme care to safeguard all existing facilities, site amenities, concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at no additional cost to the Village or to the owner of the property.
- J. **Cleanup and Protection:**
  - 1. During work, keep pavements clean and work area in an orderly condition. The Contractor shall properly dispose of any waste resulting from the work being performed in an approved facility at an approved site.

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PROJECT SPECIFICATIONS

2. Laborers will be required to wear orange vests when working in the right-of-way areas so that they may be visible by motorists.
  
- K. **Removal and Disposal of Debris:** The Contractor shall clean and remove materials such as but not limited to: sand, soil, leaves, paper, glass, cans, tire pieces, wood pieces, rocks, gravel, tree branches, and other such materials on top of the grates, in the catch basins and pipes and in and around the outfalls. The materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all County, State and Federal Rules and Regulations.
  
- L. **Basis of Payment:** Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.

TAB 3





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## MEMORANDUM

Date: November 7, 2008

To: Honorable Mayor, Vice Mayor, and Town Council

Via: Steven Alexander, Town Manager

From: Kathryn Lyon, Acting Community Development Director

Re: Approval of Agreement with James C. Nichols for Impact Fee Consulting Services

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### **REQUEST:**

Approval of the attached resolution approving the proposed agreement and authorizing the Manager to accept the proposal from James C. Nichols for consulting services for the preparation of the Town of Cutler Bay's Impact Fee program.

### **BACKGROUND AND ANALYSIS**

The Town desires to engage a consultant to perform all necessary studies and analyses to develop impact fees for transportation, parks & recreation, Fire Protection and emergency medical protection, public buildings, and police protection to the extent applicable.

In accordance with the requirements of Town Ordinance 06-22, which requires three competitive quotations prior to selection, the Town obtained quotations from at least three vendors. We have selected James C. Nicholas primarily based upon his demonstrated expertise in this very specialized field to provide consulting services to the Town and assist the Town with the creation of impact fees.

The consultant, will participate in a kick-off meeting with Town staff, participate in two (2) public meetings with the Town Council or other officials, staff, and members of the public, advise the Town on the data and methods employed in the proposed impact fees, prepare recommended methods for calculation of impact fees, prepare recommended impact fees, prepare a report, assist the Town Attorney in developing impact fee ordinances, and make a public presentation on the results of the study.

The resolution also provides for execution of an agreement the consultant by the Town Manager and provides for payments in accordance with the schedule provided in the agreement. The services will be performed at a cost of \$20,000. The first payment is for \$10,000 and the following two payments are for \$5,000 each. The Purchasing Ordinance requires the Town Council approve the Manager's execution of the agreement.

### **RECOMMENDATION**

Staff recommends the Town Council approve the resolution and authorize the Town Manager to execute the agreement with James C. Nicholas.

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE TOWN OF CUTLER BAY AND JAMES C. NICOLAS RELATING TO THE PROVISION OF IMPACT FEE CONSULTING SERVICES TO THE TOWN OF CUTLER BAY; AUTHORIZING THE MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) desires to secure the services of a professional with specific expertise in the preparation of impact fees; and

**WHEREAS**, James C. Nicholas possesses the requisite skills and experience with regard to the preparation of impact fees that the Town requires; and

**WHEREAS**, the Town has selected James C. Nicholas to provide consulting services to the Town and assist the Town with the creation of impact fees in accordance with the requirements of Town Ordinance 06-22, which requires three competitive quotations prior to selection; and

**WHEREAS**, the Town and James C. Nicholas desire to enter into an agreement for the provision of impact fee consulting services in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Council finds this Resolution to be in the best interest and welfare of the residents of the Town.

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

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

**Section 2. Impact Fee Agreement Approved.** The impact fee agreement relating to the provision of impact fee consulting services to the Town by James C. Nicolas in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Town Manager Authorized.** The Town Manager is authorized to execute the impact fee agreement relating to the provision of impact fee consulting services to the Town by James C. Nicolas in substantially the form attached hereto as Exhibit “A,” on behalf of the Town.

**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 \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CUTLER BAY  
AND  
JAMES C. NICHOLAS**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2008 (the “Effective Date”), by and between the **TOWN OF CUTLER BAY**, a Florida municipal corporation (hereinafter the “Town”), and **JAMES C. NICHOLAS** (hereinafter the “Consultant”).

**WHEREAS**, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for certain consulting work in connection with developing methods for the calculation of impact fees (the “Project”); and

**WHEREAS**, the Town desires to engage the Consultant to perform the services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

1.1. The Consultant shall furnish such professional services, perform such tasks, and provide deliverables (the “Services”) as described in the Proposal For Consulting Services, dated July 10, 2008, attached hereto and made a part hereof as Exhibit “A” (the “Proposal”).

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until Consultant completes the Services described herein, unless earlier terminated in accordance with Paragraph 8.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Proposal, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1 Compensation for Services provided by Consultant shall be due in accordance with the fee schedule described in the section of the Proposal titled “Charges.” Any work not specifically set forth in the “Tasks” section of the Proposal must be authorized in advance, in writing, by the Town Manager.

3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in Town Manager's sole discretion.

5. **Town's Responsibilities**

5.1 Town shall make available any maps, plans, existing studies, reports and other data pertinent to the Services and in possession of the Town upon Consultant's request. Town shall use reasonable efforts to provide Consultant with the data requested by Consultant in the Proposal. Upon Consultant's request in writing, Town shall use reasonable efforts to arrange for access to any real property as required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of the Project, it is determined that the Consultant's deliverables or services are incorrect, not properly rendered, defective, or fail to conform to the Services for the Project, upon written notification from the Town Manager, the Consultant shall at Consultant's sole expense, immediately correct the work.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Town. For the purposes of this section “adversarial” shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Town is a party.

8. **Termination.**

8.1 The Town Manager, with or without cause, may terminate this Agreement upon thirty (30) days written notice to the Consultant.

8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Project unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services and the Project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and to abide by all Federal and State laws regarding nondiscrimination.

10. **Attorneys Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and

including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

11.1 Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Steven J. Alexander  
Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

With a copy to: Mitchell Bierman, Esq.  
Town Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

For The Consultant: James C. Nicholas  
126 SW 165<sup>th</sup> St.  
Newberry, Florida 32669

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Consultant represents that he is properly authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. **Ownership and Access to Records and Audits.**

15.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

15.2 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Consultant providing the Services to the Town under this Agreement shall be the property of the Town.

15.3 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any



Records of the Consultant involving transactions related to this Agreement.

- 15.4 The Town may cancel and terminate this Agreement immediately for refusal by the Consultant to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

- 16.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and his familiarity with the Town's area, circumstances and desires.

17. **Severability.**

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

18. **Independent Contractor.**

- 18.1 The Consultant shall be and remain an independent contractor and not an employee, partner, agent, joint venturer or principal of Town with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, neither party shall have any authority to represent or bind the other. Further, Consultant shall not be entitled to the rights and benefits afforded to Town's employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical or disability insurance, vacation or sick leave or any other employment benefit. Consultant shall file all tax returns and reports required to be filed by Consultant on the basis that Consultant is an independent contractor, rather than an employee, and Consultant shall indemnify the Town for the amount of any employment taxes required to be paid by the Town as the result of not withholding employment taxes from the compensation under this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement.

20. **Waiver**

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

21. **Survival of Provisions**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

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

23. **Public Entity Crimes Affidavit**

23.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24. **Insurance.**

24.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained

by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of the amounts set forth in this Section.

- 24.2 **Comprehensive Automobile and Vehicle Liability Insurance.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 24.3 **General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 24.4 **Certificate of Insurance.** Consultant shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the term of this Agreement, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 24.5 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance.
- 24.6 **Deductibles.** All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be

responsible for the payment of any deductible or self-insured retentions in the event of any claim.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Miscellaneous**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same agreement.

26.2 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**TOWN:**

TOWN OF CUTLER BAY

**CONSULTANT:**

\_\_\_\_\_  
JAMES C. NICHOLAS

By: \_\_\_\_\_  
Steven J. Alexander , Town Manager

Attest: \_\_\_\_\_  
Erika Gonzalez-Santamaria, Town Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Town Attorney

**EXHIBIT “A”**

**THE PROPOSAL**

Exhibit “A”

James C. Nicholas

126 SW 165<sup>th</sup> Street  
Newberry, FL 32669  
(352) 472 4045  
(352) 472 4045 Fax  
e-mail jcnicholas@msn.com

## PROPOSAL FOR CONSULTING SERVICES

**TO:** Town of Cutler Bay  
**DATE:** July 10, 2008  
**SUBJ:** Proposal for Consulting Services  
Impact Fees

### A. PREPARATION OF IMPACT FEES.

#### **TASKS.**

This task is to develop development impact fees for transportation, parks & recreation, Fire Protection and emergency medical protection, public buildings, police protection. The consultant's tasks will be to:

1. Participate in a "kick off" meeting to review and discuss preliminary data with Town staff.
2. Participate in two (2) public meetings with the Town Council or other officials, staff and members of the public on the data and methods employed in the proposed impact fees.
3. Prepare recommended methods for the calculation of impact fees for transportation, parks & recreation, emergency medical protection, public buildings, police protection, and fire/ems protection.
4. Prepare recommended impact fees for transportation, parks & recreation, fire and emergency medical protection, public buildings, and police protection.
5. Prepare a report that sets out the data and methods used in establishing the recommended impact fees
6. Assist the Town Attorney in developing implementing impact fee ordinances.
7. Make a public presentation on the results of the study and answer questions.

## APPROACH

The approach to be taken is the demand or standards approach. This approach begins with the identification of applicable levels of service. The applicable level of service would be the level adopted in the Comprehensive Plan or the existing level of service, whichever is lower. This selection of level of service is dictated by principles of law and equity. It would be inequitable and perhaps illegal to hold new development to a standard higher than that adopted in the Comprehensive Plan or higher than that which exists. Once levels of service are established, physical units of infrastructure will be identified that will implement the level of service. For example, a level of service for parks of 4 acres per 1,000 population translates into 174 square feet of park land per capita. Once the physical units have been identified, the next step is to estimate the unit cost of infrastructure. The relevant costs are land, buildings, and equipment. Town of Cutler Bay financial history together with the values carried on assets for purposes of self-insurance are the first data used to estimate Town of Cutler Bay infrastructure costs. These data are then supplemented by data from the state, other jurisdictions and recognized sources so that a complete set of updated data are available to project costs. At times it is necessary to use a prototype facility approach, such as costing out a prototype community park. Continuing with the park example, if it is determined that land acquisition has been running \$135,000 per acre and the prototype community park costs \$100,000 per acre to develop, park costs per acre would be \$235,000 and \$5.39 per square foot. Multiplying this cost by the 174 square feet per capita yields a per capita park cost of \$938.71. This cost is then multiplied by dwelling unit occupancy data to project gross park cost per dwelling unit.

Once cost is determined, a pro rata share of that cost that could be imposed as an impact fee is needed. The gross cost will be reduced by what other entities contribute to Town of Cutler Bay capital costs, typically in the form of grants, and what new development will pay for capital improvements in the form of debt service on outstanding debt or other dedicated revenues. Allocations and appropriations of motor fuel taxes is a major source of transportation funding and an important consideration in transportation impact fees. The result would be a pro rata share of cost that could be imposed as an impact fee.

This approach is commonly used in Florida, especially by counties. It has been subjected to judicial scrutiny in Florida several times, up to and including the Supreme Court. This method uses Town of Cutler Bay data to the maximum extent feasible. This is now required by state law. It also credits or reduces impact fees for revenues paid by others or new developments so that there is an equalization of equities between the existing community of Town of Cutler Bay and new development. In *Contractors and Builders Association of Pinellas County v Town Of Dunedin*, 329 So. 2d 314 (Fla. 1976), Florida Supreme Court wrote:

[t]he cost of new facilities should be borne by new users to the extent new use requires new facilities, but only to that extent. When new facilities must be built in any event, looking only to new users for necessary capital gives old users a windfall at the expense of new users.

Here the Court is making it very clear that impact fees may not be structured in such a way that new development is bearing costs that should be borne by the community as a whole.



But it follows that impact fees may be structured in such a way that new development will bear those costs incurred to serve new development. The approach to be taken will differentiate those costs that are reasonably assignable to new development in the form of impact fees and those that costs to be incurred by the general public.

### **CHARGES**

The above services will be performed at a cost \$20,000. This proposal contemplates four (4) on-site meetings and travel expenses have been included in the proposed charge. Any additional meetings or services would be billed at \$150 per hour, plus reasonable expenses. Payments would be due on the following schedule:

One-half (50%) on the acceptance by the staff of a draft report setting out recommended impact fees;

One-Quarter (25%) referral of impact fees to the Town Council

One-Quarter (25) on the acceptance of the report by the Town Council.

All other services will be billed monthly.

### **TIMING**

The consultant is prepared to proceed immediately on notice to proceed. Upon receipt of the items listed below, draft reports will be provided within five (5) weeks.

### **TOWN RESPONSIBILITIES**

The data expected to be needed from the County for the preparation of impact fees are:

1. Population and Dwelling Units

The population data I have are only for 2006 and 2007 and are shown below. Please provide any additional data that are available:

|      | <b>Population</b> | <b>Dwellings</b> |
|------|-------------------|------------------|
|      |                   |                  |
|      |                   |                  |
| 2006 | 27,130            |                  |
| 2007 | 40,468            |                  |
|      |                   |                  |
|      |                   |                  |
|      |                   |                  |

2. From the Miami-Dade County Property Appraisers' office;

a. Number of heated square feet of floor area by DOR Land Use Code for the most recently available year, including both residential and non-residential and providing only totals for DOR Land Use Codes.

b. Just and taxable values for the land uses described in 2(a) above.

3. Outstanding Debt

Please provide an inventory of outstanding Town debt specifying;

- a. The purpose or use of funds (Roads, parks, public buildings)
- b. Remaining balances as of a specified data
- c. Original term of the debt and remaining years to be paid
- d. Generalized or average interest rate
- e. Source of revenue to pay debt service.

4. Roads and Transportation

| ROADS                | Unit Cost of |
|----------------------|--------------|
| Lane Miles of        |              |
| Arterial Roads       |              |
| Major Arterials      |              |
| Minor Arterials      |              |
| Average width of     |              |
| ROW                  |              |
| Collector Roads      |              |
| Major Collectors     |              |
| Minor Collector      |              |
| Average width of     |              |
| ROW                  |              |
| Neighborhood Streets |              |
| Sidewalks            |              |
| Miles of Sidewalks*  |              |
| Bike Paths           |              |
| Miles of Bike Paths* |              |

\* NOT ASSOCIATED WITH NEIGHBORHOOD STREETS

5. Parks and Recreation

|                          |                |              |
|--------------------------|----------------|--------------|
| Number of Parks          |                |              |
| Acres of Parks           |                |              |
| Facilities at Parks      | Number<br>Size | Unit<br>Cost |
| Base Ball fields         |                |              |
| Lighted                  |                |              |
| Unlighted                |                |              |
| Soccer/Football fields   |                |              |
| Lighted                  |                |              |
| Unlighted                |                |              |
| Tennis Courts            |                |              |
| Lighted                  |                |              |
| Unlighted                |                |              |
| Basketball Courts        |                |              |
| Lighted                  |                |              |
| Unlighted                |                |              |
| Swimming Pool            |                |              |
| Play Grounds             |                |              |
| Picnic Areas             |                |              |
| Walking/Hiking<br>Trails |                |              |
| Water Trails             |                |              |
| Others (please list)     |                |              |
|                          |                |              |
|                          |                |              |
|                          |                |              |

6. Police Protection

|                           |          |           |
|---------------------------|----------|-----------|
| Number of Sworn Personnel |          |           |
| Facilities and Equipment  | No./Area | Unit Cost |
| Buildings/Offices         |          |           |
| Vehicles                  |          |           |
| Communications Equipment  |          |           |
| Other Equipment           |          |           |

NOTE: Self Insurance records are good sources for these data.



- All data are requested, whenever possible, to be in Excel format.

## B. INSURANCE ISSUES

James Nicholas is a sole proprietor consultant. As such, he has no employees and thus no need for workers' compensation insurance. He has professional and general liability insurance in the amount of \$1,000,000 and auto liability in the amount of \$500,000. The Town of Cutler Bay will be named as an also insured.

## C. EXPERIENCE OF THE CONSULTANT

James Nicholas is the consultant and will perform all work. Nicholas is an emeritus professor of urban and regional planning and an affiliate professor emeritus of law at the University of Florida. He has a Ph.D. in economics and 38 years experience in the practice of urban planning issues with a specialization in fiscal matters. He has prepared impact fees for 30 years in Florida and in many other states. A summary of his impact fee work is attached below.

## D. REFERENCES

Following is a list of representative impact fee clients and contacts.

1. **Palm Beach County, Florida.** Prepared update of road, parks & recreation, fire protection, law enforcement, public buildings, public library and school impact fees. Work began December 1, 2004 and is continuing. Report on recommendations submitted July 2005. Board hearing scheduled for September 13, 2005. All work was performed by James Nicholas. Contract amount -- \$45,000.

Contact:

Willie Swoope, Impact Fee Coordinator  
Palm Beach County  
100 Australian Avenue  
West Palm Beach, FL 33406  
(561)233 5025  
wswoope@co.palm-beach.fl.us

2. **St Johns County, Florida.** Prepared update of road, parks & recreation, fire protection, law enforcement, public buildings, public library and school impact fees. Work began March 2003 and was completed in January 2005. Ordinances adopted in March 2005. All work was performed by James Nicholas. Contract amount -- \$43,000.

Contact:

Nicole Cabbage,  
St Johns County School Board  
40 Orange Street  
St Augustine, FL 32084  
(904)819 7674  
cubbedn@stjohns.k12.fl.us

3. **Martin County, Florida.** Prepared update of road, parks & recreation, fire protection, emergency services, law enforcement, public buildings and public library impact fees. This task involved recasting the methods of existing impact fees. Work began July 2004 and is continuing. A report with recommendations was submitted in June 2005. Board hearing is August 2, 2005. All work was performed by James Nicholas. Contract amount -- \$65,000.

Contact:

Nicki Vol Vano, Director of Community Development  
Martin County  
2401 Monterey Road  
Stuart, FL 34996  
(772)288 5665

4. **Bradford County, Florida.** Prepared draft transportation, law enforcement, fire/ems, public building and public library for consideration. Work began April 2006 and is on-going. This involved the complete revision of the existing two fees as well as the development of three additional impact fees. All work was performed by James Nicholas. Contract amount -- \$30,000.

Contact:

James L. Crawford, County Manager  
P.O. Drawer B  
Starke, FL 32091  
(904) 368-3900  
jim\_crawford@bradford-co-fla.org

5. **Canton, Georgia.** Prepared parks and recreation, fire and rescue and police protection impact fees. Also assisted with the preparation of comprehensive plan amendments, drafting of implementing ordinances and administrative code. This work was begun in November 2001 and completed in March 2003. Work was performed by James Nicholas in concert with two other independent consultants. All work was performed on an hourly rate, amount billed was \$25,495.

Contact:

Marie Garrett, Assistant to the Mayor  
Town of Canton  
687 Marietta Highway  
Canton, GA 30114  
(770) 704-1548  
[marielg@bellsouth.net](mailto:marielg@bellsouth.net)

6. **Town of Riviera Beach, Florida.** This involved the preparation of impact fees that were derivatives of Palm Beach County's impact fees. The fees were, fire & rescue, police, parks & recreation, public buildings and public libraries. Work was performed from March 2004 to September 2004. All work was performed by James Nicholas. Contract amount -- \$20,000.

Contact:

Mary McKinney, Director of Community Development  
Town of Riviera Beach  
600 W. Blue Heron Blvd  
Riviera Beach, FL 33404-4328  
(561) 845-4060  
[mmckinney@rivierabch.com](mailto:mmckinney@rivierabch.com)

7. **Miami-Dade County, Florida.** This work has involved several tasks. The first is to provide consulting to Miami-Dade County on impact fee issues as they may arise. The second was the preparation on an updated parks and recreation impact fee. The third issue was to prepare an updated law enforcement impact fee and the final issue was to prepare recommended revisions to Road Impact Fee Benefit Districts. Work began in 2001 and continues to the present. All work is performed by James Nicholas. Contract amount -- \$40,000.

Contact:

Lawrence Jensen, Supervisor, Impact Fees  
Miami-Dade County  
11805 SW 26th Street, Room 145  
Miami, FL 33175  
(786) 315-2608  
[larry@miamidade.gov](mailto:larry@miamidade.gov)

# Client List

| Client List         |       | Project Type |            |      |      |        |        |       |
|---------------------|-------|--------------|------------|------|------|--------|--------|-------|
| Client              | State | Road         | Stormwater | Park | Fire | Police | School | Other |
| Scottsdale          | AZ    |              | X          |      |      |        |        |       |
| Bakersfield         | CA    | X            |            |      |      |        |        |       |
| Kern County         | CA    | X            |            |      |      |        |        |       |
| Pitkin County       | CO    |              |            |      |      |        |        | X     |
| Alachua County      | FL    | X            |            | X    | X    | X      |        | X     |
| Bradenton           | FL    |              |            | X    | X    | X      |        |       |
| Bradford County     | FL    | X            |            |      | X    | X      |        | X     |
| Broward County      | FL    |              |            | X    |      |        | X      |       |
| Charlotte County    | FL    | X            |            | X    | X    | X      |        | X     |
| Citrus County       | FL    | X            |            | X    | X    | X      | X      | X     |
| Collier County      | FL    | X            |            |      | X    |        |        |       |
| Dade County         | FL    |              |            | X    |      | X      | X      |       |
| Destin              | FL    | X            |            |      |      | X      |        |       |
| Hernando County     | FL    | X            |            | X    | X    | X      | X      | X     |
| Hillsborough County | FL    |              |            |      | X    |        |        |       |
| Indian River County | FL    | X            |            |      |      |        |        |       |
| Key West            | FL    | X            |            |      |      |        |        |       |
| Lake County         | FL    | X            |            | X    | X    | X      |        | X     |
| Lee County          | FL    | X            |            | X    | X    |        |        |       |
| Charlotte County    | FL    | X            |            | X    | X    | X      | X      | X     |
| Monroe County       | FL    | X            |            | X    | X    | X      |        | X     |
| Nassau County       | FL    | X            |            |      |      |        |        |       |
| Palm Beach County   | FL    | X            |            | X    | X    | X      | X      | X     |
| Pasco County        | FL    | X            |            |      |      |        | X      |       |
| Sanibel             | FL    |              |            |      | X    |        |        |       |
| St. Johns County    | FL    | X            |            | X    | X    | X      | X      | X     |
| St. Lucie County    | FL    | X            |            | X    | X    | X      | X      | X     |
| Volusia County      | FL    |              |            |      |      |        | X      |       |
| Walton County       | FL    | X            | X          | X    | X    |        |        | X     |
| West Palm Beach     | FL    | X            |            |      |      |        |        |       |
| Alpharetta          | GA    | X            |            | X    | X    | X      |        |       |
| Canton              | GA    |              |            | X    | X    | X      |        |       |
| Cobb County         | GA    |              |            |      |      |        |        | X     |
| DeKalb County       | GA    | X            |            | X    | X    | X      |        | X     |
| Forsyth County      | GA    |              |            | X    | X    | X      |        | X     |
| Hawaii County       | HI    | X            |            | X    | X    | X      |        | X     |
| Honolulu            | HI    | X            |            |      |      |        |        |       |
| DuPage County       | IL    | X            |            |      |      |        |        |       |
| Franklin            | MA    |              |            |      |      |        | X      |       |
| Anne Arundel County | MD    | X            |            |      |      |        | X      |       |
| Portland            | ME    | X            |            | X    | X    | X      |        |       |
| Concord             | NH    |              |            |      |      |        | X      |       |
| Albuquerque         | NM    |              |            | X    | X    | X      |        |       |
| Clark County        | NV    | X            |            |      |      |        |        |       |
| Reno                | NV    | X            |            |      |      |        |        |       |



| Client List       |       | Project Type |            |      |      |        |        |       |
|-------------------|-------|--------------|------------|------|------|--------|--------|-------|
| Client            | State | Road         | Stormwater | Park | Fire | Police | School | Other |
| Washoe County     | NV    | X            |            |      |      |        |        |       |
| Beavercreek       | OH    | X            |            |      |      |        |        |       |
| Chardon           | OH    |              |            |      |      |        |        |       |
| Montgomery County | PA    | X            |            |      |      |        |        |       |
| Gatlinburg        | TN    | X            |            |      |      |        |        |       |
| Virginia Beach    | VA    | X            |            | X    | X    | X      | X      | X     |

# Certificate of General and Liability Insurance



7401 Cypress Gardens Blvd  
Winter Haven, FL 33888-0037

H-19-2155-F351 F N 3

NICHOLAS, JAMES  
126 SW 165TH ST  
NEWBERRY FL 32669-3116



Location: 126 SW 165TH ST  
NEWBERRY FL  
32669-3116

Add Ins 1: BOARD OF COUNTY COMMISSIONERS  
FOR SARASOTA COUNTY

**Forms, Options, and Endorsements**

|                               |           |
|-------------------------------|-----------|
| Special Form 3                | FP-6153   |
| Amendatory Endorsement        | FE-6210.3 |
| Tree Debris Removal           | FE-6451   |
| Business Policy Endorsement   | FE-6464   |
| Glass Deductible Deletion     | FE-6538.1 |
| Fungus (Including Mold) Excl  | FE-6566   |
| Subcontractor Pfd Exclusion   | FE-6598   |
| Amendatory Collapse           | FE-6839   |
| Policy Endorsement - Business | FE-6610   |
| Section II Additional Insured | FE-6609   |
| Inc Cost and Demolition Cov   | FE-6587   |
| Testing/Consulting E&O Excl   | FE-6510   |

Continued on next page

|                            |                               |
|----------------------------|-------------------------------|
| <b>GENERAL CERTIFICATE</b> |                               |
| <b>POLICY NUMBER</b>       | 98-TG-6562-5                  |
| Business Policy            |                               |
| APR 05 2007 to APR 05 2008 |                               |
| <b>DATE DUE</b>            | <b>SEE BALANCE DUE NOTICE</b> |
| APR 05 2007                | \$336.68                      |

**Coverages and Limits**

**Section I**

|                              |             |
|------------------------------|-------------|
| A Buildings                  | Excluded    |
| B Business Personal Property | 5,100       |
| C Loss of Income             | Actual Loss |

**Deductibles - Section I**

|   |     |
|---|-----|
| Basic   | 500 |
| Other deductibles may apply - refer to policy |     |

**Section II**

|   |             |
|---|-------------|
| L Business Liability                          | \$1,000,000 |
| M Medical Payments                            | 5,000       |
| Gen Aggregate (Other than PCO)                | 2,000,000   |
| Products-Completed Operations (PCO Aggregate) | 2,000,000   |

|                                |                 |
|--------------------------------|-----------------|
| <b>Estimated Prem (Sec I)</b>  | <b>\$179.00</b> |
| <b>Estimated Prem (Sec II)</b> | <b>\$87.00</b>  |
| Forms, Opts, & Endrmnt         | 59.00           |
| FL EMPA Fund Surcharge         | 4.00            |
| FL Trust Fund Surchg           | .33             |
| FHC Assessment                 | 3.25            |
| FL Guaranty Fund               | 4.10            |
| <b>Amount Due</b>              | <b>\$336.68</b> |

Cov. A - Inflation Index: N/A  
Cov. B - Consumer Price: 203.9

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Audit period: Annual

Policy number 98-TG-6562-5 replaces 98-SW-0647-8.

20070117 Rev 11-4-06-05 3:00PM

*Thanks for letting us serve you.*

**Agent WENDY LAPOINTE**

*If you have moved, please contact your agent.  
See reverse side for important information.*

# RESUME

## **JAMES C. NICHOLAS**

**OFFICE** 126 SW 165<sup>th</sup> Street  
Newberry, Florida 32669  
(352) 472 4045  
FAX (352) 472 4045  
E-Mail jcnicholas@msn.com

**POSITION** Emeritus Professor of Urban & Regional Planning and Affiliate Professor Emeritus of Law, University of Florida, Gainesville, Florida, 2006 to present. Associate Director, Environmental and Land Use Law Program, College of Law, 1999 to present.

**PREVIOUS POSITIONS** Professor of Urban & Regional Planning and Affiliate Professor of Law, University of Florida, Gainesville, Florida, 1985 to 2006. Associate Director, Environmental and Land Use Law Program, College of Law, 1999 to 2006.

1969 - 1985, Professor of Economics, Florida Atlantic University, Boca Raton, Florida, and Associate and Acting Director, Joint Center for Environmental and Urban Problems of Florida Atlantic and Florida International Universities.

1985 - 1992, Co-Director of Growth Management Studies, College of Law, University of Florida.

### I. PERSONAL

Birth: July 24, 1941  
Los Angeles, California

### II. EDUCATION

Ph.D.: 1970, University of Illinois,  
Major in Economics

M.A.: 1967, University of Miami,  
Major in Economics

B.B.A.: 1965, University of Miami,  
Major in Business Administration

### III. RESEARCH AND PUBLICATIONS

#### ***Books***

1. *A Practitioner's Guide to Development Impact Fees*, Chicago: American Planning Association, 1991, with A. Nelson and J. Juergensmeyer.
2. *The Changing Structure of Infrastructure Finance*, Cambridge, Mass.: The Lincoln Institute of Land Policy, 1985. Editor.
3. *State Regulation and Housing Prices*, New Brunswick, NJ: Rutgers University, 1982.
4. *The Unnecessary Cost of Automobile Ownership*, Fort Lauderdale, Florida: Joint Center for Environmental and Urban Problems, 1980.

#### ***Monographs***

1. *Impact Fees in Hawaii: Implementing the State Law*, Honolulu: Land Use Research Foundation, 1993. With D. Davidson.
2. *Calculating Proportionate Share Impact Fees Under the Rational Nexus Test*, Chicago: American Planning Association, 1988.
3. *The Use of Florida's Land*, Tallahassee, Florida: State of Florida, Environmental Land Management Study Committee, 1973. Editor.
4. *New Communities: A Tool to Implement a Policy for the Management of Growth*, Tallahassee, Florida: State of Florida, Environmental Land Management Study Committee, 1973. Editor.

#### ***Chapters in Books***

- "Impact Fees Should Not Be Subject to Takings Analysis," in *Taking Sides on Takings Issues: Public and Private Perspectives*, Ed. By Thomas E. Roberts, Chicago: Am. Bar Assn, 2002.
- "Transferable Development Rights and Alternatives After *Sutium*," *Twenty-Eighth Institute of Planning, Zoning and Eminent Domain*, New York: Matthew Bender, 1998. With J. C. Juergensmeyer and B. Leebrick. A reprint of item D. 1.
- "Elementos Econômicos da Gerência do Crescimento," in *Conflicts Jurídicos, Econômicos e Ambientais*, ed. by Paulo Roberto Pereira de Souza and Jon Mills, Maringá, Paraná: University of Maringá Press, 1995.
- "The Evolution of Land Use and Environmental Law in the United States," in Ellen Margrethe Basse, ed., *Miljørettens grundsporgsmål: Bidrag til en nordisk forskeruddannelse*, København: G.E.C Gad, 1994.

- "The Need for an International Forum to Consider Compensation for Environmental Preservation," in Amedeo Postiglione, ed., *Tribunale Internazionale Dell'Ambienta*, Roma: Istituto Poligrafico E Zecca Dello Stato Libreria Dello Stato, 1992.
- "The Use of Road Impact Fees in the United States," in Robert F. Passwell, ed., *Site Impact Traffic Assessment*, Washington, DC: American Society of Civil Engineering, 1992.
- "Paying for Growth: Creative and Innovative Solutions," in Jay Stein, ed., *Growth Management and Sustainable Development*, Sage, 1992.
- "The Provision of Infrastructure," in D. Coffee and J. Wade, eds., *Local Government in the 1990's*, Gainesville: Center for Governmental Responsibility, University of Florida, 1990.
- "The Costs of Growth: A Public vs. Private Sector Conflict or a Public/Private Responsibility," in D. Brower, D. Godschalk & D. Porter, eds., *Understanding Growth Management: Critical Issues and A Research Agenda*, Washington: Urban Land Institute, 1989.
- "Appropriate Methods for Establishing Impact Fees," with A. C. Nelson, in *Development Impact Fees*, A.C. Nelson, ed., Chicago: American Planning Association, 1988.
- "A Model State Impact Fee Enabling Act," with J. Juergensmeyer, in *Development Impact Fees*, A.C. Nelson, ed., Chicago: American Planning Association, 1988. Reprinted as "Modelo de Projeto de Lei Para Criação das Taxas de Impacto," in *Conflicts Jurídicos, Econômicos e Ambientais*, ed. by Paulo Roberto Pereira de Souza and Jon Mills, Maringá, Paraná: University of Meringá Press, 1995
- "A Standard Development Impact Fee Enabling Statute," with J. Bachrach, J. Juergensmeyer, A. Nelson, T. Ramis and E. Strauss, in *Development Impact Fees*, A.C. Nelson, ed., Chicago: American Planning Association, 1988.
- "Calculating Proportionate Share Impact Fees," in R. Alterman, ed., *The Private Finance of Public Services*, New York: New York University Press, 1988.
- "Impact Fees: A Fiscal Technique for Managing Growth," in W. deHaven-Smith, ed., *Growth Management Innovations in Florida*, Fort Lauderdale: Florida Atlantic University, 1988.
- "Commentary on Florida's Policy With Respect to its Coast," in C. M. Adams, ed., *The Economics of Coastal Tourism and Research Perspectives for Florida*. Gainesville: Florida Sea Grant College Program, 1988.
- "Capital Improvement Finance and Impact Fees After the Growth Management Act of 1985," in *Perspectives on Florida's Growth Management Act of 1985*, J. DeGrove and J. Juergensmeyer, editors, Cambridge, Mass.: The Lincoln Institute of Land Policy and The Urban Land Institute, 1986.
- "Florida's Experience With Impact Fees," in *The Changing Structure of Infrastructure Finance*, J. C. Nicholas, editor, Cambridge, Mass.: The Lincoln Institute of Land Policy, 1985.
- "Land Availability in Florida," *Land for Housing: Developing a Research Agenda*, in James Hobin, editor, Cambridge, Mass.: The Lincoln Institute of Land Policy, 1985.

"The Role and Scope of Impact Fees," in *Financing Florida State Government*, H. P. Tuckman, editor, Tallahassee: Florida State University, 1979.

(1) Referred Journals

1. "Market Based Approaches to Environmental Preservation: To Environmental Mitigation Fees and Beyond," *Natural Resources Journal*. 2003. With J. Juergensmeyer.
2. "The Ups and Downs of Growth Management in Florida," *Journal of Law and Public Policy*, Vol, 12 No. 2, 2001.
3. "Growth Management and Smart Growth in Florida," *Wake Forest Law Review*, Vol. 35:3, 2000, with Ruth Steiner.
4. "State and Regional Land Use Planning: The Evolving Role of the State," *St. Johns University Law Review*, Vol. 73:4, 1999.
5. "Perspectives Concerning the Use of Environmental Mitigation Fees as Incentives - II," *Environmental Liability*, with J. Juergensmeyer and E. Basse. Volume 7:3, 1999.
6. "Perspectives Concerning the Use of Environmental Mitigation Fees as Incentives - I," *Environmental Liability*, with J. Juergensmeyer and E. Basse. Volume 7:2, 1999.
7. "Transferable Development Rights and Alternatives After *Suitum*," *The Urban Lawyer*, Vol. 30 No. 2, 1998, with J. Juergensmeyer and B. Leebrick.
8. "Positive Influence of Impact-Fees in Urban Planning and Development," *Journal of Urban Planning and Development*, Vol. 118, No. 2, 1993. With A. C. Nelson and J. E. Frank.
9. "New Fangled Impact Fees," *Planning*, Vol. 58:10, 1992, with A. C. Nelson and Lindell Marsh.
10. "Estimating Functional Population for Facility Planning Purposes", *Journal of Urban Planning and Development*, Vol. 118, No.2, 1992. With A. C. Nelson.
11. "On the Progression of Impact Fees," *Journal of the American Planning Association*, Vol. 58, No.4, 1992.
12. "Debt for Nature Swaps: A Modest But Meaningful Response to Two International Crises," *Florida International Law Journal*, Volume V, no. 2, 1990, with J. Juergensmeyer.
13. "Critical Elements of Development Impact Fee Programs," *Journal of Urban Planning and Development*, Vol. 116 No. 1, May 1990, with A. Nelson and J. Juergensmeyer.
14. "Determining The Appropriate Impact Fees Under The Rational Nexus Test," *Journal of the American Planning Association*, Vol. 54:1, 1988, with A. C. Nelson.
15. "Calculating Proportionate Share Impact Fees," *New York Affairs*, Vol. 10, No. 2, 1988.
16. "Impact Exactions: Economic Theory, Practice and Incidence," *Law and Contemporary Problems*, Vol. 50, No.1, 1987.

17. "East-West Trade: A Case Study of Sulphur," *Florida International Law Journal*, Vol. III, No 1, 1987.
18. "The Use of Benefit Fees and Assessments in Financing Transportation Improvements," *AASHTO*, 1987.
19. "Housing Costs and Prices Under Regional Regulation," *Journal of the American Real Estate and Urban Economics Association*, Vol. 9, no. 1, 1982.
20. "Problems of Financing Capital Improvements in a Growing Area," *Engineering Issues*, 1980.
21. "Rent Differentials Among Racial and Ethnic Groups," *Review of Social Economy*, Vol. 36, No. 1, 1978.
22. "Planning as Compensation for Land Use Regulation," *Florida Environmental and Urban Issues*, Vol. V, January 1977.
23. "Areas of Critical Environmental Concern: A Case Study," *Florida Environmental and Urban Issues*, Vol. IV, 1976.
24. "Impact Fees: The Other Side," *Florida Environmental and Urban Issues*, Vol. 3, 1975.
25. "The Economy of the South Florida Coastal Zone," *Florida Environmental and Urban Issues*, Vol. III, 1975.
26. "Industrial Locations: The Special Case of Florida," *Review of Regional Studies*, Vol. 4, 1975.
27. "Population Updates: Growth in South Florida Since 1970," *Florida Environmental and Urban Issues*, Vol. 2, 1974.
28. "Impact Fees in Florida," *Florida Environmental and Urban Issues*, Vol. 2, 1974.
29. "South Florida During the Twentieth Century: Population Projections to 2000," *Florida Environmental and Urban Issues*, Vol. 1, 1973.
30. "An Experiment in Computer Aided Instruction in Regional Economics," *Review of Regional Studies*, vol. 3, 1973.
31. "Controlling Pollution: An Economic View," *Research Reports In Social Science*, Vol. 14, 1972.
32. "Corporate Income Taxation in Florida: An Analysis of It's Effects on Prices and Growth," *Florida Planning and Development*, April 1970 (with M. B. Redman).
33. "Florida's Metropolitan Income: Levels and Trends," *Florida Planning and Development*, March 1970

***Articles in Edited Proceedings***

1. "Florida the Megastate: How Can it Take a Lickin' and Keep on Tickin'," *Journal of the Public Interest Environmental Conference*, Vol. 1, Spring 1997.
2. "Price Effects of Road and Other Impact Fees on Urban Land," *Transportation Research Record*, No. 1305, 1991, with A. C. Nelson, J. H. Lillydahl and J. E. Frank.
3. "The Seasonal Stability of the Urban Base Multiplier," *Proceedings of the American Statistical Association*, Nov. 1976.
4. "Instability of the Urban Base Multiplier," *Proceedings of the American Statistical Association*, September 1974.
5. "The Impact of Inflation on Investment and Labor Productivity," *Proceedings of the American Statistical Association*, Nov. 1972.

## (2) Other Research Activity

### 1. Technical Reports

Over 60 technical reports have been written for various agencies which are noted under relevant professional experience.

### 2. Papers before Professional Associations

Over 100 papers have been presented to Professional Associations. These Associations include:

American Law Institute/American Bar Association  
 American Planning Association  
 American Sociological Association  
 American Society for Public Administration  
 Association for Social Economics  
 Atlantic Economic Society  
 Eastern Economics Association  
 National Conference on Managed Growth  
 Operations Research Society of America  
 Southern Economics Association  
 Southern Regional Science Association  
 Urban Land Institute

### 3. Special Invited Papers

- a. Office of the Governor, Office of State Planning, State of Hawaii, "A Review of Hawaii's Infrastructure Finance With Recommendations," Honolulu, Hawaii, 1992.
- b. United Nations Council on Development, "The Effect of Environmental Regulations on the Construction Industry," Berkeley, California, 1992.
- c. Legislature of the Commonwealth of Massachusetts, "Financing the Needs of a Growing Community," Boston, 1990.



- d. Office of the New Hampshire Governor, "Techniques for Financing Urban Development," Manchester, NH, 1989.
- e. Commonwealth of the Northern Marianas Islands, Office of the Governor, "Fiscal and Environmental Management of Growth," 1989.
- f. World Congress on Land Policy, London, United Kingdom, "Financing Infrastructure in Florida," 1986.
- g. The Florida House Committee on Growth Management, "Fiscal and Economic Dimensions of Growth Management," 1985.
- h. The Florida Bar Association, "Coping with Economic Impact in the Development Review Process," 1982.
- i. National Order of Women Legislators, "Financing Capital Infrastructure: Impact Fees," 1982.
- j. The Florida Senate, Committee on Commerce, "Self Insurance for Worker's Compensation in Florida," 1978.
- k. The Florida Senate, Committee on Commerce, "The Reform of Florida's No-Fault Insurance Law," 1978.
- l. United States Senate, Committee on Interior and Insular Affairs, "The Florida Experience in Land Use Regulation and its Economic Consequences," 1976.
- m. The Florida House of Representatives, Seminar on the Constitutional Problems of Takings, "The Economics of Takings," 1976.
- n. American Law Institute/American Bar Association;
  - (1) "Capital Improvement Financing"
  - (2) "Handling The Controversial Land-Use Case"
- o. American Planning Association:
  - (1) "Florida's Experience with Impact Fees," 1985.
  - (2) "Calculating Impact Fees," 1986, 1988 and 1989.
  - (3) "Impact Fees After Nollan," 1987.
  - (4) "Recent Events in Impact Fee Calculations," 1990.
  - (5) "Impact Fees On Trail," 1991 and 1992.
  - (6) "Environmental Mitigation Fees," 1992.
  - (7) "Environmental Mitigation Fees," 1994.
  - (8) "The Hackensack Meadowlands Development Plan," 1995.
- p. "Calculating Proportionate Share Impact Fees Under The Rational Nexus Test," a series of regional presentations delivered at:
  - (1) Baltimore, Maryland, 1987
  - (2) Atlanta, Georgia, 1987
  - (3) Tulsa, Oklahoma, 1987

- (4) Portsmouth, New Hampshire, 1987
- (5) Augusta, Maine, 1988
- (6) Los Angeles, California, 1988
- (7) Little Rock, Arkansas, 1988
- (8) Milwaukee, Wisconsin, 1988
- (9) Boston, Massachusetts, 1988
- (10) Denver, Colorado, 1988
- (11) San Diego, California, 1989
- (12) New York, New York, 1989
- (13) Boston, Massachusetts, 1989
- (14) Burlington, Vermont, 1989
- (15) Dallas, Texas, 1990
- (16) San Francisco, California, 1990
- (17) London, England, 1990
- (18) Atlanta, Georgia, 1990
- (19) Denver, Colorado, 1990
- (20) Cape Cod, Massachusetts, 1990
- (21) Hilo, Hawaii 1990
- (22) Hilton Head, South Carolina 1991
- (23) Denver, Colorado, 1991
- (24) Seattle, Washington 1991
- (25) Sacramento, California 1991
- (26) Virginia Beach, Virginia 1991
- (27) Orlando, Florida 1992
- (28) San Francisco, California 1992
- (29) London, England, 1992
- (30) Atlanta, Georgia, 1993
- (31) San Francisco, California, 1994
- (32) Orlando, Florida 1994
- (33) San Francisco, California, 1995
- (34) Orlando, Florida 1995
- (35) London, England 1998
- (36) Columbia, South Carolina 1999
- (37) Des Moines, Iowa 2000

#### 4. Grants

As Acting Director/Associate Director of the Joint Center, grantsmanship was a primary responsibility. Over 75 grants totaling over \$4 million were received.

## IV. I. SPECIAL PROFESSIONAL ACTIVITIES

- A. Member, Florida Property Right Commission, 1994-95.
- B. Advisor on Economic Development and Immigration Policy, Office of the Governor, Commonwealth of the Northern Marianas Islands, 1993.

- C. Advisor on Growth Management and Financial Policy, Office of the Governor, State of Hawaii, 1992-93.
- D. Advisor on Growth Management and Environmental Policy, State of Paraná, Brazil, 1992-93.
- E. Technical Advisor on Economic Development, Vovoidship of Olsztyn, Poland, 1992.
- F. Participant and Speaker, "Impact Fees? Can They Work Here?" Special Seminar Sponsored by the Department of Land Economy, University of Cambridge, London, United Kingdom, 1992.
- G. Participant and Speaker, Workshop on Legal and Technical Assistance for Eastern Europe, Sponsored by the Central and Eastern European Legal Initiative, American Bar Association, Krakow, Poland, 1992.
- H. Participant and Speaker, International Symposium on the Establishment of a World Environmental Court, Florence, Italy, 1991.
- I. Participant and Speaker, Special Seminar on Planning Gain or Paying for Growth?, Institute of Advanced Legal Studies, University College - London, London, United Kingdom, 1990.
- J. Participant and Speaker, International Symposium on The Problems of Heavily Polluted Areas, Wroclow, Poland, 1989.
- K. Participant and Speaker, Second International Symposium on Current Legal Issues Impacting East-West Trade, Warsaw, Poland, 1988.
- L. Technical Advisor on Land Policy, Constitutional Commission for the United States of Brazil, Campo Grande, Matto Grosso del Sul, Brazil, 1988.
- M. Participant and Speaker, International Symposium on Current Legal Issues Impacting East-West Trade, Warsaw, Poland, 1986.
- N. Member, American Delegation, Royal Society of Chartered Surveyors Session of Anglo-American Urban Experience, London, United Kingdom, 1983.
- O. Member, American Delegation, International Association of Administrative Sciences, Berlin, West Germany, 1983.
- P. Participant, HUD Task Force on "Development Choices for the 80's," 1981.
- Q. Participant, American Planning Association/Urban Land Institute/HUD Conference on Non-Metropolitan Growth, 1980.
- R. Staff Economist, Florida Tax Reform Commission, 1979-80.
- S. Participant, U.S. Department of Housing and Urban Development, National Task Force on Housing costs, 1979-80.
- T. Executive Director, (Florida) Governor's Task Force on Economic Policy, 1979.
- U. Staff Economist, Florida Environmental Land Management Study Committee, 1974-75.

## V. RELEVANT PROFESSIONAL EXPERIENCE

### A. CONSULTANT TO:

1. Government of the United States;
  - a. U.S. Department of the Interior
  - b. U.S. Environmental Protection Agency
  - c. U.S. Department of Defense, Army Corps of Engineers
2. Republic of El Salvador
3. Commonwealth of the Northern Marianas Islands
4. Commonwealth of Puerto Rico
5. State of Delaware, Department of Transportation
6. State of Hawaii, Office of the Governor, Office of State Planning
7. State of New Hampshire, Office of the Governor
8. State of New Jersey;
  - a. The Pinelands Commission
  - b. Hackensack Meadowlands Development Commission
9. State of Florida;
  - a. The Florida Senate
  - b. Environmental Land Management Study Committee
  - c. Power Plant Siting Committee
  - d. Department of Community Affairs
  - e. Department of Natural Resources
  - f. Department of Environmental Protection
  - g. Department of Professional Regulation
  - h. Florida Regional Agencies;
    - (1) South Florida Regional Planning Council
    - (2) Southwest Florida Regional Planning Council
    - (3) Treasure Coast Regional Planning Council
    - (4) South Florida Water Management District
    - (5) Suwannee River Water Management District
10. Counties of: (selected)
  - Anne Arundel, Maryland
  - Broward, Florida
  - Burlington, New Jersey
  - Charlotte, Florida
  - Clark, Nevada
  - Cobb, Georgia
  - Collier, Florida
  - Dade, Florida
  - DeKalb, Georgia
  - Douglas, Colorado
  - DuPage, Illinois
  - Forsyth, Georgia
  - Hawaii, Hawaii

Hernando, Florida  
Hillsborough, Florida  
Kern, California  
Lake, Florida  
Lee, Florida  
Martin, Florida  
Monroe, Florida  
Montgomery, Pennsylvania  
Palm Beach, Florida  
Pitkin, Colorado  
St. Lucie, Florida  
St. Johns, Florida  
Sarasota, Florida  
Suffolk, New York  
Teton, Wyoming  
Walton, Florida  
Washoe, Nevada

11. Cities of: (selected)
- Albuquerque, New Mexico
  - Alpharetta, Georgia
  - Bakersfield, California
  - Beavercreek, Ohio
  - Boca Raton, Florida
  - Bradenton, Florida
  - Canton, Georgia
  - Chardon, Ohio
  - Destin, Florida
  - Gatlinburg, Tennessee
  - Hialeah, Florida
  - Honolulu, Hawaii
  - Key West, Florida
  - Miami Beach, Florida
  - Orlando, Florida
  - Palm Beach, Florida
  - Portland, Maine
  - Reno, Nevada
  - Sanibel, Florida
  - Scottsdale, Arizona
  - Southampton, New York
  - Virginia Beach, Virginia
  - West Palm Beach, Florida

12. Private Corporations: (selected)
- The Arvida Corporation
  - Bramalea Limited
  - Boca Del Mar/Texaco, Inc.
  - Deltona Corporation
  - Flag Development Company
  - Florida Home Builders Association
  - Florida Power and Light Corporation

Florida Power Corporation  
Freeport-MacMoran, Inc.  
General Development Corporation  
Prudential Insurance Company  
Texas Instruments, Inc.  
The Foundation Land Company  
Tishman-Spyre Properties  
U.S. Home Corporation  
Westinghouse Communities, Inc.

**B. Expert Testimony:**

United States District Courts  
United States Bankruptcy Court  
United States Courts of Claim  
Judicial Courts of Florida  
Judicial Courts of New Jersey  
Judicial Courts of Illinois  
Judicial Courts of Iowa  
Judicial Courts of Ohio  
Numerous Administrative Boards - Federal, State and Local

**VI. PUBLIC SERVICE**

- A. Member, Florida Property Rights Commission, 1994-1995.
- B. Member, Florida Land Use Data System Advisory Council, Florida Department of Community Affairs, 1984-85.
- C. Assistant Director, Southeastern American Assembly on the Town and the Farm, 1980.
- D. Member of the Board, Broward-Palm Beach Economics Forum, 1980-1985. President, 1982-83.
- E. Member, Economics Advisory Committee, Florida Department of Environmental Regulation, 1978-1982.
- F. Member, Palm Beach County (Florida) Charter Advisory Commission, 1978-79.
- G. Member, Economics Advisory Panel, State of Florida, State Comprehensive Plan Committee, 1985-87.
- H. Member, Technical Advisory Committee, South Florida Regional Planning Council, 1972-74.
- I. Member and Vice-Chairman, Economic Advisory Committee, South Florida Regional Planning Council, 1972-74.

- J. Reporter, Member of the Drafting Committee and Participant, "Florida 2000: Governor's Conference Growth and the Environment," October 1973.
- K. Member, Palm Beach County (Florida) Land Use Advisory Board, 1971-77. Chairman, 1971-1973.

## VII. MEMBERSHIPS AND AWARDS

### *A. Professional:*

- 1. American Planning Association
- 2. North American Society of Environmental Law,  
Vice President
- 3. Urban Land Institute;  
Member of the Industrial Development Council, 1979-85  
Member of the Recreation Development Council, 1985-90  
Member of the National Policy Council, 1990-92.
- 4. American Bar Association, Educational Affiliate

### *B. Honorary:*

- 1. Omicron Delta Epsilon, Economics Honor Society
- 2. Pi Mu Epsilon, Mathematics Honor Society
- 3. Faculty Associate, Lincoln Institute of Land Policy, Cambridge,  
Massachusetts.

### *C. Awards:*

- 1. Professional Excellence Award, University of Florida, 1997.
- 2. Professional Excellence Award, University of Florida, 2001.

TAB 4



**RESOLUTION NO. 08-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA CREATING THE ART IN PUBLIC PLACES ADVISORY BOARD FOR THE PRIMARY PURPOSE OF REVIEWING AND MAKE RECOMMENDATIONS TO THE TOWN COUNCIL AS TO ITEMS THAT MAY BE ACQUIRED WITH REGARD TO THE ART IN PUBLIC PLACES PROGRAM; APPOINTING A COUNCIL LIAISON AND PROVIDING FOR THE SELECTION OF BOARD MEMBERS; DESCRIBING THE COMPOSITION OF THE BOARD; SETTING FORTH RECOMMENDATIONS FOR QUALIFICATIONS OF THE BOARD; DESCRIBING THE DUTIES OF THE BOARD; PROVIDING FOR AUTOMATIC DISSOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") desires to have a Art in Public Places Board comprised of Florida residents with relevant knowledge and experience to primarily review and make recommendations to the Town Council with regard to items that may be acquired under the Art in Public Places program; and

**WHEREAS**, this Board would be known as the Art in Public Places Advisory Board (the "Board"); and

**WHEREAS**, Council member \_\_\_\_\_ has volunteered to serve as the Town Council liaison to the Board due to his or her particular interest in the creation of an Art in Public Places program that encourages pride in the community and enhances the quality of life in the community.

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

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

**Section 2.** **Art in Public Places Advisory Board Created.** That the Town Council hereby creates a citizen board, to be known as the Art in Public Places Advisory Board (the "Board") primarily to review and make recommendations to the Town Council with regard to items that may be acquired under the Art in Public Places program. Council member \_\_\_\_\_ is hereby appointed Council liaison to the Board and shall report to the Council as to the Board's activities on a regular basis. The Council liaison shall not be considered a member of the Board.

**Section 3.** **Composition of Board.** That the Board shall consist initially of five (5) residents of the State of Florida who shall be chosen by the Council with each Council member selecting one Board member from a list of persons who volunteer by advising the Town Manager

of their interest in serving on said Board. The members shall serve until the Board's work is deemed complete and the Board automatically dissolves pursuant to section 6 below. If any member of the Board shall find that his or her private or personal interests are involved in the matter coming before the committee, he or she shall disqualify his or herself from all participation in that matter. No member of the Board shall have his or her work of art considered or approved by the Board during his or her term of service on the Board or for one (1) year thereafter.

**Section 4. Qualification Recommendations for Board Members.** Each Board member must be knowledgeable in one of the identified fields of fine art; be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of art work; be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design; or possess a minimum of a bachelor's degree in said field from an accredited university. To ensure a balanced and diverse advisory Board, it is recommended that two of the Board members be architects (landscape architect, architect, architectural historian, or urban planner); two be skilled in fine art (fine art history, art dealer, art gallery, artists' representative, museum curator, etc.); and one be an interior designer or professor of art or art history.

**Section 5. Specific Duties of the Board.** The Board shall review and propose art work items to be acquired under the Town's Art in Public Places Program. The Board shall issue a recommendation to the Town Council for all art work program acquisitions. The Board shall oversee the public education, and curatorial aspects of the program. The Planning and Zoning Director or his/her designee shall be the liaison to the Board, shall prepare a budget for staff and other expenditures necessary to operate the program, and shall deliver an annual report to the Town Council. The Board shall screen submissions and will recommend to the Town Council for final authorization for each acquisition not more than three (3) possible selections, which may be existing works of art or new commissions.

Should the program fund grow to over a \$1,000,000, the Board may prepare a master art plan to ensure a coherent acquisition program and implementation guidelines, both of which must be presented to the Town Council for final approval. The Town Council, with the assistance of the Board, may adopt and publish a master art plan and written uniform guidelines to govern the manner and method of the submission of proposed works of art to the Board, the process by which the Board shall make recommendations to the Town Council, and the process by which the Town Council shall approve acquisition.

**Section 6. Dissolution of the Board.** That the Board shall be dissolved within 365 days from the effective date of this Resolution.

**Section 7. Effective Date.** That this Resolution shall become effective immediately upon its 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



**Office of the Town Manager**

Steven J. Alexander  
*Town Manager*

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**MEMORANDUM**

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 19, 2008

Re: A Resolution approving the State of Florida Financial Assistance Agreement for Stormwater Improvements – Saga Bay Sub-Basin

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**REQUEST**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR STORMWATER IMPROVEMENTS (LP8912) AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS**

During the 2008 State Legislative Session, Town Staff submitted a Community Budget Issue Request (CBIR), for Stormwater Improvements. The Stormwater Project was identified as a “high” priority, as per the Town’s adopted Stormwater Master Plan. The total cost of the project is \$500,000 which is located within the Saga Bay Community. In order for the Town’s CBIR request to rank high, the proposal included a \$250,000 Town matching funds. The Town’s matching funds are budgeted within the Stormwater Utility fund. The remaining \$250,000 will be funded by the State of Florida – Department of Environmental Protection, Fiscal Year 2008-09 General Appropriation Act.

**RECOMMENDATION**

It is recommended that the Town Council approve the attached Resolution authorizing the Town Manager to execute the State Financial Assistance Agreement.

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR STORMWATER IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) has submitted a legislative funding request application through the Miami-Dade County Legislative Delegation in the amount of \$250,000 for Stormwater Improvements; and

**WHEREAS**, the Department of Environmental Protection (DEP) has notified the Town that it has been awarded a grant to be funded by the Florida Legislature during the State’s 2008-2009 fiscal year; and

**WHEREAS**, the Town will receive funding in the amount of \$250,000 for Stormwater Improvements within the Saga Bay 1.3 Sub-Basin; and

**WHEREAS**, the Town and DEP desire to enter into an agreement awarding stormwater improvement funds to the Town upon the terms of the state financial assistance agreement which is attached hereto and made part hereof.

**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. Financial Assistance Agreement Approved.** The “State Financial Assistance Agreement” relating to the award of a state stormwater improvement grant to the Town in substantially the form attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Manager Authorized.** The Town Manager is authorized to execute the “State Financial Assistance Agreement” in substantially the form attached hereto as Exhibit “A,” on behalf of the Town.

**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 \_\_\_\_\_

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR STORMWATER IMPROVEMENTS (LP8912) AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") has submitted a legislative funding request application through the Miami-Dade County Legislative Delegation in the amount of \$250,000 for Stormwater Improvements; and

**WHEREAS**, the Department of Environmental Protection (DEP) has notified the Town that it has been awarded a grant to be funded by the Florida Legislature during the State's 2008-2009 fiscal year; and

**WHEREAS**, the Town will receive funding in the amount of \$250,000 for Stormwater Improvements within the Saga Bay 1.3 Sub-Basin.

**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. Agreement Approved.** The FDEP Project Agreement for Project Number LP8912 for Stormwater Improvements attached hereto as Exhibit "A," is hereby approved.

**Section 3. Town Manager Authorized.** The Town Manager is authorized to execute the Legislative Project Grant Agreement (LP8912) on behalf of the Town.

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



PASSED and ADOPTED this \_\_\_\_\_ day of June 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

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 \_\_\_\_\_



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

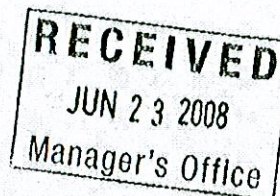
Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

June 20, 2008

Mr. Steven J. Alexander, Town Manager  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite #105  
Cutler Bay, Florida 33189



Re: LP8912 - Town of Cutler Bay  
Cutler Bay Stormwater Improvements

Dear Mr. Alexander:

We are pleased to inform you that the Fiscal Year 2008-2009 General Appropriations Act provides funding for your stormwater project in the amount of \$250,000. Matching funds of \$250,000 are required for this grant. We will prepare the grant agreement to award funds as soon as the Grant Work Plan Form (Attachment A) and the Agreement Information Form are received.

These forms are located on our Website at <http://www.dep.state.fl.us/water/wff/index.htm> under 2008-2009 Legislative Project Information. They provide necessary information for us to include in the agreement. Please provide sufficient detail defining the project in the Attachment A. An email address is listed below if you wish to electronically submit the forms. After the agreement is signed, changes to the scope of work, budget, or completion date will have to be approved by an amendment. Please be as accurate as possible with cost estimates and allow ample time for project completion. This will preclude having to amend the agreement later to extend the deadline.

Unless additional information is needed, the agreement and attachments will be mailed to you for your signature. After signing the copies, return them for our signature and execution. We will then return an executed copy to you. The executed agreement will encumber the funds, which are to be used within the timeframe established by the agreement. Funds should not be expended before the agreement is executed. Disbursement of funds will be provided on a cost reimbursement basis, following submittal of a disbursement request form, contractor or vendor invoices less the match requirement, if any, proof of payment and a Progress Report.

We congratulate you on receiving an appropriation and look forward to assisting you in your efforts to provide positive stewardship of Florida's water resources. If you have any questions please contact Tommy Williams at (850)245-8364 or via email at [thomas.e.williams@dep.state.fl.us](mailto:thomas.e.williams@dep.state.fl.us).

Sincerely,

Robert E. Holmden, P.E., Chief  
Bureau of Water Facilities Funding

RH/tw

Project Tracking #: \_\_\_\_\_ **2008 Community Budget Issue Request**

1. Project Title: Cutler Bay Stormwater Improvements Date: \_\_\_\_\_
2. Member Sponsor(s) Name: Rep. Julio Robaina District No.(s): \_\_\_\_\_
3. What statewide interest does this project address as it relates to Chapter 216.052(1)? Stormwater Improvement Project will reduce pollutants discharged to Biscayne Bay, which has been identified as a "Priority" surface water body.
4. Requester:  
Name: Paul Vrooman, Mayor Organization: Town of Cutler Bay
5. Recipient:  
Name: Town of Cutler Bay Street: 10720 Caribbean Blvd., Suite #105  
City: Cutler Bay Zip Code: 33189  
Counties: Miami-Dade Gov't Entity  or Private Organization (Profit/Not for Profit)
6. Contact:  
Name: Steven J. Alexander, Town Manager Phone #: (305) 234-4262 e-mail: ssalexander@cutlerbay-fl.gov
7. Project Description: (Include services to be provided) Capital Improvement Project identified in the Town's Stormwater Master Plan that eliminates pollutants discharge to Biscayne Bay, which is identified as a "Priority" surface water body.
8. Is this project related to a federal or state declared disaster? Yes  No
- 8a. If yes, which declared disaster? \_\_\_\_\_
- 8b. If yes, what year?: \_\_\_\_\_
9. Measurable Outcome Anticipated: Reduce Stormwater Pollutants from entering Biscayne Bay- "Priority" surface water body
10. Amount you are requesting from the State for this project this year? Amount Requested:
11. Total cost of project this year:
12. Is this request being made to fund (check all that apply): Operations  Construction
13. What type of match exists for this request? Local  Private  Federal  None
- 13a. Enter all amounts that apply: Total Cash Amount  Total In Kind Amount
14. Was this project previously funded by the State? Yes  No
- 14a. If yes, most recent Fiscal Year \_\_\_\_\_ (eg. 2002-2003) Amount:
15. Is future-year funding likely to be requested? Yes  No
- 15a. If yes, how much?
- 15b. Purpose for future year funding: Recurring Operations  Non-Recurring Construction  Other \_\_\_\_\_
16. Will this be an annual request? Yes  No
17. Was this project included in an Agency Budget Request? Yes  No
- 17a. If yes, name the Agency: \_\_\_\_\_
18. Was this project included in the Governor's Recommended Budget? Yes  No  Unknown
19. Is there documented need for this project? Yes  No
- 19a. If yes, what is the documentation? (eg: LRPP, Agency Needs Assessment, etc.) Town's Stormwater Master Plan
20. Was this project request heard before a publicly-noticed meeting of a body of elected officials (municipal, county, or state)? Yes  No
- 20a. If yes, name the Body: Town of Cutler Bay's Town Council
21. Is this a water project under s. 403.885, F.S.? Yes  No

(See [http://www.dep.state.fl.us/water/waterproject\(funding/2007/wpl\\_2007\\_main.htm](http://www.dep.state.fl.us/water/waterproject(funding/2007/wpl_2007_main.htm)) for more information including historical funding)

If Yes, please complete Page 2

**IMPORTANT: ATTACH APPROPRIATE SUPPORTING DOCUMENTATION FOR THIS CBIRS REQUEST**

Project Tracking #: \_\_\_\_\_

## 2008 Community Budget Issue Request

21a. Is the project eligible under section 403.885(2), F. S., to protect public health or the environment; and implement plans developed pursuant to the Surface Water Improvement and Management Act created in part IV of Chapter 373, F.S., other water restoration plans required by law, management plans prepared pursuant to s. 403.067, F.S., or other plans adopted by local government for water quality improvement and water restoration? Yes  No

22. Is your project addressed in a state, regional or local plan (such as a SWIM Plan, Comprehensive Plan, Local Master Plan, etc.)?

Yes  No

22a. If yes, name the plan and cite the pages on which the project is described Town's Stormwater Management Plan

23. Are you requesting funding for a stormwater, surface water restoration, or other water management project? Yes  No

If yes, answer the following:

23a. In which Water Management Districts area is your project located? South Florida Water Management District

23b. Have you provided at least a 50% match (that is, one-half the total project cost identified in this request)? Yes  No

23c. If yes, identify the amount and source of any match being provided: Amount \$ 250,000 Source: Town's Operating Budget

23d. Will this project reduce pollutant loadings to a water management district designated "priority" surface water body? Yes  No

(See [www.dep.state.fl.us/water/waterproject/funding/WMD/prioritywaters.htm](http://www.dep.state.fl.us/water/waterproject/funding/WMD/prioritywaters.htm) for list of priority water bodies.)

23e. If yes, name the water body: Biscayne Bay- a "Priority" surface water body

23f. If yes, describe, specifically, how it will reduce loadings, identify anticipated load reductions for total suspended solids, total nitrogen, total phosphorus, and other contaminants, and specify the practices that will be used to reduce loadings: 7.8 kg/yr Total Phosphorous, 59.5 kg/yr Total

Nitrogen, and 722 kg/yr Total Suspended Solids

23g. Is the project under construction? Yes  No

24. Are you requesting funding for a wastewater project? Yes  No

If yes, answer the following:

24a. Does your project qualify for funding from DEP's "Small Community Wastewater Treatment Grant Program" under section 403.1838, F.S.?

Yes  No  (See [www.dep.state.fl.us/water/wfl/cw.srf/smalewgp.htm](http://www.dep.state.fl.us/water/wfl/cw.srf/smalewgp.htm) for information)

24b. If yes, have you received or applied for funding? Yes  No

24c. If yes, provide the DEP Disadvantaged Small Community Grant project number \_\_\_\_\_

24d. Have you received or applied for funding for this project from DEP's State Revolving Fund (SRF) program under section 403.1835, F.S.?

Yes  No  (See [www.dep.state.fl.us/water/wfl/cw.srf/index.htm](http://www.dep.state.fl.us/water/wfl/cw.srf/index.htm) for information)

24e. If yes, provide the DEP SRF project number \_\_\_\_\_

24f. Is the project under construction? Yes  No

24g. Have you provided at least a 25% match (that is, one-quarter the total project cost identified in this request)? Yes  No

24h. If yes, identify the amount and source of the match: Amount \_\_\_\_\_ Source: \_\_\_\_\_

25. Are you requesting funding for a drinking water project? Yes  No

If yes, answer the following:

25a. Have you received or applied for funding for this project from DEP's State Revolving Fund (SRF) program under section 403.8532, F.S.?

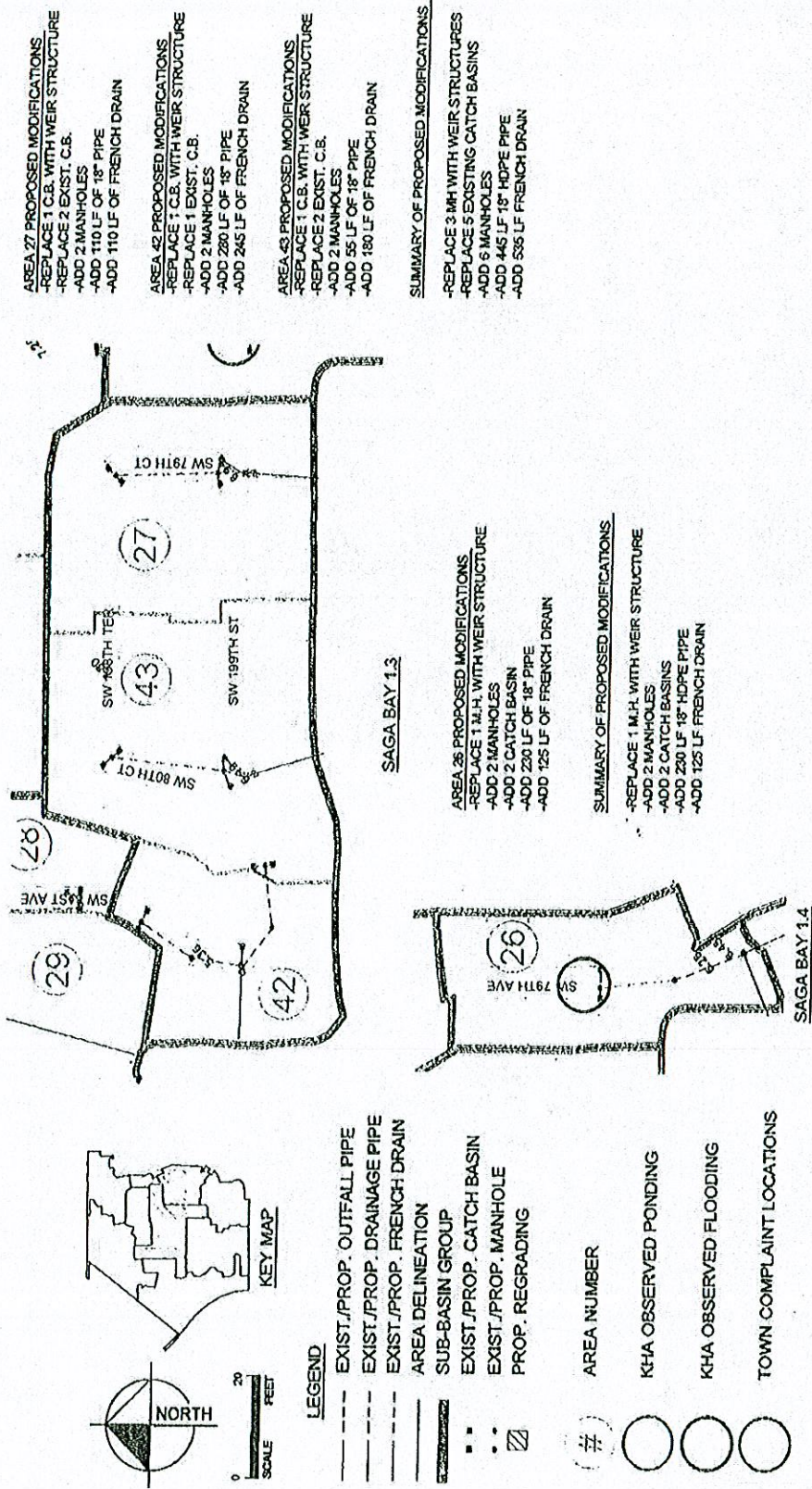
Yes  No  (See [www.dep.state.fl.us/water/wfl/dwsrf/index.htm](http://www.dep.state.fl.us/water/wfl/dwsrf/index.htm) for information)

25b. If yes, provide the DEP SRF project number \_\_\_\_\_

25c. Is the project under construction? Yes  No

25d. Have you provided a match? Yes  No

25e. If yes, identify the amount and source of the match: Amount \$ \_\_\_\_\_ Source: \_\_\_\_\_



**TOWN OF CUTLER BAY  
STORMWATER MASTER PLAN**

**SAGA BAY 1.3  
SUB-BASIN**

**FIGURE 17**



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

October 8, 2008

Mr. Rafael G. Casals, Public Works Director  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Re: LP8912 – Town of Cutler Bay  
Cutler Bay Stormwater Improvements

Dear Mr. Casals:

Enclosed are two original copies of the proposed Legislative Project grant agreement for the Town's stormwater improvement project.

Please have the Town Manager sign on page 6 of the enclosed two copies. Return both copies to us at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the agreements and mail a fully executed original to the Town.

If you have any questions about the agreement, please call Susan Taylor at 850/245-8358.

Sincerely,

A handwritten signature in blue ink that reads "Robert E. Holmden".

Robert E. Holmden, P.E., Chief  
Bureau of Water Facilities Funding

RH/st

Enclosures

cc: Steven J. Alexander – Town of Cutler Bay

STATE FINANCIAL ASSISTANCE AGREEMENT  
TOWN OF CUTLER BAY  
DEP AGREEMENT NO. LP8912

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1772C OF THE 2008 - 2009 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the TOWN OF CUTLER BAY, whose address is 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida, 33189 (hereinafter referred to as "Grantee" or "Recipient"), a local government under the laws of the State of Florida, to provide funds for the Cutler Bay Stormwater Improvements project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
2. This Agreement shall begin upon execution by both parties and shall remain in effect until August 31, 2010. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2008. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$250,000 toward the total project cost estimate of \$500,000. The parties hereto agree that the Grantee is responsible for providing a minimum match of \$250,000 toward the project described in **Attachment A**. Prior written approval from the Department's Grant Manager shall be required for changes between budget categories of up to 10% of the total budget. The Department's Grant Manager will transmit a copy of the written approval and revised budget to the Department's Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Disbursement Request Package (provided as **Attachment B**). In addition to the Disbursement Request Package, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel limits established in Section 112.061, Florida Statutes. The Disbursement Request Package must include:
    - (1) A completed Disbursement Request Form signed by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. If payment is based on an authorized advance for incurred costs, invoices reflecting such costs must be included. After

receipt of advance funds the Grantee shall provide proof of payment to the Department within thirty (30) days of receipt of the advance funds. If payment is based on reimbursement, proof of payment of the invoices is required.

- (2) A certification signed by the Grantee's Grant Manager as to the current estimated cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Grantee is required to make such payments.
  - (3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.
  - (4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- D. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
  5. Progress Reports (**Attachment C**) shall be submitted describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Progress reports shall be submitted along with the Disbursement Request Package, described in paragraph 3.B. If advance payment is authorized, the Grantee shall report (and document as required under paragraph 3 above and on **Attachment E**) the amount of funds expended during the reporting period, the Agreement expenditures to date, interest earned during the quarter and clearly indicate the method for repayment of the interest to the Department (see paragraph 16). It is understood and agreed by the parties that the term "reporting period" reflects the period of time for which the invoices submitted in the Disbursement Request Package are covered. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
  6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
  7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department



shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. A. The Grantee shall comply with the applicable provisions contained in **Attachment D** (Special Audit Requirements), attached hereto and made a part hereof. **Exhibit I to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit I** must be provided to the Grantee for each amendment, which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit I**, the Grantee shall notify the Department's Grant Manager identified in this Agreement to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment D, Exhibit I when making its determination. For federal financial assistance, the Grantee shall use the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director, or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager. The Grantee shall submit a copy of the subcontract upon the request of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
11. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes

compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

**Tommy Williams**  
**Bureau of Water Facilities Funding**  
**Florida Department of Environmental Protection**  
**2600 Blair Stone Road, MS 3505**  
**Tallahassee, Florida 32399-2400**  
Phone: 850-245-8358  
Fax: 850-245-8411  
Email: thomas.e.williams@dep.state.fl.us

15. The Grantee's Grant Manager for this Agreement is identified below.

**Rafael G. Casals, Public Works Director**  
**Town of Cutler Bay**  
**10720 Caribbean Boulevard, Suite 105**  
**Cutler Bay, Florida 33189**  
Phone: 305-234-4262  
Fax: 305-234-4251  
Email: rcasals@cutlerbay-fl.gov

16. In accordance with Section 216.181(16)(b), Florida Statutes, the Department, upon written request from the Grantee and written approval from the State's Chief Financial Officer, if applicable, may provide an advance to the Grantee. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter, or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Grantee shall be responsible for submitting the information requested in the Interest Earned Memorandum (**Attachment E**) and the Advance Payment Justification Form (**Attachment F**) to the Department's Grant Manager quarterly. This information shall be requested by the Grant Manager and submitted by the Grantee on a quarterly basis in conjunction with the invoice/reporting requirements established in paragraphs 3 and 5.

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees

engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

18. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
19. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
20. The purchase of non expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Agreement.
21. The Department may at any time, by written order designated to be a change order, make any change in the Project Work Plan within the general scope of this Agreement (e.g., specifications, task timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.
22.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
23. Land acquisition is not authorized under the terms of this Agreement.
24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF CUTLER BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Town Manager\*

By: \_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Tommy Williams, DEP Grant Manager

FEID No.: \_\_\_\_\_

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

| Specify Type      | Letter/ Number | Description (include number of pages)                        |
|-------------------|----------------|--|
| <u>Attachment</u> | <u>A</u>       | <u>Project Work Plan (9 Pages)</u>                           |
| <u>Attachment</u> | <u>B</u>       | <u>Disbursement Request Package (3 Pages)</u>                |
| <u>Attachment</u> | <u>C</u>       | <u>Progress Report Form (2 Pages)</u>                        |
| <u>Attachment</u> | <u>D</u>       | <u>Special Audit Requirements (5 Pages)</u>                  |
| <u>Attachment</u> | <u>E</u>       | <u>Advance Payment – Interest Earned Memorandum (1 Page)</u> |
| <u>Attachment</u> | <u>F</u>       | <u>Advance Payment Justification Form (3 Pages)</u>          |



**TOWN OF CUTLER BAY  
STORMWATER IMPROVEMENTS  
SAGA BAY  
SECTION 1.3 SUB-BASIN  
LP8912**

**Project Title:**

Town of Cutler Bay Stormwater Improvements: Saga Bay 1.3 Sub-Basin

**Project Location:**

The Project Area consists of the contributing drainage area associated with the following roadways: SW 81 Street, SW 80<sup>th</sup> Court and SW 79<sup>th</sup> Court from SW 198<sup>th</sup> Terrace to SW 199<sup>th</sup> Street, SW 199<sup>th</sup> Street from SW 81<sup>st</sup> Street to SW 79<sup>th</sup> Court, and SW 198<sup>th</sup> Terrace from SW 80<sup>th</sup> Court to SW 79<sup>th</sup> Court. Saga Bay Section 1.3 is located north of SW 200<sup>th</sup> Terrace, south of SW 198<sup>th</sup> Street, east of SW 82<sup>nd</sup> Avenue and west of SW 79<sup>th</sup> Avenue and is part of the DA-4-4 Basin.

**Project Background:**

The Saga Bay Section 1.3 sub-basin consists of approximately 14.2 acres of existing detached single family development with approximately 2,450 linear feet of roadway. The drainage system consists of catch basins with pipe connections to outfalls into the Saga Bay Lake. Roadside swales also provide some water quality pretreatment and storage of roadway run-off

Miami-Dade County has received complaints regarding drainage conditions within the sub-basin. The sub-basin area was modeled together with the other sub-basins within the Saga Bay area of the Town based on data collected as part of the stormwater master plan process.

Based on available GIS and as-built information, the elevation of existing roads ranges from a low of approximately 5.3 feet to a high of approximately 7.8 feet NGVD. It was assumed that building finish elevations are 1.5 feet above crown of road elevations. Pervious area elevations were assumed to range from 0.5 feet below the minimum roadway elevation in the roadside swales to 0.5 feet below the finish floor elevations.

**Project Objectives:**

*(Saga Bay Section 1.3 Sub-basin – Pollutant Loading Analysis)*

| Pollutant                    | Existing Load<br>(kg/yr) | Reduction<br>(kg/yr) | Proposed Load<br>(kg/yr) | Percentage<br>Reduction |
|------------------------------|--------------------------|----------------------|--------------------------|-------------------------|
| Total Phosphorous (TP)       | 8.44                     | 7.82                 | 0.62                     | 92.7%                   |
| Total Nitrogen (TN)          | 66.50                    | 59.52                | 6.98                     | 89.5%                   |
| Total Suspended Solids (TSS) | 797.18                   | 721.85               | 75.33                    | 90.6%                   |

**Project Description**

**Town of Cutler Bay  
Stormwater Improvements Saga Bay Section 1.3 Sub-Basin  
(\$250,000 LP8912 Grant Funds)**

**Proposed Capital Improvements:** Install the additional infrastructure depicted in *Figure 17* (Exhibit 1). Existing catch basins will be modified or reconstructed as required to provide sediment traps (sumps) and pollution retardant baffles to protect the French drains and weir structures should be installed prior to each outfall to restrict the discharge of pollutants to the lake. In addition, additional French drain, catch basins, and manholes are proposed to provide water quality and water quantity treatment. Finally, concrete aprons will be installed around each of the catch basins to ensure that the runoff flow is not impeded by landscaping around the catch basins.

**Phase 1 – Project Initiation, Coordination and Schematic Design**

As part of this phase, the Town will obtain, review, and analyze survey and soil testing for the Project Area. The survey, soil testing results and information collected during site visits will be utilized to develop a schematic drainage design plan. The schematic design plan will be represented on one (1) plan sheet identifying proposed drainage improvements and existing conditions.

Additionally, as part of this phase, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the Town. This information will be incorporated into the Design Development Plans upon receipt from the utility companies

As part of this phase, Town Staff shall attend two (2) meetings with Consultants. Phase 1 will be completed within 12 weeks of authorization to proceed.

### Phase 2 – Design Development Plans

Utilizing the survey, soil testing results and schematic plan developed in Phase 1, the Town will prepare Design Development Plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the schematic design plan, Miami-Dade County Public Works Manual, and Florida Department of Transportation (the “FDOT”) Standard Indexes where applicable.

The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.
3. Plan and Profile Sheets (in a 22” x 34” format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Phase 2 will be completed within 12 weeks of receiving schematic design plan approval.

### Phase 3 – Drainage Design and Permitting

#### **Coordination meetings with other governmental agencies**

Town staff and consultants will attend coordination meetings each with representatives of the Miami Dade County Department of Environmental Resources Management (“DERM”) and the Miami-Dade County Department of Public Works (“Miami-Dade Public Works”) during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

#### **Hydraulic Analysis**

The hydraulic analysis will be completed for the Project Area based upon the geotechnical and survey information obtained in Phase 1. During the analysis, the volume of stormwater runoff will be calculated from the design storm and the capacity of the existing stormwater collection system will be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the upgraded stormwater system.

## Permitting

Town staff and consultants shall prepare and submit permit applications to DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public works) will be prepared within the Final Construction Plans.

The permit applications will be submitted within 14 weeks of receiving schematic design plans.

### Phase 4 – Final Construction Plans and Contract Documents

Upon receipt of the comments from DERM and Miami-Dade Public Works, the design plans will be upgraded to construction plans incorporating the permitting agency comments.

The final construction document set will include the following:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Resurfacing Maps – Identifying the limits of the roadways that will be resurfaced as part of this project.
3. Plan and Profile Sheets (in a 22" x 34" format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County details.
5. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County details.
6. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

#### Plan set summary of estimated sheets:

|   |          |
|---|----------|
| Key Sheet   | 1        |
| Resurfacing Maps                                    | 2        |
| Plan and Profile Sheets                             | 7        |
| Miscellaneous Construction Details                  | 2        |
| Miscellaneous Drainage Details                      | 2        |
| <u>Typical Signing and Pavement Marking Details</u> | <u>2</u> |
| Total Number of Sheets                              | 16       |

This task will be completed within 10 weeks of receiving DERM and Miami-Dade Public Works permit approval.



## Contract Documents

The Engineers Joint Contract Documents Committee (“EJCDC”) standard contract documents will be utilized for this project. It is intended that the FDOT Technical Specifications be used for this project. Supplemental Technical Specifications will be prepared by the Town to address construction elements not addressed in the FDOT Standard Technical Specifications, or elements that are included, but require modifications to make them project specific.

### Phase 5 – Contractor Selection

The Town will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

### Phase 6 – Construction

The Town will construct the improvements described in the Final Construction Plans and Contract Documents utilizing the services of the contractor selected in Phase 5. Upon completion of construction, the permits obtained in Phase 6 will be closed out.

## Project Milestones/Deliverables/Outputs:

### Deliverables & Schedule

The following deliverables are associated with each phase of the project scope above.

| Phase Number – Deliverables                    | Months from Agreement Execution |
|--|---------------------------------|
| Phase 1 – Survey, Soils Report, Schematic Plan | 3 Months                        |
| Phase 2 – Design Development Plans             | 5 Months                        |
| Phase 3 – Permits                              | 8 Months                        |
| Phase 4 – Final Construction Plans             | 9 months                        |
| Phase 5 – Executed Construction Contract       | 10 months                       |
| Phase 6 – Permit Close-out Documentation       | 22 months                       |

**PROJECT MILESTONES**

Timeline:

|  |                 |
|--|-----------------|
| State Appropriation (LP8912)                 | 2008 Session    |
| Survey, Soils Report, Schematic Plan         | January 1, 2009 |
| Design Development Plans                     | March 1, 2009   |
| Permits                                      | June 1, 2009    |
| Final Construction Plans                     | July 1, 2009    |
| Executed Construction Plans                  | August 1, 2009  |
| Permit Close-out Documentation               | August 1, 2010  |
| Stormwater Project estimated completion date | August 1, 2010  |

If the scope of work includes construction:

|  |          |
|--|----------|
| Estimated Construction start date:       | 8/1/2009 |
| Estimated scope of work completion date: | 8/1/2010 |

**Project Budget:**

| Project Funding Activity   | DEP Grant Funding | Matching Funds and Source |                    |
|----------------------------|-------------------|---------------------------|--------------------|
|                            |                   | Funding                   | Source of Funds    |
| Professional Services:     |                   | \$64,000                  | Stormwater Utility |
| Construction & Demolition: | \$250,000         | \$186,000                 | Stormwater Utility |
| Land:                      |                   |                           |                    |
| Equipment:                 |                   |                           |                    |
| Other (list):              |                   |                           |                    |
| Other (list):              |                   |                           |                    |
| Total:                     | \$250,000         | \$250,000                 |                    |
| Total Project Cost:        | \$500,000         |                           |                    |
| % Match Required:          | 50%               | Amount of Match:          | \$250,000          |

**Project Budget: (cont.)**

*Saga Bay 1.3 Sub-basin Capital Improvement Budget*

| <b>Item</b>  | <b>Description</b>                   | <b>Qty.</b> | <b>Units</b> | <b>Unit Price</b> | <b>Sub-total</b> |
|--------------|--------------------------------------|-------------|--------------|-------------------|------------------|
| 1            | Mobilization/ Clearing and Grubbing  | 1           | L.S.         | \$55,350          | \$56,000         |
| 2            | Remove Existing Structure            | 8           | Ea.          | \$500             | \$4,000          |
| 3            | Inlet Pavement (7' x 7')             | 8           | Ea.          | \$800             | \$7,000          |
| 4            | Swale Inlet (Type C - P Bottom)      | 5           | Ea.          | \$3,000           | \$15,000         |
| 5            | Manhole                              | 6           | Ea.          | \$3,500           | \$21,000         |
| 6            | Inlet Protection                     | 8           | Ea.          | \$30              | \$1,000          |
| 7            | Floating Turbidity Barrier           | 150         | L.F.         | \$12              | \$2,000          |
| 8            | Core Drill Existing Inlets           | 0           | Ea.          | \$500             | \$0              |
| 9            | 18" HDPE Pipe                        | 445         | L.F.         | \$50              | \$23,000         |
| 10           | French Drain                         | 535         | L.F.         | \$120             | \$65,000         |
| 11           | Weir Structure                       | 3           | Ea.          | \$6,000           | \$18,000         |
| 12           | Concrete Endwall                     | 3           | Ea.          | \$3,000           | \$9,000          |
| 13           | Roadway Restoration                  | 1,307       | S.Y.         | \$40              | \$53,000         |
| 14           | Regrading Swale                      | 1,000       | S.Y.         | \$10              | \$10,000         |
| 15           | Existing Utility Adjustments         | 1           | L.S.         | \$18,240          | \$19,000         |
| 16           | Professional Services                | 1           | L.S.         | \$50,000          | \$50,000         |
| 17           | Roadway Resurfacing - 1-inch Asphalt | 6,500       | SY           | \$9               | \$59,000         |
| 18           | Right-of-way Landscaping             | 6,500       | SY           | \$2               | \$13,000         |
| 19           | Contingency                          | 1           | L.S.         | \$73,800          | \$74,000         |
| <b>TOTAL</b> |                                      |             |              |                   | <b>\$500,000</b> |

**Total Budget by Task:**

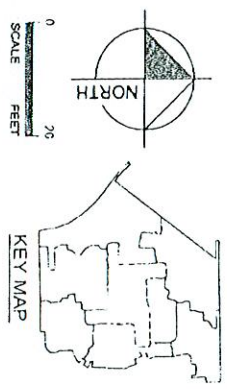
| Task           |  | DEP Grant Funding | Matching Funds and Source |                    |
|----------------|--|-------------------|---------------------------|--------------------|
|                |  |                   | Matching Funds            | Source of Funds    |
| 1              | Phase 1 – Survey, Soils Report, Schematic Plan |                   | \$20,000                  | Stormwater Utility |
| 2              | Phase 2 – Design Development Plans             |                   | \$14,000                  | Stormwater Utility |
| 3              | Phase 3 – Permits                              |                   | \$9,000                   | Stormwater Utility |
| 4              | Phase 4 – Final Construction Plans             |                   | \$17,000                  | Stormwater Utility |
| 5              | Phase 5 – Contractor Selection                 |                   | \$4,000                   | Stormwater Utility |
| 6              | Phase 6 - Construction                         | \$250,000         | \$186,000                 | Stormwater Utility |
| Total:         |  | \$250,000         | \$250,000                 |                    |
| Project Total: |  | \$500,000         |                           |                    |

**Measures of Success:**

*(Saga Bay Section 1.3 Sub-basin – Pollutant Loading Analysis)*

| Pollutant                    | Existing Load (kg/yr) | Reduction (kg/yr) | Proposed Load (kg/yr) | Percentage Reduction |
|------------------------------|-----------------------|-------------------|-----------------------|----------------------|
| Total Phosphorous (TP)       | 8.44                  | 7.82              | 0.62                  | 92.7%                |
| Total Nitrogen (TN)          | 66.50                 | 59.52             | 6.98                  | 89.5%                |
| Total Suspended Solids (TSS) | 797.18                | 721.85            | 75.33                 | 90.6%                |

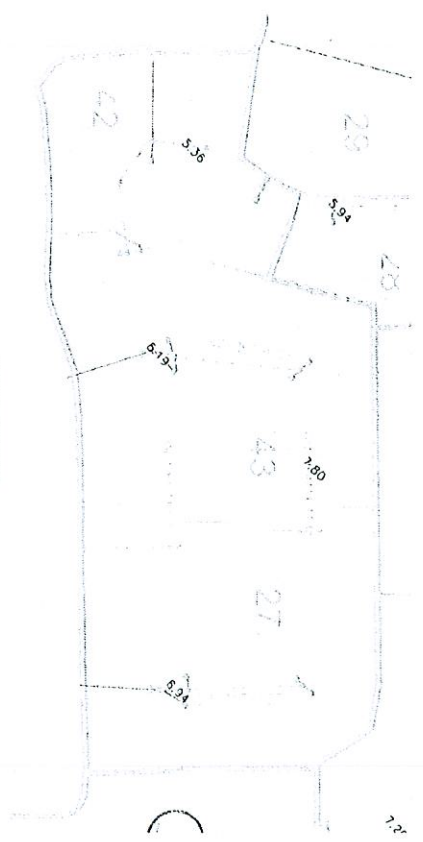
# Exhibit 1



### LEGEND

- EXIST./PROP. OUTFALL PIPE
- EXIST./PROP. DRAINAGE PIPE
- EXIST./PROP. FRENCH DRAIN
- AREA DELINEATION
- SUB-BASIN GROUP
- EXIST./PROP. CATCH BASIN
- EXIST./PROP. MANHOLE
- PROP. REGRAIDING

- AREA NUMBER
- KHA OBSERVED PONDING
- KHA OBSERVED FLOODING
- TOWN COMPLAINT LOCATIONS



SAGA BAY 1.3

- AREA 26 PROPOSED MODIFICATIONS
- REPLACE 1 M.H. WITH WEIR STRUCTURE
  - ADD 2 MANHOLES
  - ADD 2 CATCH BASINS
  - ADD 230 LF OF 18" HOPE PIPE
  - ADD 125 LF OF FRENCH DRAIN

SUMMARY OF PROPOSED MODIFICATIONS

- REPLACE 1 M.H. WITH WEIR STRUCTURE
- ADD 2 MANHOLES
- ADD 2 CATCH BASINS
- ADD 230 LF OF 18" HOPE PIPE
- ADD 125 LF OF FRENCH DRAIN

SAGA BAY 1.4

- AREA 27 PROPOSED MODIFICATIONS
- REPLACE 1 C.B. WITH WEIR STRUCTURE
  - REPLACE 2 EXIST. C.B.
  - ADD 2 MANHOLES
  - ADD 110 LF OF 18" PIPE
  - ADD 110 LF OF FRENCH DRAIN

SUMMARY OF PROPOSED MODIFICATIONS

- REPLACE 3 MH WITH WEIR STRUCTURES
- REPLACE 5 EXISTING CATCH BASINS
- ADD 5 MANHOLES
- ADD 445 LF 18" HOPE PIPE
- ADD 335 LF FRENCH DRAIN

- AREA 43 PROPOSED MODIFICATIONS
- REPLACE 1 C.B. WITH WEIR STRUCTURE
  - REPLACE 2 EXIST. C.B.
  - ADD 2 MANHOLES
  - ADD 55 LF OF 18" PIPE
  - ADD 180 LF OF FRENCH DRAIN



Krimley-Horn  
and Associates, Inc.  
3000 New York Avenue, Suite 100, West Lakeshore, N. York  
New York, NY 11565  
Tel: (516) 336-2700  
Fax: (516) 336-2701

## TOWN OF CUTLER BAY STORMWATER MASTER PLAN

## SAGA BAY 1.3 AND 1.4 SUB-BASIN

FIGURE 17

**ATTACHMENT B**  
**Disbursement Request Package**  
 Legislative Projects (LP) Grants

1. Grantee/Recipient Town of Cutler Bay
2. Project Number LP8912 Date of Request \_\_\_\_\_
3. Disbursement Request Number \_\_\_\_\_ Required Match % \_\_\_\_\_
4. Type of Request: Partial  Final
5. Federal Employer Identification Number \_\_\_\_\_
6. Mail  EFT  Send Remittance to: \_\_\_\_\_

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**Disbursement Details**

(cumulative amounts rounded to the nearest dollar)

- |  |             |
|--|-------------|
| 1. Professional Services (attach invoices)                 | \$ _____    |
| 2. Construction and Demolition (attach invoices)           | _____       |
| 3. Equipment (attach invoices)                             | _____       |
| 4. Land (attach invoices)                                  | _____       |
| 5. Other (list - must be specified in agreement)           | _____       |
| _____  | _____       |
| _____  | _____       |
| 6. Total cumulative to date                                | \$ _____    |
| 7. Disbursements previously requested                      | \$( _____ ) |
| 8. Amount requested for disbursement (line 6 minus line 7) | \$ _____    |

**Requests for Invoices already Paid:**

- 1) Copy of Invoice
- 2) Proof of Payment

**Requests for Invoices not yet Paid:**

- 1) Copy of Invoice
- 2) Advance Payment Justification (one per quarter)
- 3) Advance Payment – Interest Earned (after initial advance)

\*If prior Disbursement Request was requested by invoices without proof of payment documentation, proof of the prior payment will be required before this request can be disbursed.

**\*\* SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: \*\***

Florida Department of Environmental Protection  
 Bureau of Water Facilities Funding MS 3505  
 2600 Blair Stone Road  
 Tallahassee, Florida 32399-2400

**Grant Manager's Certification**  
of Disbursement Request

I, \_\_\_\_\_,  
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of \_\_\_\_\_, do hereby certify that:  
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Agreement;
2. Materials, labor, equipment, and/or services representing costs included in the amount requested have been satisfactorily purchased, performed or received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation which are filed in the Grantee's permanent records;
3. The Grantee is required to pay such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. All funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

\_\_\_\_\_  
( Signature of Grant Manager)

\_\_\_\_\_  
(Date)

**Engineer's Certification**  
of Disbursement Request

I, \_\_\_\_\_, being the Professional Engineer retained by  
(name of Professional Engineer)

\_\_\_\_\_, am responsible for overseeing construction of the  
(name of Grantee/Recipient)  
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department or are identified and attached hereto.

\_\_\_\_\_  
Signature of Professional Engineer

\_\_\_\_\_  
Firm or Affiliation

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(P.E. Number)



ATTACHMENT C  
 PROGRESS REPORT FORM

|  |                    |                       |  |
|--|--------------------|-----------------------|--|
| <b>DEP Agreement No.:</b>  | LP8912             |                       |  |
| <b>Grantee Name:</b>   | Town of Cutler Bay |                       |  |
| <b>Grantee Address:</b>  |                    |                       |  |
| <b>Grantee's Grant Manager:</b>  |                    | <b>Telephone No.:</b> |  |
| <b>Quarterly Reporting Period:</b>   |                    |                       |  |
| <b>Project Number and Title:</b>   |                    |                       |  |
| <p><b>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</b></p> |                    |                       |  |
| <p><b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b></p>   |                    |                       |  |
| <p><b>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</b></p>  |                    |                       |  |



## ATTACHMENT D

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

##### **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the State financial assistance expended in its fiscal year, the recipient shall consider all sources of State financial assistance, including State financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in State financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

### PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT - 1**

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

| <b>Federal Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b> |                |             |            |                              |
|--|----------------|-------------|------------|------------------------------|
| Federal Program Number   | Federal Agency | CFDA Number | CFDA Title | State Appropriation Category |
|  |                |             |            |                              |
|  |                |             |            |                              |
|  |                |             |            |                              |
|  |                |             |            |                              |

| <b>State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Funds for Federal Programs:</b> |                |      |            |                              |
|--|----------------|------|------------|------------------------------|
| Federal Program Number   | Federal Agency | CFDA | CFDA Title | State Appropriation Category |
|  |                |      |            |                              |
|  |                |      |            |                              |
|  |                |      |            |                              |
|  |                |      |            |                              |

| <b>State Funds Awarded to the Recipient Pursuant to this Agreement Consist of the Following Funds Subject of Section 215.97, F.S.:</b> |  |                   |  |   |                              |
|--|--|-------------------|--|---|------------------------------|
| State Program Number   | Funding Source                                   | State Fiscal Year | Catalog of State Financial Assistance Number | CSFA Title or Funding Source Description                    | State Appropriation Category |
| Original Agreement   | LI 1772C - Ecosystem Management & Restoration TF | 2008-2009         | 37.039                                       | Statewide Surface Water Restoration and Wastewater Projects | 140047-09                    |
|  |  |                   |  |   |                              |
|  |  |                   |  |   |                              |

|                    |  |  |  |  |                  |
|--------------------|--|--|--|--|------------------|
| <b>Total Award</b> |  |  |  |  | <b>\$250,000</b> |
|--------------------|--|--|--|--|------------------|

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

**ATTACHMENT E**  
**ADVANCE PAYMENT – INTEREST EARNED MEMORANDUM**  
**WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST**

TO:

FROM: Darinda McLaughlin, Finance and Accounting Director  
 Bureau of Finance and Accounting, MS 78

DATE:

SUBJECT: Advance Payment - Contract No.  
 Interest Due to DEP:

Pursuant to Section 216.181(16), Florida Statutes, advance payments may be required to be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, advance approval of the Chief Financial Officer, and the terms of the above referenced contract, the following information is needed for our records **no later than** \_\_\_\_\_.

- |  |    |       |
|--|----|-------|
| Initial advance funding disbursed _____  | \$ | _____ |
| 1. Advanced funds principle expended or returned by contractor covering period of _____ to _____ | \$ | _____ |
| 2. Balance advance funding principle available   | \$ | _____ |
| 3. Interest earned on advanced funds covering period of _____ to _____                           | \$ | _____ |
| 4. Amount of interest paid to DEP as of _____  | \$ | _____ |
| 5. Interest balance due to DEP as of _____   | \$ | _____ |

\_\_\_\_\_  
 (Project Manager's Signature) (Date)

Special Instructions: If the grant/contract specifies that any accrued interest, which is based upon a grant/contract advance payment(s), will not be paid to DEP until after termination of the grant/contract, the advance fund recipient shall complete report items 1 and 2 only for the first three quarters of the state's fiscal year. The report for the state's fourth fiscal year quarter shall include items 1, 2, 3, 4, and 5. Items 3, 4, and 5 will be the life to date interest

If the contract states that no interest is due, quarterly reports of unexpended advances are required, lines 1 and 2.

In all cases the line 1 and 2 reported amounts are on a cash basis for the advance payment principle. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the fund recipient must complete items 1 through 5 for each quarterly report.

Payments of interest due to DEP shall be paid within the specifications of the contract/grant.

Thank you for your cooperation in providing the above information. If you have questions, please contact Lydia Louis (850) 245-2452 in the Contracts Disbursement Section.



## ATTACHMENT F ADVANCE PAYMENT JUSTIFICATION FORM

Use of this form is not required unless the advance requested requires the prior approval of the State Chief Financial Officer. For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior Chief Financial Officer's approval.

|  |  |  |  |
|--|--|--|--|
| Name/Address of the Vendor/Recipient:  |  |  |  |
| Contact Person/Phone No.:  |  |  |  |
| Agreement No./Purchase Order No. (if known):   |  | LP8912   |  |
| Commodities/Services/Project Description:  |  |  |  |
| Organizational Structure<br>(i.e. local gov't, non-profit corporation, etc.)   |  |  |  |
| Value of Purchase or Grant:  |  |  |  |
| Advance Payment Amount Requested:  |  |  |  |
| Period Advance Payment to Cover:   |  | <input type="checkbox"/> 90 days startup<br><input type="checkbox"/> Quarterly | <input type="checkbox"/> Full Contract Period<br><input type="checkbox"/> Other (specify): |
| Indicate Statutory Authority:  |  | <input type="checkbox"/> 215.422, F.S.   | <input type="checkbox"/> 216.181, F.S.   |
| GAA Year and Line Item Info:   |  | SFY: _____   | Line Item: _____   |
| <b>1. Reason advance payment is required:</b>  |  |  |  |
|  |  |  |  |
| <b>2. The following information required for advances requested pursuant to 215.422, Florida Statutes (and the Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.</b>  |  |  |  |
| <b>A.</b> Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the Department of Financial Services, Division of Treasury at 850/413-3165 regarding the current Treasury earnings rate. |  |  |  |
|  |  |  |  |
| <b>B.</b> Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:  |  |  |  |
|  |  |  |  |

C. Identify the procurement method used to select the vendor.

**3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)**

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection  
Bureau of Finance and Accounting  
Receipts Section  
P.O. Box 3070  
Tallahassee, Florida 32315-3070

B. A letter requesting advance payment from the recipient, on its letterhead, must be attached.

**3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.**

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

| Description   | First Quarter | Second Quarter | Third Quarter | Fourth Quarter |
|---|---------------|----------------|---------------|----------------|
| Salaries<br>(identify personnel/titles)                     |               |                |               |                |
| Fringe Benefits   |               |                |               |                |
| Contractual Services<br>(list services and estimated costs) |               |                |               |                |
| Equipment<br>(identify each item and cost)                  |               |                |               |                |
| Supplies  |               |                |               |                |
| Travel  |               |                |               |                |
| Other (specify)   |               |                |               |                |
| Overhead/Indirect   |               |                |               |                |
| <b>Total:</b>   |               |                |               |                |

**Certification Statement**

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: Chief Financial Officer or designee

**DEP Program Area Review/Approval**

**Recommendation:**                       **Approve Request**                       **Deny Request**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Type Name of Signatory: \_\_\_\_\_  
 Title: \_\_\_\_\_ Bureau: \_\_\_\_\_ Division: \_\_\_\_\_

The DEP Program Area should forward this information to the Contracts Disbursements Section at MS78. The Contracts Disbursements Section will forward requests for advance payment to the State Comptroller for review and legislature consultation, as appropriate.

Bureau of Finance & Accounting Use Only

TAB 6

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE ADMINISTRATIVE ORDER “FEE SCHEDULE FOR THE BUILDING DEPARTMENT” RELATING TO THE REVISION OF THE TOWN OF CUTLER BAY BUILDING DEPARTMENT FEE SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, when the Town incorporated, it adopted the Building Department Fee Schedule in use by Miami-Dade County at the time of incorporation, which was created under Miami-Dade County Administrative Order 4-63A; and

**WHEREAS**, pursuant to Section 3.1 of the Town Charter of the Town of Cutler Bay and Section 2-1324 of the Code of Ordinances of the Town of Cutler Bay, the Town may revise the Building Department Fee Schedule by administrative order subject to subsequent ratification by the Town Council; and

**WHEREAS**, the Town Council finds that it is necessary to revise the building department fee schedule in order to cover the costs associated with the Town Building Department and ensuring a safe, efficient building permit process that safeguards the residents of, and visitors to, the Town; and

**WHEREAS**, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

**Section 2. Administrative Order Approved.** The Administrative Order “Fee Schedule for the Building Department” relating to the revision of the Town of Cutler Bay Building Department Fee Schedule attached as Exhibit “A” is hereby approved.

**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 \_\_\_\_\_



## **Administrative Order**

**Administrative Order No.: 08-**

**Title: Fee Schedule for Building Department**

**Ordered:** (Date)

### **AUTHORITY:**

Section 3.1 of the Town Charter of the Town of Cutler Bay; Section 2-1324 of the Code of Ordinances of the Town of Cutler Bay.

### **SUPERSEDES:**

This Implementing Order supersedes Miami-Dade County Administrative Order 4-63A ordered September 23, 2004 and effective October 1, 2004, adopted by the Town of Cutler Bay upon incorporation.

### **POLICY:**

A policy of fees covering the cost of providing Building Department services shall be established and no application, permit, certificate or receipt shall be issued until the appropriate fee is paid.

### **PROCEDURE:**

The Responsibility for this Administrative Order is assigned to the Director, Town of Cutler Bay Building Department, who shall be responsible for the collection of fees and the delivery of required services pursuant to Chapter 8 of the Code of Ordinances of the Town of Cutler Bay. Each two years or earlier, if need be, the Director shall review all fees in terms of their cost and recommend necessary changes to the Town Manager.

### **SCOPE:**

The fee schedule adopted by this Administrative Order has been presented and is considered a part hereof. In accordance with Section 2-3 of the Code of the Town of Cutler Bay, this official Fee Schedule is also filed with the Clerk of the Town of Cutler Bay. Fees which are charged by the Building Department, shall be the same as those listed in the official Fee Schedule on file with the Clerk of the Town of Cutler Bay.

**Steven J. Alexander**  
**Town Manager**

# **MIAMI-DADE COUNTY**



## **BUILDING DEPARTMENT**

# **FEE SCHEDULE**

**Effective: October 1, 2008**



Ordered:  
Effective:

**ADMINISTRATIVE ORDER  
MIAMI-DADE COUNTY**

**FEE SCHEDULE FOR  
BUILDING DEPARTMENT**

**AUTHORITY:**

Ordinance No. 76-70, Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter; Sections 2-1324, 8-5, and 10-15, 8CC-6 and 8CC-7 of the Code of Miami-Dade County; Administrative Order Nos. 2-5, 4-115 and 4-120; Section 108 of the Florida Building Code; Section 553.80 of the Florida Statutes.

**SUPERSEDES:**

This Administrative Order supersedes Administrative Order 4-63A. Ordered September 23, 2004 and effective October 1, 2004.

**POLICY:**

A policy of fees covering the cost of providing Building Department services shall be established and no application, permit, certificate or receipt shall be issued until the appropriate fee is paid.

**PROCEDURE:**

The Responsibility for this Administrative Order is assigned to the Director, Miami-Dade County Building Department who shall be responsible for the collection of fees and the delivery of required services pursuant to Chapter 8 and Section 2-188 of the Code of Miami-Dade County. Each two years or earlier, if need be, the Director shall review all fees in terms of their cost and recommend necessary changes to the County Manager.

**FEE  
SCHEDULE:**

The fee schedule adopted by this Administrative Order has been presented and is considered a part hereof. In accordance with Section 2-3 of the Code of Miami-Dade County, this official Fee Schedule is also filed with the Clerk of the Board of County Commissioners. Fees which are charged by the Building Department, shall be the same as those listed in the official Fee Schedule on file with the Clerk of the County Commission.

This Administrative Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida

George M. Burgess  
County Manager

**A. GENERAL INFORMATION ON SPECIAL FEES, REFUNDS, EXTENSIONS AND CANCELLATIONS**

1. DOUBLE FEES

When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of one hundred percent 100% of the usual permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve the applicant of other penalties established by law. The double fee requirements shall be applicable to all divisions of the Building Department

2. ADDITIONAL INSPECTION FEES

71.55

The building permit fee entitles the permit holder to an initial and follow-up inspection for each type of mandatory inspection. All work shall be inspected and deficiencies shall be noted by the building inspector. When the work to be inspected is only partially complete, the inspection shall be performed on those portions of the work completed, provided that compliance with the applicable Building Code(s) may be determined with respect to those portions. A permit holder shall pay a fee of \$71.55 for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the Miami-Dade County Building Department.

3. LOST, REVISED AND REWORKED PLANS FEE

- a) LOST PLANS: When plans are lost by the owner or contractor, a fee will be assessed in the amount of thirty percent 30% of original Building Permit fee; but not less than:

Single Family Residence or Duplex

71.55

All others

128.80

- b) REVISED PLANS PROCESSING FEE

- 1) Plan revisions shall be subject to a fee at the rate of \$1.25 per minute of time for each review that takes longer than 5 minutes.

REWORKS: The building permit fee entitles the applicant to an initial plan review and one follow-up review per discipline. A re-work fee shall be charged for each additional follow-up plan review.

106.59

- c) LOST PERMIT CARD FEE: A replacement fee shall be charged for the loss of a Permit Inspection Record Card after a permit has been issued.

31.25

- d) Records of inspection results in excess of five (5) pages.

1.25

#### 4. REFUNDS, TIME LIMITATION, CANCELLATIONS

The fees charged pursuant to this schedule, provided the same are for a permit required by the applicable Building Code(s), and Chapter eight (8) of the Code of Miami-Dade County, may be refunded by the Director of the Building Department subject to the following:

- a) No refunds shall be made on requests involving:
  - 1) permit fees of \$130.00 or less; or
  - 2) permits revoked by the Building Official or the Director of the Building Department under authority granted by the applicable Building Code(s), and Chapter eight (8) of the Code of Miami-Dade County; or permits cancelled by court order, or conditional permits; or permits which have expired; or
  - 3) permits under which work has commenced as evidenced by any recorded inspection having been made by the Department; or
  - 4) the original permit holder when there is a change of contractor.
  
- b) A full refund less \$130.00 or fifty percent (50%) of the permit fee, whichever is greater, rounded to the nearest dollar, shall be granted to a permit holder who requests a refund provided:
  - 1) that the department receives a written request from the permit holder prior to the permit expiration date; and
  - 2) that the permit holder submits with such request the applicant's validated copy of such permit; and
  - 3) that no work has commenced under such permit as evidenced by any recorded inspection or field verification.
  
- c) Where there is a change of contractor or qualifier involving a permit, the second permit holder shall pay a fee to cover the cost of transferring the data from the original permit to the second permit. Except when the original permit has expired or the original permit fee is less than established in this section in which case the full permit fee is charged.
  
- d) Where a permit has become null and void pursuant to the applicable Building Code(s), a credit of fifty percent (50%) of the permit fee shall be applied to any re-application fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.
  
- e) Permit applications filed under Ordinance 97-107.

Where a permit has become null and void in accordance with the applicable Building Code(s), a credit of fifty percent 50% of the permit fee shall be applied to any re-application fee for a permit covering the same project.

Where no permit was obtained, in accordance with the applicable Building Code(s), the minimum permit fee for the trade shall apply to any new permit application.

- f) Impact fees are assessed on certain building permits, including re-application on expired permits, (contact the Department of Planning and Zoning, Impact Fee Section for details).

Other agencies including, but not limited to, the Department of Environmental Resources Management, Miami-Dade Fire Rescue Department, Building Code Compliance Office and the Florida Department of Health assess fees on building permits, including re-application of expired permits (contact the applicable agencies for details).

- g) Cancellation of Expired Permits  
Per review and/or required inspection 72.00

5. GENERAL INFORMATION

In addition to the fees assessed by the Building Department the permit fee includes other fees assessed by other agencies and/or Departments involved in the permitting process, included but not limited to the State of Florida, the Department of Planning and Zoning (DP&Z), Miami-Dade Fire Rescue Department; Public Works and Water and Sewer Department, the Department of Environmental Resources Management (DERM).

6. INSPECTIONS REQUIRING OVERTIME

Charges for construction inspections, which are requested in advance and which require that an employee work overtime, will be at the following hourly rates:

- Overtime Inspections (Regular Day) 84.38
- Inspections performed on a holiday 112.50

7. FEES BASED ON ESTIMATED COST – DOCUMENTATION REQUIREMENTS

The Building Department may require the permit applicant to submit appropriate documentation as proof of estimated cost of construction used to compute permit fees.

8. MIAMI-DADE COUNTY AVIATION DEPARTMENT  
IMPROVEMENT PROJECTS

The Building Department will assess a fee on all Miami-Dade County Aviation Department projects based upon direct costs for services provided in accordance with Federal Aviation Administration Authorization Act of 1994 (Public Law 103-105, dated August 23, 1994).

9. UP-FRONT FEE FOR PERMIT SUPPORT FUNCTIONS  
PERFORMED BY THE BUILDING DEPARTMENT FOR PERMIT  
TYPES REQUIRED BY OTHER COUNTY DEPARTMENTS

A non-refundable up-front fee will be assessed for acceptance of applications, distribution of plans and document storage on applications for permit required by other departments but accepted through the Building Department.

25.00

10. REFUND FOR BUILDING PERMITS NOT REQUIRING REWORK

The permit holder shall be entitled to a fifteen percent 15% refund of the fee for building permits issued for new residential or commercial construction that do not require rework by any required review agencies. Projects permitted under the Master Model or Cookie Cutter Program are not eligible for refund. The permit holder is responsible for requesting the refund in writing within 180 days of permit issuance. Failure of the permit holder to request the refund within the stated time period shall constitute a forfeit of the right to refund.

11. OPTIONAL PLAN REVIEW SERVICES

Permit applicants who request an alternate plan review service for an expedited review, to be completed after normal working hours, will be assessed a fee. [This fee is equal to the pay supplement established for such service plus appropriate overhead rates.] This fee will be paid prior to any plan review being performed.

12. INTEREST CHARGES ON UNPAID AMOUNTS DUE TO THE  
BUILDING DEPARTMENT

The Building Department is authorized to impose an interest charge on any and all unpaid amounts which are due the Department. This includes, without limitation, items such as past due boiler fees, 40 year recertification fees, Civil Violation fines and demolition costs. The Building Department shall also have the authority to charge interest as part of any settlement agreement or installment payment plan to recover fees, fines or costs as well as outstanding liens.

The interest charged shall be assessed as provided for in applicable County Code provisions or administrative orders. In all other cases, interests shall be charged from the date the amount was due and payable to the Department computed at the rate of ten percent (10%) per annum. The Department Director or designee shall have the right to waive all or any portion of the

interest charge in order to ensure public safety concerns are met.

13. ACTUAL COST FOR PROJECTS REQUIRING SERVICES NOT CONTEMPLATED IN CURRENT FEE STRUCTURE

The Director, or designee, has the authority to invoice for reimbursement of actual costs on project(s) requiring services not contemplated in the current fee structure.

The invoice will consist of actual labor cost, including any and all fringe benefit costs the Department is legally obligated to pay. Additionally, the invoice will include any other indirect cost associated with the actual labor cost, as determined by the Building Department's Finance Section on a yearly basis.

All of this (these) project(s) will have mutually agreed on contract(s), which will be maintained in the Accounting Finance Section. The Director will also have the ability to request a deposit amount that is mutually acceptable by the department and the company or individual that is legally responsible for the project(s). The deposit amount shall be used to offset the final invoice project cost; if any amount is remaining, it shall be returned to the party that executed the agreement with the department. The life span of the project(s) shall be included in the agreement.

14. ELECTRONIC CONCURRENT PLAN PROCESSING

In order to create a more efficient and effective permitting process, the Building Department has established procedures to process plans electronically via a concurrent automated workflow. The department requests that applicants submit plans in an electronic format (PDF) on a CD-Rom. If the applicant chooses to submit paper plans, the Director, or his designee has the authority to invoice for reimbursement of the conversion of construction documents submitted to an electronic format saved on a CD-Rom.

15. ENFORCEMENT (Applicable to all trades)

Florida Statue 553.80 Enforcement

"Section 2(b) – With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review".

“Section 2(c) – With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after any inspection, after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater for each such subsequent re-inspection”.

**B. BUILDING PERMIT FEES**

Fees listed in Sub-section (B) include only building permit fees and do not include fees for plumbing, electrical, and mechanical fees which are listed in the following sections:

1. **“UP-FRONT” PROCESSING FEE**  
 When the building permit application is received for the construction of structures listed below:
 

|  |      |
|--|------|
| “Up-front” fees for New Single Family Residence or Duplex, fees based on each square foot or fractional part thereof; or | 0.15 |
| Per dollar in estimated value or fractional part when square footage does not apply                                      | 0.02 |
| “Up-front” fees for a building permit application for a commercial project; per 100 square feet or fractional part, or;  | 5.15 |
| Per \$100.00 of estimated value or fractional part thereof when square footage does not apply                            | 0.85 |

This processing fee is not refundable, but shall be credited toward the final building permit fee.
  
2. **MINIMUM FEE FOR BUILDING PERMIT** 130.00  
 The minimum fee for all building permits is applicable to all items in this section except as otherwise specified.  
 This minimum fee does not apply to add-on building permits issued as supplementary to current outstanding permits for the same job).
  
3. **NEW BUILDINGS OR ADDITIONS**  
 New construction Single Family and Duplex square foot

|  |        |
|--|--------|
| Residential  | 0.344  |
| Professional Certification program fee   | 0.101  |
| Prefabricated utility sheds with slab (Maximum 100 square feet of floor area).   | 130.00 |
| Residential  |        |
| Professional Certification program fee   | 19.70  |
| Single Family and Duplex – Attached Structures   |        |
| Residential  |        |
| 0 to 500 square feet in floor area   | 150.00 |
| 501 to 1,000 square feet in floor area   | 254.75 |
| 1,000 square feet and above, per square foot   | 0.344  |
| Professional Certification Program fee – per square foot   | 0.241  |
| Alterations or repairs to Single Family Residence or Duplex per \$1.00 of estimated cost or fractional part (Residential)                                  | 0.058  |
| Professional Certification Program Fee   | 0.016  |
| Maximum Fee  | 678.36 |
| Repairs due to fire damage per \$1.00 of estimated cost or fractional part (copy of construction contract required). Residential                           | 0.071  |
| Professional Certification Program Fee - per square foot   | 0.021  |
| Minimum Fee  | 254.88 |
| Maximum Fee  | 678.36 |
| Storage & Industrial Use of Group E & F (SFBC), S & I (FBC) occupancies 100 square feet or fractional part of floor area.                                  | 10.48  |
| Professional Certification Program Fee   | 3.16   |
| Shade Houses per 100 square foot or fractional part of floor area  | 0.40   |
| Professional Certification Program Fee   | 0.11   |
| Greenhouses & buildings for agricultural uses (non-residential) when located on the premises so used per 100 square feet or fractional part of floor area. | 6.51   |
| Professional Certification Program Fee   | 1.96   |



|    |   |        |
|----|---|--------|
|    | Mobile Home additions – each 100 square feet or fractional part of floor area   | 7.89   |
|    | Professional Certification Program Fee  | 2.06   |
|    | Tents   |        |
|    | Less than 5,000 square feet   | 130.00 |
|    | over 5,000 square feet  | 170.31 |
|    | Professional Certification Program Fee, 0 - 5,000 square feet   | 17.29  |
|    | Professional Certification Program Fee, over 5,000 square feet  | 51.44  |
|    | All others, per 100 square feet or fractional part of floor area  | 11.78  |
|    | Professional Certification Program Fee  | 3.55   |
|    | For structures of unusual size or nature such as arenas, stadiums and water and sewer plants. For each \$1,000 of estimated cost or fraction thereof.   | 6.25   |
|    | For Professional Certification Program structures of unusual size or nature such as arenas, stadiums and water and sewer plants. For each \$1,000 of estimated cost or fraction thereof.  | 3.00   |
| 4. | New construction other than as specified herein: (water towers, pylons, bulk storage-tank foundations, unusual limited-use buildings, marquees, and similar construction). For each \$1,000 of estimated cost or fractional part. | 9.64   |
|    | Professional Certification Program Fee  | 2.91   |
| 5. | ALTERATIONS AND REPAIRS TO BUILDINGS AND OTHER STRUCTURES [EXCEPT Single Family Residence and Duplex]   |        |
|    | For each \$100 of estimated cost or fractional part.  | 1.41   |
|    | Charge for each \$100 of estimated cost or fractional part for Professional Certification Program   | 0.43   |
|    | But no less than  | 226.13 |
| 6. | MOVING BUILDINGS OR OTHER STRUCTURES  |        |
|    | For each 100 square feet or fractional part thereof (does not include cost of new foundation or repairs to building or structure)   | 10.03  |
|    | Professional Certification Program Fee – Residential and Commercial   | 2.94   |
| 7. | SLABS   |        |
|    | Residential and Commercial  | 78.71  |
|    | Professional Certification Program Fee – Residential and Commercial   | 23.06  |

|     |   |  |
|-----|---|--|
| 8.  | <p><b>ROOFING (INCLUDING RE-ROOFING)</b></p> <p>Roofing shingle and other roof types not listed per square feet of roof coverage including overhangs. 0.10</p> <p>Professional Certification Program Fee 0.05</p> <p>Roofing tile per square foot of roof coverage including overhangs 0.129</p> <p>Professional Certification Program Fee 0.06</p> <p>All other occupancies</p> <p>Roofing shingle and other roof types not listed,<br/>Per square foot up to 30,000 square feet 0.10</p> <p>Each square foot thereafter 0.058</p> <p>Professional Certification Program Fee 0.040</p> <p>Roofing tile</p> <p>Per square foot up to 30,000 square feet - Residential 0.129</p> <p>Each square foot thereafter - Residential 0.070</p> <p>Professional Certification Program Fee 0.051</p> <p><u>Roof Low Slope, per square foot</u> 0.10</p> |  |
| 9.  | <p><b>FENCES AND/OR WALLS</b></p> <p>Chainlink</p> <p>0 – 1,000 linear feet 130.00</p> <p>each additional linear foot over 1,000 0.058</p> <p>Wood each linear foot 0.70</p> <p>Concrete each linear foot 1.30</p>  |  |
| 10. | <p><b>SWIMMING POOLS, SPAS, AND HOT TUBS</b></p> <p>Installation of Swimming Pool/Spa (Residential and Commercial) 135.96</p> <p>Repair of Swimming Pool/Spa (Residential and Commercial) 130.00</p>  |  |
| 11. | <p><b>TEMPORARY PLATFORMS AND TEMPORARY BLEACHERS TO BE USED FOR PUBLIC ASSEMBLY</b></p> <p>For each 100 square feet or fractional part of platform area 5.94</p> <p>For each 100 linear feet or fractional part of seats 5.15</p>  |  |
| 12. | <p><b>DEMOLITION OF BUILDINGS</b></p> <p>For each structure 171.74</p> <p>Professional Certification Program – for each structure 85.88</p>   |  |
| 13. | <p><b>SHOP DRAWING REVIEW</b></p>   |  |

|     |   |       |
|-----|---|-------|
|     | Minimum fee – Commercial and Residential  | 58.75 |
| a)  | Trusses/Steel Structures  |       |
|     | First 600 square feet or fractional part  | 18.25 |
|     | First 600 square feet or fractional part for Affidavit Review/Inspection Process  | 5.51  |
|     | Each additional 100 square feet or fractional part  | 0.93  |
|     | Professional Certification Program Fee (each additional 100 square foot or fractional part)   | 0.28  |
| b)  | Precast/Prestress /Tilt Up Walls / Twin Tees / Joists / Composite Slab Systems  |       |
|     | (Roof - Floor - Walls) each 1,000 square feet or fractional part  | 9.31  |
|     | Professional Certification Program Fee (Roof-Floor-Walls) each 1,000 square feet or fractional part                                 | 2.81  |
| c)  | Overhead Doors each   | 9.31  |
|     | Professional Certification Program Fee  | 2.81  |
| d)  | Skylights each  | 9.31  |
|     | Professional Certification Program Fee  | 2.81  |
| e)  | Hand Rails/Stair Rails per linear foot  | 1.29  |
|     | Professional Certification Program Fee  | 0.39  |
| f)  | Storefront/Fixed Glazing  |       |
|     | (Under 8 feet high by 4 feet wide) each 100 square foot or part   | 10.39 |
|     | Professional Certification Program Fee – each 100 square feet or part   | 3.14  |
| g)  | Walk-in Coolers, each   | 85.88 |
|     | Professional Certification Program Fee – each 100 square foot or part   | 25.94 |
| 14. | INSTALLATION/REPLACEMENT OF WINDOWS OR DOORS  |       |
|     | Window and glass block installation, alteration or repair – per square foot of window or door area (for residential and commercial) | 0.07  |
|     | Professional Certification Program fee (for residential and commercial)   | 0.021 |

Replacement of Windows and Exterior Doors in all buildings or installation of windows or doors in buildings exceeding two stories in height; or

Storefronts and fixed glass exceeding 8 feet in height; or 4 feet in vertical mullion spacing; (for residential and commercial)

Curtain Walls including windows and doors therein

|   |       |
|---|-------|
| For each 100 square feet or fractional part | 10.39 |
| Professional Certification Program Fee      | 3.04  |

|     |  |        |
|-----|--|--------|
| 15. | SCREEN ENCLOSURES, CANOPIES & AWNINGS  |        |
| a)  | Screen enclosures, per 100 square feet   | 9.89   |
| b)  | Free standing canopies   |        |
|     | For each \$1,000 of estimated cost or fractional part  | 9.04   |
| c)  | Awnings and canopies   |        |
|     | Horizontal projection per square foot area covered   | 0.085  |
| d)  | Storm Shutters – per square foot area covered  | 0.085  |
| 16. | TIE DOWN   |        |
|     | Trailer Tie Down:  | 84.44  |
|     | (This does not include installation of meter mounts and service equipment. Separate mechanical, plumbing and related electrical permits are required). |        |
| 17. | SIGN PERMIT FEES   |        |
|     | Signs non-illuminated (per square foot)  |        |
|     | (illuminated signs under electrical permits)   | 1.43   |
| 18. | SATELLITE DISH   | 168.88 |
| 19. | ORNAMENTAL IRON  |        |
|     | Per square foot of coverage  | 0.058  |
|     | Short Term Event   | 144.50 |

**C. PLUMBING PERMIT FEES**

Permits by professional certification (permits by affidavit) for the following described activities will be charged half the regular permit fee, except for the minimum fee, which will remain the same.

|    |  |        |
|----|--|--------|
| 1. | MINIMUM PLUMBING OR GAS FEE PER PERMIT   | 130.00 |
|    | Except as otherwise specified<br>(This minimum does not apply to supplemental plumbing permits issued as supplementary to current outstanding permits for the same job).   |        |
| 2. | RESIDENTIAL PLUMBING (Single Family Residence or Duplex)   |        |
|    | New Single Family Residence or Duplex per square foot  | 0.129  |
|    | Addition to Single Family Residence or Duplex per square foot  | 0.129  |
|    | Alterations or repairs to Single Family Residence or Duplex (Group I or R-3) per \$1.00 of estimated cost or fractional part   | 0.058  |
| 3. | Commercial (All groups Except Single Family Residence or Duplex) Roughing-in or plugged outlets for bathtubs, closets, doctors, dentists, hospital sterilizers, autoclaves, autopsy tables and other fixtures, appurtenances, or other appliances having water supply or waste outlet, or both, drinking fountains, fixtures discharging into traps or safe waste pipes, floor drains, laundry tubs, lavatories, showers, sinks, urinals, and heaters. |        |
|    | For each roughing-in or plugged outlet   | 8.59   |
|    | Fixtures set on new roughing-in or plugged outlets or replaced on old roughing-in:<br>Each fixture   | 8.59   |
| 4. | SETTLING TANKS, GAS AND OIL INTERCEPTORS, AND GREASE TRAPS<br>(Including drain tile and relay for same – Residential and Commercial)   | 45.09  |

|    |   |        |
|----|---|--------|
| 5. | SEWER (ALL GROUPS)  |        |
|    | Each building storm sewer and each building sewer where connection is made to a septic tank, or a collector line or to an existing sewer or to a city sewer or soakage pit or to a building drain outside a building. | 42.94  |
|    | Sewer Capping/Demolition  | 42.94  |
| 6. | CONDENSATE DRAIN (AIR CONDITIONING) – ALL GROUPS  | 4.53   |
|    | Except single not manifolded A/C outlet not exceeding 5 tons  |        |
| 7. | WATER PIPING  |        |
|    | Water service connection to a municipal or private water supply system (for each meter on each lot).  | 11.45  |
|    | Water <u>service</u> connection or outlets for appliance or installations not covered by fixture set above  | 8.59   |
|    | Irrigation system and underground sprinkler system for each zone  | 24.05  |
|    | Solar water heater installation, equipment replacement or repair  | 128.81 |
|    | Swimming pool piping, not including well (new installation)   |        |
|    | Residential   | 85.88  |
|    | Commercial  | 135.96 |
|    | Sump pump   | 11.45  |
|    | Swimming pool heater, each  | 71.56  |
|    | Swimming pool maintenance, each   | 85.88  |
|    | 2" or less water service backflow assembly  | 50.10  |
|    | 2 ½" or larger water service backflow assembly  | 78.71  |
|    | Repairs to water piping:<br>For each \$1,000 estimated cost or fractional part  | 8.25   |
| 8. | NATURAL GAS OR A LIQUIFIED PETROLEUM  |        |
|    | For each outlet Single Family Residence or Duplex (includes meters and regulators)  | 8.59   |
|    | For each appliance (does not include warm air heating units, but does include unvented wall heaters, no ductwork<br>wall heaters, no ductwork) - (See Fee Section E(3) for heating)                                   |        |
|    | Other Groups<br>For each outlet (includes meters and regulators)  | 14.31  |
|    | For each appliance (does not include warm air heating units, but does include unvented space)   | 14.31  |
|    | Heaters and unvented wall heaters – no duct work (See Fee Section E(3) for heating)   | 14.31  |

|     |  |                 |
|-----|--|-----------------|
|     | For each meter (new or replacement)  | 5.73            |
|     | For major repairs to gas pipe where no fixture or appliance installation is involved   | 50.10           |
|     | Underground L.P. gas tanks per group of tanks at a single location   | 85.88           |
|     | Above ground L.P. gas tanks per group of tanks at a single location  | 85.88           |
| 9.  | <b>WATER TREATMENT PLANTS, PUMPING STATIONS, SEWER TREATMENTS AND LIFT STATIONS</b>  |                 |
|     | Water treatment plant (interior plant piping)  | 300.54          |
|     | Sewage treatment plant (interior plant piping)   | 214.68          |
|     | Lift station (interior station piping)   | 343.48          |
|     | Sewage ejector   | 100.19          |
| 10. | <b>WATER AND GAS MAINS (ALL GROUPS)</b><br>(On private property and other than public utility easements)<br>Each 50 feet or part thereof   | 10.03           |
| 11. | <b>STORMS/SANITARY UTILITY/COLLECTOR LINES FOR BUILDING DRAIN LINES</b><br>(On private property <u>and</u> other than public utility easements)<br>Commercial<br>Each 50 feet or part thereof<br>Each manhole or catch basin | 10.03<br>14.31  |
| 12. | <b>TEMPORARY TOILETS – WATERBORNE OR CHEMICAL</b><br>Temporary Toilets<br>For each additional toilet   | 130.00<br>11.81 |
| 13. | <b>DENTAL VACUUM LINES</b><br>Each system  | 85.88           |
| 14. | <b>MOBILE HOME CONNECTIONS</b><br>Each unit  | 85.88           |

**D. ELECTRICAL PERMIT FEES**

Permits by professional certification (permits by affidavit) for the following described activities will be charged half the regular permit fee, except for the minimum fee, which will remain the same.

|    |   |        |
|----|---|--------|
| 1. | <b>MINIMUM ELECTRICAL PERMIT FEE INCLUDING REPAIR WORK PER PERMIT (ALL GROUPS)</b><br>Except as otherwise specified | 130.00 |
|----|---|--------|

(This minimum does not apply to add-on electrical permits issued as supplementary to current outstanding permits for the same job and demolition work).

|     |  |               |
|-----|--|---------------|
| 2.  | <p>PERMANENT SERVICE TO BUILDINGS –</p> <p>New work only</p> <p>(The following fee shall be charged for total amperage of service)</p> <p>For each 100 amp. or fractional part</p>   | 6.45          |
| 3.  | <p>FEEDERS</p> <p>Includes feeders to panels, M.C.C., switchboards, generators, automatic transfer switches, etc.</p> <p>Each feeder</p>   | 17.18         |
| 4.  | <p>AGRICULTURAL SERVICE (permanent)</p>  | 130.00        |
| 5.  | <p>TEMPORARY SERVICE FOR CONSTRUCTION</p> <p>Per service</p>   | 130.00        |
| 6.  | <p>CONSTRUCTION FIELD OFFICE SERVICE</p> <p>Per service</p>  | 171.74        |
| 7.  | <p>MOBILE HOME OR RV SERVICE (residential)</p> <p>Per service</p>  | 130.00        |
| 8.  | <p>TEMPORARY SERVICE TEST (commercial only)</p> <p>Equipment and service (30 day limit) per service</p>  | 130.00        |
| 9.  | <p>RESIDENTIAL WIRING</p> <p>(New construction of Single Family Residence, Duplex and living units of Group H (SFBC) or R-1 (FBC). Applies to all electrical installations except common areas, parking lot areas and/or buildings and house service of Group H or R).</p> <p>For new construction and additions for each square foot of floor area</p> <p>Alterations or repairs per \$1.00 estimated cost or fractional part</p> | 0.10<br>0.058 |
| 10. | <p>ALL OTHER WIRING AND OUTLETS</p> <p>Common areas of Group H (SFBC) or R-1 (FBC) include corridors, public lounges, pumps, A/C (public area), lights, outlets, and house and emergency service, etc. These areas and all other commercial wiring shall be subject to the fees below:</p>   |               |
| a)  | <p>Boxes, receptacles, switches, sign, fractional motor, fans, low voltage outlets, empty outlets for telephone, CATV, each outlet, and 110 volt smoke detector, each outlet box</p>   | 2.30          |



|     |  |                       |
|-----|--|-----------------------|
| b)  | Special outlets  | 10.03                 |
| c)  | Commercial equipment (KWA rated), x-ray outlets, commercial cooking equipment, presses, generators, transformers (permanently connected)<br>For each 10 KW or fractional part (Residential and Commercial)   | 10.03                 |
| d)  | Motors installed, repaired or replaced (fractional already covered on general outlets)<br>Each motor   | 12.89                 |
| e)  | Air conditioning and refrigeration system (new work). Applies to commercial, residential, agricultural and industrial. Covers related work, except wall or window units which are covered under special outlets. Per ton   | 8.59                  |
| f)  | Electrical equipment – replacement (existing facilities)<br>Switchboards, M.C.C., panels, control boards (for each board)  | 28.63                 |
| 11. | <b>LIGHTING FIXTURES</b><br>Common areas of Group H include corridors, public lounges, pumps, A/C (public area), lights, outlets, and house and emergency service, etc. These areas and all other commercial wiring shall be subject to the fees below:<br><br>Floodlights, spotlights, parking lights, tennis court lights, fluorescent and incandescent fixtures, etc. |                       |
| a)  | Per fixture  | 2.30                  |
| b)  | Plugmold, light track, and neon strips. Each 5 feet or fractional part<br>Residential and Commercial   | 4.45                  |
|     | Light pole (Single Family Residence or Duplex) per pole  | 14.31                 |
|     | Light pole (commercial) per pole   | 21.48                 |
| 12. | <b>SIGNS &amp; ARCHITECTURAL FEATURES (Indoor Neons)</b><br>Per square foot of sign<br>Repairs and re-connection each<br>Neon strips each 5 foot or fractional part  | 1.41<br>84.44<br>2.86 |
| 13. | <b>TEMPORARY WORK ON CIRCUSES, CARNIVALS, FAIRS, CHRISTMAS TREE LOTS, FIREWORKS, TENTS, ETC.</b><br><br>Per ride or structure  | 71.56                 |
| 14. | <b>FIRE DETECTION SYSTEM</b><br>(Needs category 04 processing)<br>Includes fire alarm systems, halon, etc. Does not include single 100-volt residential detectors.<br>Per system (for new and upgrades)<br>Repairs and additions to existing systems per system.   | 178.90<br>85.88       |

|     |  |        |
|-----|--|--------|
| 15. | <p>MASTER TELEVISION ANTENNA AND RADIO SYSTEM<br/> Does not include CATV and telephone empty conduit system.<br/> Does include free wiring or same.<br/> Master control</p>  | 28.63  |
|     | Each device  | 1.71   |
| 16. | <p>BURGLAR ALARM SYSTEM</p> <p>Installation wiring<br/> Residential and Commercial</p> <p>Installation devices</p> <p>Complete system</p> <p>Repair, per system</p>  | 64.41  |
|     |  | 64.41  |
|     |  | 128.81 |
|     |  | 64.41  |
| 17. | <p>INTERCOM SYSTEM</p> <p>Includes residential, nurse call, paging, etc.<br/> Each new system – Single Family Residence or Duplex<br/> Other groups<br/> Repair each system</p>  | 85.88  |
|     |  | 128.81 |
|     |  | 85.88  |
| 18. | <p>ENERGY MANAGEMENT SYSTEM</p> <p>Per floor<br/> Repair per floor</p>   | 150.28 |
|     |  | 85.88  |
| 19. | <p>SWIMMING POOLS, ELECTRICAL</p> <p>Fee based on cumulative cost of the following components:</p> <p>a) Residential pool or spa (Single Family Residence or Duplex)<br/> (includes motor and pool lights)</p> <p>b) Residential combination pool/spa (includes motors and pool lights)</p> <p>c) Commercial and multi-family dwelling pool or spa</p> <p>d) Commercial, multi-family dwelling combination pool/spa</p> <p>Repair residential (Single Family Residence or Duplex) pool</p> <p>Repair commercial pool</p> | 85.88  |
|     |  | 128.81 |
|     |  | 200.36 |
|     |  | 271.93 |
|     |  | 85.88  |
|     |  | 200.36 |
| 20. | <p>FREE STANDING SERVICE – New meter and service (requires<br/> processing)<br/> – per service</p> <p>Includes lift stations, sprinkler systems, street lighting, parking lots,</p>  | 128.81 |

etc., that require new service with separate meter.

|     |  |        |
|-----|--|--------|
| 21. | CONDUIT DUCTBANK – PER LINEAR FOOT<br>Residential and Commercial | 2.59   |
| 22. | GROUND WIRE FOR SCREEN BONDING – PER INSTALLATION                | 85.88  |
| 23. | UNDERGROUND MANHOLES   | 143.11 |

**E. MECHANICAL PERMIT FEES**

Permits by professional certification (permits by affidavit) for the following described activities will be charged half the regular permit fee, except for the minimum fee, which will remain the same.

|    |   |        |
|----|---|--------|
| 1. | MINIMUM MECHANICAL PERMIT FEE<br>Except as otherwise specified<br>(This minimum does not apply to add-on mechanical permits issued as supplementary to current outstanding permits for the same job.)                   | 130.00 |
| 2. | MECHANICAL SINGLE FAMILY RESIDENCES AND DUPLEXES<br>(GROUP I or R-3 INCLUDES CATEGORIES 03, 10 AND 41)<br>New construction per square foot  | 0.10   |
|    | Additions to Single Family Residences or Duplex per square foot   | 0.10   |
| 3. | AIR CONDITIONING AND REFRIGERATION, INCLUDING THE RELOCATION OF EQUIPMENT<br>Separate permits are required for electrical, water and gas connections<br>For each ton capacity or fractional part thereof                | 21.48  |
| 4. | FURNACES AND HEATING EQUIPMENT, INCLUDING COMMERCIAL DRYERS, OVENS AND OTHER FIRED OBJECT NOT ELSEWHERE CLASSIFIED<br>(Includes all component parts of the system except fuel and electrical lines.)<br><br>For each KW | 4.30   |
| 5. | STORAGE TANKS FOR FLAMMABLE LIQUIDS<br>Per Tank   | 214.68 |
| 6. | INTERNAL COMBUSTION ENGINES<br>Stationary – each  | 107.34 |

|    |   |        |
|----|---|--------|
| 7. | COMMERCIAL KITCHEN HOODS<br>Each                          | 178.90 |
| 8. | OTHER FEES  |        |
|    | Fire chemical halon and spray booths for each. Per system | 150.28 |
|    | Ductless fan each   | 42.94  |
|    | Pneumatic Tube Conveyor System                            |        |
|    | For each \$1,000 or fractional part of contract cost      | 15.04  |
|    | Pressure Process Piping                                   |        |
|    | For each \$1,000 or fractional part of contract cost      | 15.04  |
|    | Air Conditioning Duct Work                                |        |
|    | For each \$1,000 or fractional part of contract cost      | 15.04  |
|    | Cooling Tower   |        |
|    | For each \$1,000 or fractional part of contract cost      | 15.04  |

**F. BOILERS AND PRESSURE VESSELS**

Installation permit fees (including initial inspections and certificate).  
Does not include installation or connection of fuel and water lines.

|    |   |        |
|----|---|--------|
| 1. | BOILERS   |        |
|    | The following fees apply to each boiler to be installed:  |        |
|    | Boilers less than 837 MBTU - each   | 107.34 |
|    | Boilers 837 MBTU to 6,695 MBTU - each   | 128.81 |
|    | Boilers 6,695 MBTU and up - each  | 178.90 |
|    | Steam driven prime movers - each  | 85.88  |
|    | Steam actuated machinery - each   | 85.88  |
|    | Unfired pressure vessels (operating at pressures in excess of 60<br>PSI and having volume of more than 5 cubic feet),<br>each pressure vessel | 107.34 |
|    | Boiler repair for each \$1,000 or fractional part of contract cost  | 15.04  |
| 2. | FEES FOR PERIODIC RE-INSPECTIONS  |        |
|    | Steam boilers (annual) - each   | 178.90 |
|    | Hot water boilers (annual) - each   | 74.43  |
|    | Unfired pressure vessels (annual) - each  | 65.84  |
|    | Miniature boilers (annual) - each   | 65.76  |
|    | Certificate of inspection (where inspected by insurance company) -<br>each  | 107.34 |
|    | Shop inspection of boiler or pressure vessels per completed vessel  | 107.34 |
|    | Insulation  |        |
|    | For each \$1,000 or fractional part of contract cost  | 15.04  |
|    | Mechanical Ventilation  |        |

|  |       |
|--|-------|
| For each \$1,000 or fractional part of contract cost | 15.04 |
| Ductless Ventilation                                 |       |
| For each \$1,000 or fractional part of contract cost | 15.04 |

**G. COST OF PUBLICATIONS AND RECORDS**

|    |   |       |
|----|---|-------|
| 1. | COPIES OF DEPARTMENTAL RECORDS  |       |
|    | Plan reproductions from microfilm - per sheet   | 6.25  |
|    | Reproduced records - per page   | 0.19  |
|    | Double sided copies - per page  | 0.25  |
|    | Certified copies - per page   | 1.25  |
|    | Notary public service - per page  | 1.25  |
|    | Research and ordering plans per address or permit number  | 18.75 |
|    | Open permit search per address or folio (additionally a fee of \$1.25 per page will be charged for certification or records). | 43.75 |

**H. ANNUAL FACILITY PERMIT FEES**

In accordance with provisions of the Florida Building Code and Chapter 10 of the Code of Miami-Dade County, each firm or organization in Miami-Dade County which performs its own maintenance work with certified maintenance personnel in Factory-Industrial (group F) Facilities, as well as helpers there under, may pay to Miami-Dade County an annual Master and Subsidiary Facility Permit (Premise Permit) – fee in lieu of other fees for maintenance work. Such fee shall be paid to the Building Department and such permit shall be renewed annually at a fee which is calculated in accordance with the provisions of this subsection.

|    |   |          |
|----|---|----------|
| 1. | CALCULATION OF THE INITIAL MASTER FACILITY PERMIT FEE   |          |
|    | Each firm or organization which obtains an annual master facility permit shall include in their application for such permit the total number of maintenance personnel, including helpers and trainees thereunder, assigned to building, electrical, plumbing or mechanical work. The Master Facility Permit (Premise Permit) Fee shall be computed by multiplying the total number of such employees times the fee. |          |
|    | Master Facility Permit Fee (Multiply number of employees by fee)  | 71.56    |
|    | Minimum Master Facility Permit Fee  | 1,352.43 |
| 2. | CALCULATION OF THE INITIAL SUBSIDIARY FACILITY PERMIT FEE   |          |
|    | Each firm or organization which utilizes decentralized locations in addition to the main location described under Point 1 above, may  |          |

additionally apply for a Subsidiary Facility Permit (Premise Permit) for each such decentralized location. Such application for a Subsidiary Facility Permit (Premise Permit) shall include the same information required in Point 1 above.  
 Subsidiary Facility Permit Fee (multiply number of employees by fee) 71.56

Minimum Subsidiary Facility Permit Fee 379.25

3. RENEWAL OF FACILITY PERMIT

Prior to each Facility Permit expiration, the holder will be sent a renewal notice to continue the Premise Permit for the next renewal period. The calculation of the renewal Premise Permit fee shall be the same as the method used to calculate the original Facility Permit fee. No allowances shall be made for late renewal fees or part year renewal fees.

**I. 40 YEAR RECERTIFICATION FEES**

For every application for 40 year recertification under Chapter 8 of the Miami-Dade County Code, there shall be paid to the Building Department, a fee for processing each application 375.00

For every application for subsequent recertification at 10-year intervals thereafter, there shall be paid to the Building Department a fee for processing each application 375.00

For every extension request for 40 year recertification (or subsequent 10-year interval recertification) under Chapter 8 of the Miami-Dade County Code there shall be a fee paid to the Building Department 62.50

Recording Fees: as established by the Clerk of the Court (Recorder).

**J. STRUCTURAL GLAZING SYSTEMS RECERTIFICATION FEES**

For the initial application for structural glazing recertification and each subsequent application under Chapter 8 of the Miami-Dade County Code there shall be paid to the Building Department an application-processing fee 354.33

**K. ENFORCEMENT FEES**

Case processing fee, each (Unsafe Structures) 500.90

Pictures - each 2.86

Inspection Fee 157.43

Re-inspection Fee 107.34

Posting of Notices, each 50.10

Unsafe Structures Board Processing Fee 178.90

Title Search Actual Cost

|   |             |
|---|-------------|
| Court Reporting                                 | Actual Cost |
| Legal Advertisement                             | Actual Cost |
| Permit Fees                                     | Actual Cost |
| Lien/Recordation/Cancellation of Notices - each | Actual Cost |
| Bid Processing Fee                              | 143.11      |
| Demolition/Secure Services                      | Actual Cost |
| Asbestos Sampling and Abatement                 | Actual Cost |
| Corporate Information                           | 28.63       |
| Extension Fee                                   | 150.00      |

***L. CERTIFICATE OF OCCUPANCY (CO) AND CERTIFICATE OF COMPLETION – BUILDING DEPARTMENT***

|   |       |
|---|-------|
| The following fees shall be paid for all uses. All structures are issued permanent Certificated of Occupancy or Completion which shall remain valid for an unlimited time, unless revoked for cause, or abandoned, provided there is no change of occupancy, or that there is no enlargement, alteration, or addition in the use or structure | 49.88 |
| Temporary Certificate of Completion or Occupancy (Building)   | 49.88 |

TAB 7





Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** November 19, 2008  
**Re:** **Approval of Site Plan for Saga Bay Park**

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING APPROVAL OF THE SITE PLAN FOR SAGA BAY PARK LOCATED AT 7900 SW 205 STREET, CUTLER BAY, FLORIDA; AUTHORIZING THE TOWN MANAGER TO TAKE THE STEPS NECESSARY TO INITIATE THE CONSTRUCTION OF FUNDED PARK IMPROVEMENTS AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

The Parks and Recreation Advisory Committee has spent many months discussing the parks in Cutler Bay, and assisting in determining the best use of the parks, leading to the Town's Parks Master Plan process. The Committee has discussed the development of Saga Bay Park on many occasions, and has endorsed the development of the park in keeping with the attached site plan that includes the addition of two tennis courts, lighting the four tennis courts, a new parking lot, new restroom building, new playground equipment and a shade structure over the playground equipment.

In September 2007, the Parks and Recreation Department submitted a grant application to the Florida Department of Environmental Protection (DEP) for the Florida Recreation Development Assistance Program (FRDAP) for funding to complete improvements at Saga Bay Park. As part of the application process, the Town was required to conduct a number of public meetings, prior to submitting the application, for the purpose of discussing the proposed improvements. The required meetings were conducted on July 31, 2007, August 6, 2007 and August 7, 2007. On July 16, 2008 the Town Council adopted Resolution # 08-39 approving the FRDAP funding in the amount of \$135,500 for Saga Bay Park improvements. In addition, the Town Council adopted Resolution # 08-45 authorizing the acceptance of a State Legislative appropriation in the amount of \$200,000 to complete the above-mentioned improvements to Saga Bay Park.

We believe that these improvements to Saga Bay Park will result in a much more useful park for the Town's residents, and increase recreational opportunities for children and adults in the community.

### RECOMMENDATION

We recommend that the attached resolution be adopted authorizing the approval of the site plan for Saga Bay Park and authorizing the Town Manager to take the necessary steps to initiate the construction of the funded improvement projects.

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING APPROVAL OF THE SITE PLAN FOR SAGA BAY PARK LOCATED AT 7900 SW 205 STREET, CUTLER BAY, FLORIDA; AUTHORIZING THE TOWN MANAGER TO TAKE THE STEPS NECESSARY TO INITIATE THE CONSTRUCTION OF FUNDED PARK IMPROVEMENTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council-appointed Parks and Recreation Advisory Committee has provided much input into the development of the Town's parks, and in particular the development of Saga Bay Park as an active "athletic" park; and

**WHEREAS**, the Parks and Recreation Advisory Committee has endorsed the development of Saga Bay Park in keeping with the site plan as developed for the Parks Master Plan; and

**WHEREAS**, the Town Council has adopted Resolution # 08-39 authorizing the acceptance of a Florida Recreation Development Assistance Program (FRDAP) grant in the amount of \$135,500 for Saga Bay Park improvements; and

**WHEREAS**, the Town Council has adopted Resolution # 08-45 authorizing the acceptance of a State Legislative Appropriation in the amount of \$200,000 for Saga Bay Park improvements.

**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.**     **Site Plan Approved.** The Saga Bay Park Site Plan attached hereto as Exhibit "A," is hereby approved.

**Section 3.**     **Town Manager Authorized.** The Town Manager is authorized to take the necessary steps to initiate the construction of the funded improvement projects at Saga Bay Park on behalf of the Town.

**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 LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:

\_\_\_\_\_  
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    | _____ |



# Saga Bay Park

## Parks Masterplan

CUTLER BAY, FLORIDA



URBAN RESOURCE GROUP  
A DIVISION OF KIMLEY-HORN AND ASSOCIATES, INC.

TAB 8

**RESOLUTION NO. 08-\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING THAT A PUBLIC TRANSPORTATION MUNICIPAL COALITION BE CREATED FOR THE MUNICIPALITIES OF THE VILLAGE OF PINECREST, VILLAGE OF PALMETTO BAY, CITY OF HOMESTEAD AND CITY OF FLORIDA CITY FOR THE IMPROVEMENT OF PUBLIC TRANSPORTATION IN THE SOUTHERN MUNICIPAL REGION OF MIAMI-DADE COUNTY; PROVIDING FOR AN APPOINTMENT PROCEDURE FOR MEMBERS OF THE COALITION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") is desirous of creating a public transportation municipal coalition to improve the public transportation system that operates from Kendall Drive (88<sup>th</sup> Street) to the southern end of Miami-Dade County, which includes the municipalities of the Village of Pinecrest, Village of Palmetto Bay, Town of Cutler Bay, City of Homestead, and City of Florida City; and

**WHEREAS**, the Town is seeking support to create a coalition from all municipalities located from Kendall Drive (88<sup>th</sup> Street) to the southern end of Miami-Dade County to determine the best solution for improving our public transportation system; and

**WHEREAS**, transportation infrastructures plays a vital role in the strength of any city's economy; and

**WHEREAS**, the Town Council deems it beneficial to establish a unified coalition to advise Miami-Dade County as to the desires of the affected communities; and

**WHEREAS**, Councilmember Timothy Meerbott has volunteered to serve as the Town's representative for the coalition, as he has particular interest in the improvement of public transportation for the Town.

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

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

**Section 2. Request of Municipalities.** The Town Council hereby respectively requests that each municipality addressed in this Resolution adopt a similar resolution.

**Section 3. Appointments to the Coalition.** This coalition shall consist of five (5) individuals with each of the municipalities named in this Resolution appointing one

representative from each of their respective elected governing bodies. The Town Council hereby appoints Councilmember Timothy Meerbott to represent the Town on this coalition.

**Section 3. Transmittal to Municipalities.** The Town Clerk is hereby authorized to mail a certified copy of this adopted Resolution to each of the municipalities that have been named in this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its 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:

\_\_\_\_\_  
MITCHELL BIERMAN, ESQ.  
Town Attorney

FINAL VOTE AT ADOPTION:

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

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

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

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

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

TAB 9



**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REQUESTING THAT THE 2009 FLORIDA LEGISLATURE EQUALIZE FUNDING BASED ON POPULATION TO PROVIDE EACH REGION OF FLORIDA, INCLUDING SOUTH FLORIDA, ITS FAIR SHARE OF STATE FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature recently approved a state budget for fiscal year 2008-2009 of approximately \$66 billion; and

**WHEREAS**, the State's fiscal year 2008-2009 budget cut approximately \$5 billion from the previous year's budget of more than \$71 billion; and

**WHEREAS**, it has long been the public perception that the residents of Miami-Dade, Broward, and Palm Beach Counties pay more taxes to the State of Florida than these counties get back in state programs and services; and

**WHEREAS**, a recent study of the Miami Herald concluded that the people of Miami-Dade and Broward Counties sent over \$7.15 billion in tax revenues to Tallahassee annually, yet only received \$6.69 billion back in services and programs, resulting in a difference of \$460 million, an amount equal to \$144 for every adult in the two counties; and

**WHEREAS**, including Palm Beach County to this analysis likely would bring the annual difference to more than half a billion dollars between what the people of Miami-Dade, Broward, and Palm Beach counties contribute in tax revenue to the State of Florida compared with what the residents of these three counties receive back in state services and programs; and

**WHEREAS**, the Town Council of the Town of Cutler Bay, Florida (the "Town") believes that equitable distribution of state funding based on population, as set forth herein, is in the best interest of the citizens and residents of the Town.

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

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

**Section 2. Requests.** The Town of Cutler Bay (the "Town") hereby requests that the 2009 Florida Legislature provide each region of the State of Florida, including South Florida, its fair share of state funding based on population.

**Section 3. Transmittal.** That the Town Clerk is hereby directed to transmit copies of this Resolution to the Governor of the State of Florida, the President of the Florida Senate, the Speaker of the Florida House, the Mayor and Members of the Broward County Board of County Commissioners, the Chair and Members of the Palm Beach County Board of County Commissioners, and the Mayors, Chairs, and Members of the governing bodies of the municipalities within Miami-Dade, Broward, and Palm Beach Counties.

**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 \_\_\_\_\_

TAB 10

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO CREATING MANAGED LANES ON PART OF THE U.S. HIGHWAY 1 BUSWAY; REQUESTING THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) TO CONTINUE TO STUDY SUCH A PLAN, BY PLACING THE NEXT LEVEL OF ANALYSIS IN THE 2009 LONG RANGE TRANSPORTATION PLAN, SO THAT ANY FATAL FLAWS CAN BE DISCOVERED AND COMMUNICATED WITH THE STAKEHOLDERS; AND TO INCLUDE STAFF AND AT LEAST ONE ELECTED OFFICIAL FROM ALL MUNICIPALITIES CONTIGUOUS TO THE PROPOSED TOLL LANE AREAS, INCLUDING BUT NOT LIMITED TO THE VILLAGE OF PINECREST, VILLAGE OF PALMETTO BAY, TOWN OF CUTLER BAY, CITY OF HOMESTEAD AND CITY OF FLORIDA CITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Miami-Dade County Metropolitan Planning Organization (MPO), has the goal of planning transportation facilities and services that are integrated and efficient while providing effective community participation; and

**WHEREAS**, the MPO undertook a study at the request of Miami-Dade County Commissioner Moss to examine the feasibility of “selling” excess capacity along the U.S. 1 Busway as a method of paying for the eventual extension of Metrorail; and

**WHEREAS**, through this request a study was undertaken by the MPO that looked at a number of options for the development of managed lanes in the Busway right-of-way; and

**WHEREAS**, the first priority of the study was to improve bus operations along the Busway; and

**WHEREAS**, the second priority was to increase the person carrying capacity of the corridor and the final priority was to provide financing for future transit improvements; and

**WHEREAS**, the MPO worked in close conjunction with Miami-Dade Expressway Authority (MDX), and the results of the study will be presented to the MPO Board at their December 2008 meeting; and

**WHEREAS**, the MDX Board is not being asked to select an alternative at this time; and

**WHEREAS**, if the MDX Board is interested in moving forward then MDX will initiate more detailed studies, that could lead to the development of implementation plans; and

**WHEREAS**, the Town Council asks that the Miami-Dade County Board of County Commissioners, the MPO, and MDX review any proposed plan relating to a proposed US-1 toll lanes project carefully; and

**WHEREAS**, Town Council asks that a thorough study be done before proceeding, and request that municipal staff and at least one elected official from all municipalities contiguous to the proposed toll lanes, including, but not limited to, the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, City of Homestead, and City of Florida City participate in any study.

**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. Respectively Request of Miami Dade County and the MPO.** The Town Council hereby respectively requests that the Board of County Commissioners and the County Metropolitan Planning Organization (MPO) continue to study the managed lanes in the U.S. 1 Busway right-of-way, and to include the next level of analysis for the managed lanes in the U.S. 1 Busway right-of-way within the 2009 Long Range Transportation Plan. In addition, the Town Council further respectively requests that municipal staff and at least one elected official from all municipalities contiguous to the proposed toll lanes, including, but not limited to, the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, City of Homestead, and City of Florida City participate in any study.

**Section 3. Transmittal.** The Town Clerk is hereby authorized to transmit this Resolution to the Miami-Dade County Mayor and Board of County Commissioners, the Miami-Dade County Metropolitan Planning Organization (MPO), and the Miami-Dade County Transportation Agency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its 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 \_\_\_\_\_

**ADD-ON**



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Steven J. Alexander  
Town Manager

## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 19, 2008

Re: A Resolution Approving the State of Florida Grant Assistance Agreement No. S0419.

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### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE OF FLORIDA GRANT ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR SOURCE REDUCTION PROGRAMS (S0419) AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

During the 2008 State Legislative Session, Town Staff submitted a General Appropriation. Community funding request for: Town-wide Source Reduction Programs, in the amount of \$100,000. The Town's funding request was awarded and funded through the 2008-2009 General Appropriation Act. The proposed Source Reduction Programs will be implemented through the following categories: hosting home composting/recycling workshops, Town Hall and Parks source reduction procedures/programs, and distribution of public educational materials.

The Source Reduction Program is comprised of five (5) separate tasks:

1. Development of a Town Facility Recycling Program
2. Collection and Transfer Services
3. Recycling Awareness Campaigns
4. Printing and outreach materials
5. Delivery of outreach materials

### RECOMMENDATION

It is recommended that the Town Council approve the attached Resolution authorizing the Town Manager to execute the State of Florida Grant Assistance Agreement No. S0419.



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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE STATE OF FLORIDA GRANT ASSISTANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF CUTLER BAY FOR SOURCE REDUCTION PROGRAMS (S0419) AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) has submitted a legislative funding request application through the Miami-Dade County Legislative Delegation in the amount of \$100,000 for Town-wide Source Reduction Programs; and

**WHEREAS**, the Department of Environmental Protection (DEP) has notified the Town that it has been awarded a grant to be funded by the Florida Legislature during the State’s 2008-2009 fiscal year pursuant to line item 1819-General Appropriations Act; and

**WHEREAS**, the Town will receive funding in the amount of \$100,000 for Source Reduction Programs, as described in Exhibit “A”.

**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. Agreement Approved.** The FDEP Project Agreement Number S0419 for Source Reduction Programs attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Town Manager Authorized.** The Town Manager is authorized to execute the Legislative Project Grant Agreement (S0419) on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of November 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 \_\_\_\_\_

AGREEMENT NO. S0419

STATE OF FLORIDA  
GRANT ASSISTANCE  
PURSUANT TO LINE ITEM 1819 OF THE 2008-2009 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the TOWN OF CUTLER BAY, whose address is 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189 (hereinafter referred to as "Grantee" or "Recipient"), a unit of local government, to provide financial assistance for the Cutler Bay Source Reduction Project.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.
2. This Agreement shall begin upon execution by both parties and end no later than eighteen (18) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
  - A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$100,000.00. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.
  - B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Travel will not be reimbursed under the terms and conditions of this Agreement.
  - C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall submit Attachment B, Payment Request Summary Form, in conjunction with quarterly progress reports. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
10.
  - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
  - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
14. The Department's Grant Manager for this Agreement is identified below.

|  |  |
|--|--|
| Irene Gleason                                  |  |
| Florida Department of Environmental Protection |  |
| Bureau of Solid and Hazardous Waste            |  |
| 2600 Blair Stone Road                          |  |
| Tallahassee, Florida 32399-2400                |  |
| Telephone No.:                                 | (850) 245-8753   |
| Fax No.:                                       | (850) 245-8811   |
| E-mail Address:                                | <a href="mailto:Irene.gleason@dep.state.fl.us">Irene.gleason@dep.state.fl.us</a> |

15. The Grantee's Grant Manager for this Agreement is identified below.

|                                      |  |
|--------------------------------------|--|
| Rafael Casals                        |  |
| Town of Cutler Bay                   |  |
| Department of Public Works           |  |
| 10720 Caribbean Boulevard, Suite 105 |  |
| Cutler Bay, Florida 33189            |  |
| Telephone No.:                       | (305) 234-4262   |
| Fax No.:                             | (305) 234-4251   |
| E-mail Address:                      | <a href="mailto:rcasals@cutlerbay-fl.gov">rcasals@cutlerbay-fl.gov</a> |

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
19. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment E, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
  - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
  - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
  - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
21.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

TOWN OF CUTLER BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
DEP Grant Manager

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

FEID No.: 02-0768791

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

| Specify Type      | Letter/ Number | Description (include number of pages)         |
|-------------------|----------------|---|
| <u>Attachment</u> | <u>A</u>       | <u>Grant Work Plan (3 Pages)</u>              |
| <u>Attachment</u> | <u>B</u>       | <u>Payment Request Summary Form (2 Pages)</u> |
| <u>Attachment</u> | <u>C</u>       | <u>Progress Report Form (2 Pages)</u>         |
| <u>Attachment</u> | <u>D</u>       | <u>Special Audit Requirements (5 Pages)</u>   |
| <u>Attachment</u> | <u>E</u>       | <u>Property Reporting Form (1 Page)</u>       |

**ATTACHMENT A  
GRANT WORK PLAN**

**Project Title:** *Town of Cutler Bay Source Reduction Programs*

**Project Location:** *Town of Cutler Bay – Located within Miami-Dade County*

**Project Background:**

The Town of Cutler Bay has a diverse population of over 41,000 and is located in the southeast corner of Miami-Dade County and is approximately 10 square miles in size. The Town delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

The United Nation's top scientists agree that global warming could have serious consequences for the planet over the upcoming decades. This is of special concern to South Florida as increased ocean levels, rising temperatures, increased weather variability and high gas prices could jeopardize the region's economic future, which is heavily dependent upon tourism and agriculture. To demonstrate commitment to this growing issue, Mayor Vrooman has signed the U.S. Mayors Climate Protection Agreement. One of the many ways to keep the commitment for the "Climate Protection Agreement" is to:

Implement Source Reduction Programs: ➤ Home composting workshops, ➤ In-office source reduction, ➤ Public educational materials.

Residential recycling is currently provided by Miami-Dade Department of Solid Waste Management (DSWM). The contract with the DSWM currently accepts newspaper, corrugated cardboard, aluminum, ferrous metals, glass containers, plastic, household batteries, and telephone books.



Commercial facility recycling (office buildings, restaurants, industrial facilities, etc.) does not have a common provider and needs programmatic education and facilitation from a governmental facility. Outreach marketing campaign will target these commercial establishments and educate/ promote feasible recycling programs.

### **Project Description:**

**TASK 1:** Development of a Town Facility Recycling Program - Town Staff & consultant will conduct a “self assessment” for all Town Department. The “self assessment” report will provide existing practices and develop Source Reduction Programs for all aspects/functions. Final recommendation report will be submitted to Town Manager for project implementation by each affected department.

**TASK 2:** Collection and Transfer Services - Town Staff/consultants will develop an action plan for both residential & commercial businesses to recycle by placing specific material collection dumpsters on Town property and/or Public parking areas. Residents/businesses will be able to increase participation in Town’s Recycling Program. Additionally, web-based and newsletter surveys will be conducted, requesting recommendations on how to better implement “public places” recycling programs.

**TASK 3:** Recycling Awareness Campaign - Town Staff/consultants will coordinate with marketing firm to develop the following public awareness campaign:

- Web-based Promotional Campaign
- Special recycling awareness insert in Town’s newspapers
- Purchase advertising space in local/community newspapers
- Public workshops (both residential& commercial)

**TASK 4:** Printing & Outreach Material - Upon final approval of “Recycling Awareness Campaign” slogan/logo several outreach

publications will be distributed to residents, businesses, area schools, business associations, Chamber of Commerce, etc. Materials will include but, not limited to written brochures, educational coloring books, posters and other marketing materials.

**TASK 5:** Delivery of Outreach Material - Direct mailing of “Recycling Awareness Campaign” materials to households, business, and Town’s kiosks stands. Bulk mailing will be provided to deliver outreach material. Town staff will distribute outreach materials at local business establishments, during peak shopping hours.

**Project Tasks/Deliverables:**

| <b>Task No.</b> | <b>Task Title</b>                                | <b>Start</b>           | <b>Complete</b>          | <b>Deliverable</b>   | <b>Deliverable Due Dates</b> |
|-----------------|--|------------------------|--------------------------|--|------------------------------|
| 1               | Development of a Town Facility Recycling Program | Execution of Agreement | 8 months from execution  | Self Assessment Report                                     | 9 months from execution      |
| 2               | Collection and Transfer Services                 | Execution of Agreement | 11 months from execution | Action Plan and Survey Results                             | 12 months from execution     |
| 3               | Recycling Awareness Campaign                     | Execution of Agreement | 14 months from execution | Website Links, Newspaper Ads, Workshop Agendas and Minutes | 15 months from execution     |
| 4               | Printing & Outreach                              | Execution of           | 16 months                | Copies of Outreach   | 17 months from               |

|   |                              |                        |                          |   |                          |
|---|------------------------------|------------------------|--------------------------|---|--------------------------|
|   | Material                     | Agreement              | from execution           | and Marketing Materials   | execution                |
| 5 | Deliver of Outreach Material | Execution of Agreement | 18 months from execution | Provide number of outreach materials sent and who received them | 19 months from execution |

**Project Budget:**

| Budget Category          | DEP Funding Amount | Matching Funds and Source |                 |
|--------------------------|--------------------|---------------------------|-----------------|
|                          |                    | Funding Amount            | Source of Funds |
| Salaries:                |                    |                           |                 |
| Fringe Benefits:         |                    |                           |                 |
| Travel:                  |                    |                           |                 |
| Contractual Services:    | \$55,000           |                           |                 |
| Equipment Purchases:     | \$12,500           |                           |                 |
| Supplies/Other Expenses: | \$32,500           |                           |                 |
| Land:                    |                    |                           |                 |
| Indirect:                |                    |                           |                 |
| Total:                   | \$100,000          |                           |                 |
| Total Funding Amount:    | \$100,000          |                           |                 |
|                          |                    |                           |                 |

**Project Budget Narrative:**

**Contractual Services:** The consultant will help conduct the self-assessment, help develop the action plan, and help coordinate with the marketing firm to develop a public awareness campaign.

**Equipment Purchases:** Up to 8 Outdoor Recycling Stations (heavy-duty steel, fire resistant, 4 openings and compartments for receiving recyclables) @ \$1,600 (estimated)

**Supplies/Other Expenses:** printing and distribution of promotional materials such as written brochures, educational coloring books, posters and other marketing materials; contracting with a marketing firm to develop a public awareness campaign; and purchasing advertising space in local/community newspapers.

**Total Budget by Task:**

| Task           |  | DEP Funding | Matching Funds and Source |                 |
|----------------|--|-------------|---------------------------|-----------------|
|                |  |             | Matching Funds            | Source of Funds |
| 1              | Development of a Town Facility Recycling Program | \$25,000    |                           |                 |
| 2              | Collection and Transfer Services                 | \$12,500    |                           |                 |
| 3              | Recycling Awareness Campaign                     | \$25,000    |                           |                 |
| 4              | Printing & Outreach Material                     | \$32,000    |                           |                 |
| 5              | Deliver of Outreach Material                     | \$5,500     |                           |                 |
| Total:         |  | \$100,000   |                           |                 |
| Project Total: |  | \$100,000   |                           |                 |

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**ATTACHMENT B  
PAYMENT REQUEST SUMMARY FORM**

**Grantee:** \_\_\_\_\_

**Grantee's Grant Manager:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Payment Request No.:** \_\_\_\_\_

**DEP Agreement No.:** S0419

**Date Of Request:** \_\_\_\_\_

**Performance Period:** \_\_\_\_\_

**Amount Requested:** \$ \_\_\_\_\_

**Percent Matching Required:** \_\_\_\_\_

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

| CATEGORY OF EXPENDITURE                   | AMOUNT OF THIS REQUEST | TOTAL CUMULATIVE PAYMENTS | MATCHING FUNDS | TOTAL CUMULATIVE MATCHING FUNDS |
|---|------------------------|---------------------------|----------------|---------------------------------|
| Salaries                                  | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| Fringe Benefits                           | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| Travel (if authorized)                    | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| <b>Subcontracting:</b>                    |                        |                           | \$N/A          | \$N/A                           |
| Contractual Services                      | \$                     | \$                        | \$N/A          | \$N/A                           |
| Design                                    | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| Construction                              | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| Equipment Purchases                       | \$                     | \$                        | \$N/A          | \$N/A                           |
| Supplies/Other Expenses                   | \$                     | \$                        | \$N/A          | \$N/A                           |
| Land                                      | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| Indirect                                  | \$N/A                  | \$N/A                     | \$N/A          | \$N/A                           |
| <b>TOTAL AMOUNT</b>                       | \$                     | \$                        | \$N/A          | \$N/A                           |
| <b>AGREEMENT AMOUNT</b>                   | \$                     |                           | \$             |                                 |
| <b>Less Total Cumulative Payments of:</b> | \$                     |                           | \$             |                                 |
| <b>TOTAL REMAINING IN GRANT</b>           | \$                     |                           | \$             |                                 |

**GRANTEE CERTIFICATION**

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

|                                     |                        |
|-------------------------------------|------------------------|
| _____                               | _____                  |
| Grantee's Grant Manager's Signature | Grantee's Fiscal Agent |
| _____                               | _____                  |
| Print Name                          | Print Name             |
| _____                               | _____                  |
| Telephone Number                    | Telephone Number       |

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address that you want the state warrant sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE OF REQUEST:** This is the date you are submitting the request.

**AMOUNT REQUESTED:** This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the invoice period.

**PERCENT MATCHING REQUIRED:** Enter your match requirement here.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

**"TOTAL CUMULATIVE PAYMENTS" COLUMN:** Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE CERTIFICATION:** Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

**NOTE:** If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

ATTACHMENT C

PROGRESS REPORT FORM

|   |       |                       |  |
|---|-------|-----------------------|--|
| <b>DEP Agreement No.:</b>   | S0419 |                       |  |
| <b>Grantee Name:</b>  |       |                       |  |
| <b>Grantee Address:</b>   |       |                       |  |
| <b>Grantee's Grant Manager:</b>   |       | <b>Telephone No.:</b> |  |
| <b>Quarterly Reporting Period:</b>  |       |                       |  |
| <b>Project Number and Title:</b>  |       |                       |  |
| <b>Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)</b> |       |                       |  |
| <b>Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.</b>   |       |                       |  |
| <b>Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.</b>  |       |                       |  |



(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

| Budget Category | Total Project Budget | Expenditures Prior to this Reporting Period | Expenditures this Reporting Period | Project Funding Balance |
|-----------------|----------------------|---|------------------------------------|-------------------------|
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |
|                 |                      |   |                                    |                         |

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0419 and accurately reflects the activities and costs associated with the subject project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

## ATTACHMENT D

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT - 1**

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

| <b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b> |                |             |            |                |                              |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program Number   | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |
|  |                |             |            |                |                              |

| <b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b> |                |      |            |                |                              |
|--|----------------|------|------------|----------------|------------------------------|
| Federal Program Number   | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|  |                |      |            |                |                              |
|  |                |      |            |                |                              |
|  |                |      |            |                |                              |

| <b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b> |   |                   |             |  |                |                              |
|--|---|-------------------|-------------|--|----------------|------------------------------|
| State Program Number   | Funding Source                                    | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement   | Solid Waste Management Trust Fund, GAA Line #1819 | 2008-2009         | 37.074      | Solid Waste Special Projects             | \$100,000.00   | 140134                       |
|  |   |                   |             |  |                |                              |
|  |   |                   |             |  |                |                              |

|                    |  |  |  |  |                     |
|--------------------|--|--|--|--|---------------------|
| <b>Total Award</b> |  |  |  |  | <b>\$100,000.00</b> |
|--------------------|--|--|--|--|---------------------|

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



TAB 11





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## MEMORANDUM

**DATE:** November 7, 2008

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

**FROM:** Kathryn Lyon, Acting Community Development Director

**RE:** Application #W2008-014  
Costa Brava Estates  
8420 SW 197 St & 19781 SW 84 Ct (Folio#36-6003-037-0070 and 36-6003-037-0040)

---

This application is scheduled to be presented in tandem with application (SP2008-019); a request for Final Site Plan approval for 2 single family homes.

**APPLICANT REQUEST:**

Costa Brava Estates, LLC., requests a waiver from the Old Cutler Road Overlay Zoning District Regulations for 2 Single Family Homes at 19781 SW 84 Court and 8420 SW 197 Street.

**LOCATION:**

The property is generally located south of SW 197<sup>th</sup> Street, west of Old Cutler Road, east of SW 84<sup>th</sup> Place and north of SW 198<sup>th</sup> Street.

A portion of the SW1/4 of Section 3, Township 56 South Range 40 East, Miami-Dade County, Florida.

**BACKGROUND AND ANALYSIS:**

Costa Brava Estates, LLC., is requesting a waiver from the provisions of Ordinance 07-01 for the construction of 2 Single Family Homes. Unit model (Emerald) size is 3,134 square feet, and consists of five bedrooms, and three bathrooms.

These parcels are zoned RU-1 (Single Family Residential).

**Background**

The property is located in the Old Cutler Overlay Zone. The surrounding properties are zoned RU-1 to the east and west, except to the north and south which is zoned EU-M and AU. Single family homes have been developed on surrounding properties.



\* \* \*

## Analysis

### Ordinance 07-01 Old Cutler Road Overlay Zoning District

Permitted Use: Attached single family home with a maximum density as permitted by the property's underlying Land Use Designation.

The Old Cutler Road Overlay Zoning Designation requires front facades be oriented towards Old Cutler Road.

#### 7. Front Façade

- a. Definition. For purposes of this section the term "Front Façade" shall be defined as that portion of the building facing Old Cutler Road and aligning with the property line adjoining the right-of-way of Old Cutler Road.
- b. Properties with an underlying Residential zoning designation. At least 50% of the residential units along a block face shall provide a forecourt.

The two single family homes on Old Cutler Road are proposed to be oriented towards Old Cutler Road, however they will not be providing forecourts.

1. Properties with an underlying zoning designation- The minimum lot requirement shall be 6,000 square feet and the minimum frontage requirement shall be 35 feet.
2. Setback: Properties with underlying residential zoning have a zero foot setback.

This request is consistent with the current zoning of the surrounding properties with the exception of the zero foot setback required by Ordinance 07-01. The 10 foot Utility Easement along Old Cutler Road prevents the applicant from providing a 0-10 foot setback.

The applicant was requested to examine re-orienting the lots adjacent to Old Cutler Road at the Zoning Workshop. After examining this option, the applicants have reoriented the homes to face Old Cutler Road.

**The code provides that a property owner with an underlying Residential zoning designation may apply for a waiver from the provisions of this Ordinance as follows:**



## **Planning & Zoning Department**

2. Approval after a public hearing. If less than 50% of the block frontage where the property is located has: (a) received a development permit authorizing construction of a new building or (b) been developed prior to the effective date of this Ordinance, a waiver from the provisions of this Ordinance may be granted after a public hearing. The Town Council, after a public hearing, may grant a waiver from the provisions of this Ordinance, where the Town Council determines, based upon substantial competent evidence, that the specific use or activity requested by the waiver application will be compatible with the surrounding land uses and development, and will not impair the public health, safety, or welfare.

The waiver application will be compatible with the surrounding land uses and development, and will not impair the public health, safety, or welfare.

### **TOWN STAFF RECOMMENDATION:**

#### **Approval**

Less than 50% of the block frontage where the property is located has received a development permit authorizing construction of a new building. The 10 foot Utility Easement along Old Cutler Road prevents the applicant from providing a 0-10 foot setback. Therefore, staff is recommending approval of the waiver application.

**RESOLUTION NO. 08-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING A WAIVER FROM THE PROVISIONS OF ORDINANCE 07-01 RELATING TO THE OLD CUTLER ROAD OVERLAY ZONING DISTRICT FOR PROPERTIES LOCATED AT 8420 S.W. 197 STREET AND 19781 S.W. 84 COURT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Costa Brava Estates, LLC (the “Applicant”) has applied to the Town of Cutler Bay (the “Town”) for a waiver from the provisions of Ordinance 07-01 relating to the Old Cutler Road Overlay Zoning District; and

**WHEREAS**, the Applicant proposes to construct two (2) single family homes as a part of a larger twenty (20) single family home development on a vacant block fronting Old Cutler Road; and

**WHEREAS**, the proposed two (2) single family homes do not comply with the provisions of Ordinance 07-01 because they are not oriented toward Old Cutler Road; and

**WHEREAS**, pursuant to Ordinance 07-01, if less than 50% of the block frontage where the property is located has: (a) received a development permit authorizing construction of a new building or (b) been developed prior to the effective date of Ordinance 07-01, a waiver from the provisions of Ordinance 07-01 may be granted by the Town Council, after a public hearing; and

**WHEREAS**, staff recommended approval of the requested waiver, attached as Exhibit “A,” in its report dated November 7, 2008; and

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

**WHEREAS**, the Town Council finds that in granting this waiver the single family homes will be compatible with the surrounding land uses and development, and will not impair the public health, safety, or welfare of the Town.

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

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

**Section 2.**     **Approval of the Waiver.** The Town Council hereby approves the requested waiver from the provisions of Ordinance 07-01 relating to the Old Cutler Road Overlay Zoning District for properties located at 8420 S.W. 197 Street and 19781 S.W. 84 Court.

**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    | _____ |



WAIVER APPLICATION  
COMMUNITY DEVELOPMENT  
DEPARTMENT OF PLANNING and ZONING

LIST ALL FOLIO #S: SEE ATTACHED Paper DATE RECEIVED: \_\_\_\_\_

1. NAME OF APPLICANT (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

COSTA BRAVA, L.L.C. & CUTLER'S EDGE L.L.C.  
" COSTA BRAVA ESTATES

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: P.O. Box 40-3730  
City: Miami Beach, FL State: FL Zip: 33140 Phone#: (305) 257-3360

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): Alejandro & MARIA Valiente  
Mailing Address: 13691 SW 260 Lane  
City: Miami State: FL Zip: 33032 Phone#: (305) 257-3360

4. CONTACT PERSON'S INFORMATION:

Name: MARIA Valiente Company: COSTA BRAVA, L.L.C.  
Mailing Address: 13691 SW 260 Lane  
City: Miami State: FL Zip: 33032  
Phone# (305) 257-3360 Fax# (305) 257-3324 E-mail: MARIAVALIE@bellsouth.net

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

SEE ATTACHED PAPER

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc).

SEE ATTACHED PAPER

7. SIZE OF PROPERTY (in acres): 8.90 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property  acquired  leased: 1/2006 9. LEASE TERM: \_\_\_\_\_ Years  
(Month & year)

10. IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S), provide Complete legal description of said contiguous property.

SEE ATTACHED PAPER

11. Is there an option to purchase  or lease  the subject property or property contiguous thereto?  
 no  yes (if yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

NO

12. PRESENT ZONING CLASSIFICATION: B-U 1

13. APPLICATION REQUESTS (check all that apply and describe nature of the request in space provided) (DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)

- District Boundary Changes (DBC) (Zone class requested): \_\_\_\_\_
- Unusual Use: \_\_\_\_\_
- Variance: \_\_\_\_\_
- Alternative Site Development (PUD): \_\_\_\_\_
- Special Exception: \_\_\_\_\_
- Administrative Waiver: \_\_\_\_\_
- Modification of previous resolution/plan: \_\_\_\_\_
- Modification of Declaration or Covenant: \_\_\_\_\_
- Other: \_\_\_\_\_

14. Has a public hearing been held on this property within the last year & a half?  No  yes.  
If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:

\_\_\_\_\_  
\_\_\_\_\_

15. Is this hearing is as a result of a violation notice?  No  yes. If yes, give name to whom the  
Violation notice was served: \_\_\_\_\_ and describe the violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



16. Describe structures on the property: VACANT LAND

17. Is there any existing use on the property?  No  yes. If yes, what use and when established?

Use: R-U-1 Year: \_\_\_\_\_

18. Submitted Materials Required:

Please check all that Apply:

- Letter of intent
- Justifications for change
- Statement of hardship
- Proof of ownership or letter from owner
- Power of attorney
- Contract to purchase
- Current survey (1 original sealed and signed/ 1 reduced copy @ 11" x 17")
- (12) Copies of Site Plan and Floor Plans  
(1) Reduced copy @ 11"x 17"
- 20% Property owner signatures (If required)
- Mailing Labels (3 sets) and map (If required)
- Required Fee(s)

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my) (our) knowledge and belief. (I) (We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

\*\*\*\*\*

OWNER OR TENANT AFFIDAVIT

(I) (WE), \_\_\_\_\_, being first duly sworn, depose and say that (I am) (We are) the  owner  tenant of the property described and which is the subject matter of the proposed hearing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

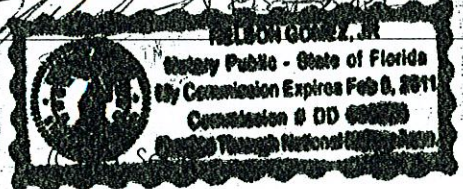
Sworn to and subscribed to before me  
This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\*\*\*\*\*

CORPORATION AFFIDAVIT

(I) (WE), ARBA VALENTE, being first duly sworn, depose and say that (I am) (We are) the  President  Vice-President  Secretary  Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the  owner  tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: Nelson Gomez, Jr.  


Arba Valente  
Authorized Signature  
OWNER  
Office Held

Sworn to and subscribed to before me  
This 15<sup>th</sup> day of Sept, 2008

Notary Public: Nelson Gomez, Jr.  
Commission Expires: 2/5/11

\*\*\*\*\*

## Surrounding Properties

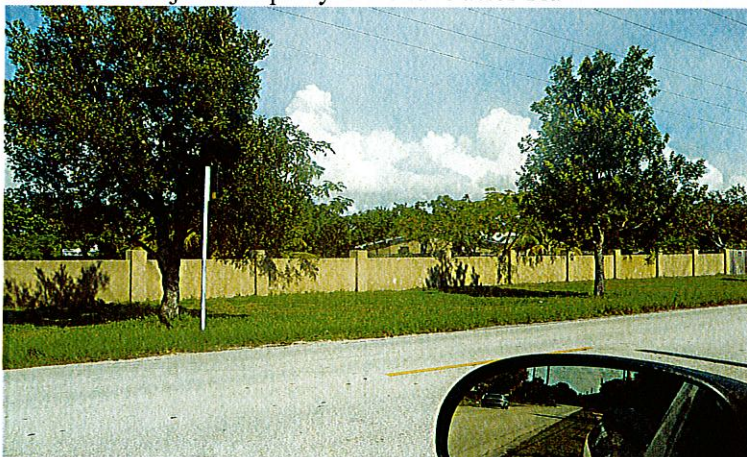
Intersection of Old Cutler Rd and SW 198 St Facing NE



On Site facing East



North of Subject Property on Old Cutler Rd

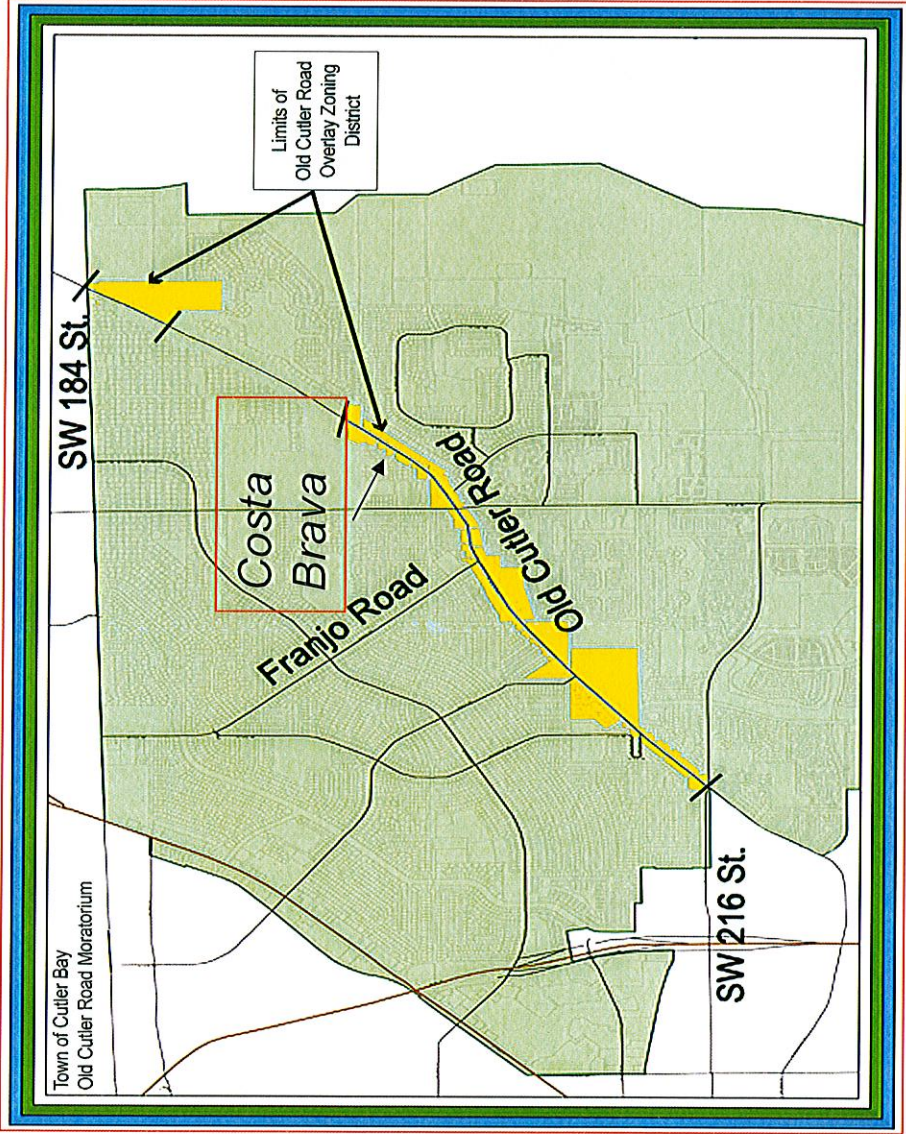


Vacant Lot South of Subject Property



South of Vacant Lot to the South (Homes face North (SW 199 Street))





TAB 12



## MEMORANDUM

**DATE:** November 7, 2008

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

**FROM:** Kathryn Lyon, Acting Community Development Director

**RE:** Application #SP-2008-019  
Costa Brava Estates  
2 Single Family Homes located at:  
19781 SW 84 Court (Folio# 36-6003-037-0040)  
8420 SW 197 Street (Folio#36-6003-037-0070)

---

This application is scheduled to be presented in tandem with application (W2008-014); a request for a waiver from the Old Cutler Road Overlay Zoning District Regulations for 2 Single Family Homes at 19781 SW 84 Court and 8420 SW 197 Street.

### APPLICANT REQUEST:

Costa Brava Estates, LLC., requests Final Site Plan approval for 2 Single Family Homes at 19781 SW 84 Court and 8420 SW 197 Street.

### LOCATION:

The property is generally located south of SW 197<sup>th</sup> Street, west of Old Cutler Road, east of SW 84<sup>th</sup> Place and north of SW 198<sup>th</sup> Street.

A portion of the SW1/4 of Section 3, Township 56 South Range 40 East, Miami-Dade County, Florida.

### BACKGROUND AND ANALYSIS:

Costa Brava Estates, LLC., is requesting Final Site Plan Approval for the construction of 2 Single Family Homes. Unit model (Emerald) size is 3,134 square feet, and consists of five bedrooms, and three bathrooms. The applicant has worked with staff to enhance the design of building and to eliminate the need for any variances.

These parcels are zoned RU-1 (Single Family Residential).

### **Background**



## Planning & Zoning Department

The property is located in the Old Cutler Road Overlay Zoning District. The surrounding properties are zoned RU-1 to the east and west, except to the north and south which is zoned EU-M and AU. Single family homes have been developed on surrounding properties.

\* \* \*

### Analysis

#### I. Zoning

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

Chapter 33 Zoning Code of the Town of Cutler Bay

#### Article XIV. RU-1, SINGLE-FAMILY RESIDENTIAL DISTRICT

Section 199. Uses permitted.

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed, structurally altered or maintained for any purpose in a RU-1 District which is designed, arranged or intended to be used or occupied for any purpose other than the following, unless otherwise specifically provided herein:

- (1) Every use as a one-family residence, including every customary use not inconsistent therewith, including a private garage.

The request is consistent with the RU-1 Single-Family Zoning District.

#### Ordinance 07-01 Old Cutler Road Overlay Zoning District

Permitted Use: Attached single family home with a maximum density as permitted by the property's underlying Land Use Designation.

The Old Cutler Road Overlay Zoning Designation requires front facades be oriented towards Old Cutler Road. The two single family homes will be oriented toward Old Cutler Road.

1. Properties with an underlying zoning designation- The minimum lot requirement shall be 6,000 square feet and the minimum frontage requirement shall be 35 feet.
2. Setback: Properties with underlying residential zoning have a zero foot setback.





## Planning & Zoning Department

This request is consistent with the current zoning of the surrounding properties with the exception of the zero foot setback required by Ordinance 07-01. The ten (10) foot Utility Easement along Old Cutler Road prevents them from providing the zero (0) foot setback required by the Old Cutler Overlay Zoning District.

### II. Consistency with the Growth Management Plan

The County Future Land Use Map designates the subject properties as **Low Density Residential**. This density range is typically characterized by detached single family residential units. Clustering, and a variety of housing types may, however, be authorized. The residential densities allowed in this category shall range from a minimum of 2.5 to a maximum of 5.0 dwelling units per gross acre. The Town of Cutler Bay Growth Management Plan (GMP) also designated this property as Low Density Residential with a maximum density of five (5) units to the acre permitted within that category.

This application is **consistent** with the Town's Growth Management Plan and the Land Use designation of the surrounding properties.

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

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

*(1a) The application is consistent with the GMP.*

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

*(2a) The approval of this request will not have an adverse impact on the environment of the Town.*

(3) The development permitted by the application, if granted, will efficiently use or unduly burden water, sewer, solid waste disposal, recreation, education or other



## Planning & Zoning Department

necessary public facilities which have been constructed or planned and budgeted for construction;

***(3a) The approval of this request will not have an adverse impact on the necessary public facilities. The applicant will construct public streets to serve the proposed lots.***

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

***(4a) The approval of this request will not have an adverse impact on the necessary public transportation facilities.***

### **III. Environmental Resources Management**

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

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

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

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

#### *Stormwater Management:*

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

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)



## Planning & Zoning Department

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

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

### IV. Public Works

Public Works has no objection to this application. The applicant will need final approval from Public Works of the proposed streets prior to issuing any building permit.

### V. Schools

In accordance with the Review Criteria established by the Board, the School District would request that the applicant meet to mitigate the impacts of the proposed development.

Recommendation: Approval, subject to the impact requirements of the Miami-Dade County School Board.

\* \* \*

### TOWN STAFF RECOMMENDATION:

Approval with conditions.

### CONDITIONS:

- 1) That information regarding access area for construction be submitted and reviewed prior to issuance of final development order.
- 2) Applicant provide construction runoff plan prior to issuance of final development order.
- 3) Submittal of completed Streets Plan showing engineering, proposed improvements, street lighting, curbs and gutters.
- 4) The development shall be consistent with plans as revised and all other building plans and elevations on file in the Town Planning Department dated November 6, 2008.

**RESOLUTION NO. 08-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING SITE PLAN APPROVAL FOR TWO (2) SINGLE FAMILY HOMES LOCATED AT 19781 S.W. 84 COURT (FOLIO# 36-6003-037-0040) AND 8420 S.W. 197 STREET (FOLIO#36-6003-037-0070); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Costa Brava Estates, LLC (the “Applicant”) has applied to the Town of Cutler Bay (the “Town”) for site plan approval; and

**WHEREAS**, on June 11, 2008, the Applicant presented the proposed site plan during a public zoning workshop to receive input and feedback from the public and the Town Council; and

**WHEREAS**, staff recommended approval of the requested site plan, attached as Exhibit “A,” in its report dated November 3, 2008, as conditioned herein; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

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

**Section 2. Approval of Site Plan.** The Town Council hereby approves the requested site plan, attached as Exhibit “A,” to this Resolution, subject to the conditions set forth below.

**Section 3. Conditions.** The approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions, to which the Applicant stipulated at the public hearing:

- 1) That information regarding access area for construction be submitted and reviewed prior to issuance of final development order.
- 2) Applicant provide construction runoff plan prior to issuance of final development order.
- 3) Submittal of completed Streets Plan showing engineering, proposed improvements, street lighting, curbs and gutters.

- 4) The development shall be consistent with plans as revised and all other building plans and elevations on file in the Town Planning Department dated November 6, 2008

**Section 4.** **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 \_\_\_\_\_

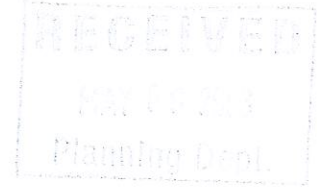
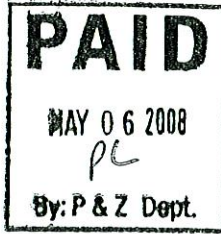
Councilmember Timothy J. Meerbott \_\_\_\_\_

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



Town of Cutler Bay  
 10720 Caribbean Drive  
 Suite 105  
 Cutler Bay, FL 33189

[www.cutlerbay-fl.com](http://www.cutlerbay-fl.com)



APPLICATION FOR SITE PLAN APPROVAL  
 OR  
 MODIFICATION OF A SITE PLAN APPROVAL

DATE: 5/6/08  
 PROPOSED PROJECT NAME: COSTA BRAVA ESTATES  
 LOCATION: 19691 S.W. 84 St.  
 FOLIO NUMBER(S): 36-6003-037-0010  
 CURRENT ZONING: \_\_\_\_\_ CURRENT FUTURE LAND USE: NEW HOMES  
 PROPOSED USE OF PROPERTY: (Attach additional sheets if necessary)  
TO BUILD 20 SINGLE FAMILY HOMES.

Name of Applicant or Contact Person: MARIA VALIENTE Phone No.: 305-970-8305

Address of Applicant:  
P.O. BOX 40-3730  
MIAMI BEACH, FLORIDA 33140

Name of Property Owner (if other than Applicant): COSTA BRAVA ESTATES L.L.C. Phone No.: 305-257-3360

1. The following documents are required to be submitted with and deemed to be incorporated into this application, as applicable.

ALL APPLICATIONS MUST BE ACCOMPANIED BY A LETTER OF INTENT.  
 Please describe in detail, whether and to what extent the requested development action serves a public benefit which would warrant the granting of the request and specific justification for approval of the Application, nature of the requests and any other pertinent information. Insufficient justification may result in the denial of your Application.

- One (1) original Application, signed and notarized by the Applicant, Owner and/or Attorney and, if necessary, authorization to another individual to represent the Applicant.
- One (1) original, current (within 30 days) Opinion of Title Report for the subject property and copies of all documents referenced in that report.
- Twelve (12) copies (folded) of a registered, current (within 30 days), signed and sealed survey of subject property, based upon the Opinion of Title Report. Surveys must delineate existing natural features, easements, existing structures and uses, and existing utility lines.
- Twelve (12) sets (folded) of supporting, signed and sealed, architectural plans, which clearly indicate the development action request. Plans must include site plan showing all improvements and setbacks, fully dimensioned; roof plan; all exterior elevations (including air conditioning, compressors, signs); exterior surface treatments, including roofs; and exterior color samples, including that of signs. Site plans submitted for multi-family or commercial projects must indicate location of dumpsters and dumpster enclosures.
- Four (4) copies (folded) of landscape plan showing all plant material, as to location, name, size and quality. Landscape plan must be drawn, signed and sealed by a Florida Registered Landscape Architect.
- ~~N/A~~ Twelve (12) copies (folded) liquor survey, prepared and sealed by a registered land surveyor, with 1,500 ft. radius. (Required for approval of lounge, bar or package store only.)
- Lot/Parcel Analysis required, including, but not limited to, the following information relative to lots and parcels in each zoning district: number of lots, smallest lot size, average lot size, number of parcels, and acreage in each parcel.
- Letters from all utilities franchised to operate in the City (Florida Power & Light, Bell South, WASA, Cable) relative to adequacy of proposed easements shown in the plat/site plan, including approval of shared easements.
- Twelve (12) sets of photographs of existing structures on site and/or 8" x 10" color photographs or color rendering of proposed construction.
- ~~N/A~~ Properties which are requesting a new or additional curb cut into the State Highway System, enlargement of an existing cut, or a change in land use or intensification of development require Florida Department of Transportation approval for said access to the Highway System prior to the Town of Cutler Bay approval. (See attached FDOT notice.)
- Disclosure of Interest Form
- Applicant Representative Affidavit and Business Relationship Affidavit(s).
- Letter from Applicant providing evidence of compliance with Level of Service requirements.

Is this hearing being requested as a result of a violation notice or summons? Yes \_\_\_\_\_ No

If Yes, in whose name was the violation or summons notice served?

Nature of Violation \_\_\_\_\_

Does property owner own contiguous property to the subject property? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, give complete legal description of entire contiguous property.

\_\_\_\_\_

\_\_\_\_\_

Is there an option to purchase or lease subject property or property contiguous thereto, predicated on approval of this Application? Yes \_\_\_\_\_ No

If Yes, who are the affected parties? \_\_\_\_\_  
 (Copy of Purchase contract must be submitted with this Application.)

Do these plans represent new construction? Yes  No \_\_\_\_\_  
 Has construction started? Yes \_\_\_\_\_ No   
 Has construction been completed? Yes \_\_\_\_\_ No   
 Are there any existing structures on the property? Yes \_\_\_\_\_ No   
 Will the existing structures be demolished? *N/A* Yes \_\_\_\_\_ No \_\_\_\_\_

2. Procedure for Site Plan Review

1. Owner or Applicant will provide twelve (12) signed and sealed sets of folded and collated plans for preliminary staff review. Plans must include:
  - \_\_\_\_\_ Dimensional Site Plan including, but not limited to: (Scale to be 1" = 20' unless approval is received otherwise.)
  - \_\_\_\_\_ Signage locations and type
  - \_\_\_\_\_ Land use and zoning information matrix to include required and proved setbacks, separations, heights, parking, etc.
  - \_\_\_\_\_ Location sketch
  - \_\_\_\_\_ Legal description of the subject property
  - \_\_\_\_\_ Details of dumpster, including, but not limited to, location; size; materials; type of doors; and access to.
  - \_\_\_\_\_ Information as to all perimeter buffer requirements for adjacent properties
  - \_\_\_\_\_ Floor Plans
  - \_\_\_\_\_ Elevations
  - \_\_\_\_\_ On-site Survey (current within 30 days) based upon the Opinion of Title Report.
  - \_\_\_\_\_ Off-site sketch including, but not limited to, locations of structures; utilities; rights-of-way; and curb cuts within 300' of the subject property.
  - \_\_\_\_\_ A Master Site Plan is required for all phased development.
2. Staff will provide written comments addressing the Preliminary Site Plan.
3. Owner or Applicant will provide four (4) sets of revised plans, folded and collated, for final Staff review. Plans must include the same items as required for Preliminary Staff review plus:
  - \_\_\_\_\_ Details of all types of parking spaces provided.
  - \_\_\_\_\_ All signage locations, types and details.
  - \_\_\_\_\_ Complete Landscape Plan (signed and sealed by a Florida Registered Landscape Architect). Plans shall include required and provided quantities of plant materials.
  - \_\_\_\_\_ Engineering Plan (scale to be 1" = 20' unless prior approval is received otherwise).
  - \_\_\_\_\_ Water, sewer, paving and drainage plans.
  - \_\_\_\_\_ Utility locations.
  - \_\_\_\_\_ Locations and details of all entry features (if applicable).
4. Upon approval or receipt of comments from final Staff review, the Town Manager (or designee) will make a determination that the Site Plan has met all the requirements of the Town's development regulations. If any variances or other zoning hearings are required for approval of the development, the Owner or Applicant will provide an Application for such approval and twelve (12) sets of revised plans, folded and collated, for the Town Council approval. Plans must include the same items as required for final Staff review and shall address all comments made at that stage.
5. A zoning workshop will be held prior to the Town Council hearing the application. At the workshop, the Town Council and the public will have the ability to ask questions and to provide feedback about the proposed developments in an open forum, and the applicant will have the opportunity to respond to such input prior to the public hearing. A zoning workshop shall be held no fewer than 30 days prior to the application first being heard by the Town Council.
6. Prior to the issuance of a Building Permit, the Applicant shall provide a copy of the approved Site Plan on reproducible mylar.
7. Prior to the issuance of a Building Permit, the Applicant shall provide a copy of the approve Site Plan on disc, in a format compatible with the Town's Engineering Specifications.



DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when the applicant is the Owner of subject property:

This is to certify that I am the Owner of the subject lands described in the above Application. I understand that I am responsible for complying with all Application requirements prior to this petition being scheduled for any public hearings. I also understand that it is my responsibility to comply with the Town's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

MARIA Valiente
Print Name of Applicant

[Signature]
Signature of Applicant

State of Florida
County of Miami Dade

The foregoing instrument was Sworn to and Subscribed before me this 7 day of May, 2008

by Maria Valiente who is personally known to me or who has produced Florida License as identification.

Annette Blanco
Printed Name of Notary Public

[Signature]
Signature of Notary Public

My Commission Expires:



ANNETTE BLANCO
MY COMMISSION # DD 768318
EXPIRES: March 12, 2012
Bonded Thru Budget Notary Services

For use when the applicant is NOT the Owner of the Subject Property:

This is to certify that I am the Owner of subject lands described in the above petition. I have authorized [Name] to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print Name of Applicant

Signature of Applicant

State of
County of

The foregoing instrument was Sworn to and Subscribed before me this day of, 20

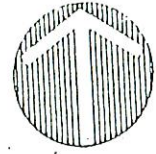
by who is personally known to me or who has produced as identification.

Printed Name of Notary Public

Signature of Notary Public

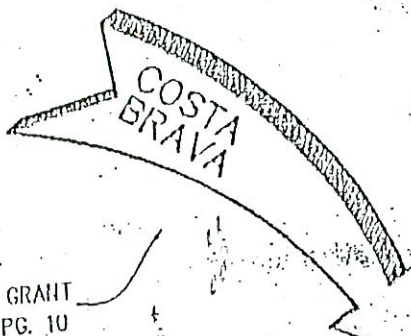
My Commission Expires:

# LOCATION SKETCH

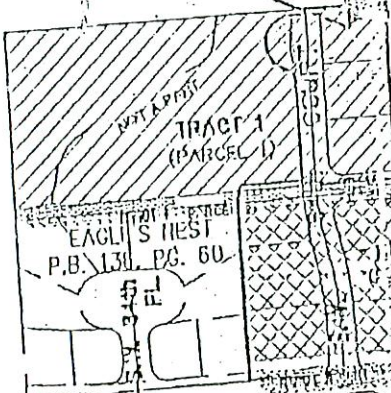


NOT TO SCALE

(S.W. 192nd STREET)



PERRINE GRANT  
P.B. 4, PG. 10



PERRINE GRANT  
P.B. 4, PG. 10

EAGLE'S NEST  
P.B. 130, PG. 60

SILVER PINES  
P.B. 45, PG. 45

MORNING ROYAL HOMES  
P.B. 139, PG. 78

INGRAHAM HIGHWAY

CUTLER ROAD  
OLD CUTLER

82nd AVENUE

82nd

(S.W.)

(S.W. 200th STREET)

PLANNING DEPARTMENT

TAB 13



## Planning & Zoning Department

Kathryn Lyon  
*Interim Community Development Director*

### MEMORANDUM

**DATE:** October 7, 2008

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

**FROM:** Kathryn Lyon, Acting Community Development Director

**SUBJECT:** Application # Z2008-018  
City Furniture - 18750 S Dixie Highway  
(Folio # 36-6005-052-0060)

**APPLICANT'S REQUEST:** Change of zoning district from Industrial, Light Manufacturing District (IU-1) to Limited Business District (BU-1A) to allow for the expansion of an existing commercial building.

**STAFF'S RECOMMENDATION:** Staff finds the proposed zoning change of Light Manufacturing District to Limited Business District consistent with the Miami-Dade County Comprehensive Plan. Staff recommends approval of # Z2008-018.

#### **SUBJECT:**

Presently the area has a zoning designation of Industrial, Light Manufacturing (IU-1). The proposed zoning for this property is BU-1A (Limited Business District).

The applicant, City Furniture, requests a change of zoning which would provide consistency with the adjacent lot to the south. The zoning change would allow the expansion of the existing City Furniture building on to the adjacent lot.

#### **BACKGROUND AND ANALYSIS:**

The applicant is seeking a district boundary change from IU-1 to BU-1A to permit a retail furniture store on the property. These two parcels owned by City Furniture are currently zoned IU-1 and BU-1A. The applicant is seeking to rezone the IU-1 parcel to the north to BU-1A.

#### **Background**

The property is located along South Dixie Highway with more than 522 feet of street frontage. To the south, the property is bordered by the C-1N canal and to the west; the

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)



## Planning & Zoning Department

property abuts the FDOT corridor. To the north, the property abuts the soon to be Tropical Financial Credit Union.

The applicant is proposing to be LEED certified at the Silver Level.

The applicant, who is proposing an expansion into the adjacent property, owns the existing City Furniture located at 18760 S. Dixie Highway. The rezoning of this parcel from the less desirable IU-1 to the more restrictive BU-1A will provide consistency between the two parcels. The US1 corridor, a main thoroughfare, is an ideal location for the expansion of such commercial activity.

|                                  |  |
|----------------------------------|--|
| <b>Applicant:</b>                | City Furniture   |
| <b>Property Owners:</b>          | City Furniture   |
| <b>Address/Location:</b>         | 18750 S Dixie Highway  |
| <b>Size of Property:</b>         | 56,413 sq. ft.   |
| <b>Legal Description:</b>        | POINT WEST 4TH ADDN PB<br>107-67 LOT 6 BLK 6 LOT SIZE<br>56413 SQ FT F/A/U 30-6005-052-<br>0060 COC 26284-1624 03 2008 1 |
| <b>Existing Zoning:</b>          | Industrial, Light Manufacturing (IU-1)   |
| <b>Requested Zoning:</b>         | Limited Business District (BU-1A)  |
| <b>Existing Future Land Use:</b> | Business, Office   |

### ADJACENT ZONING:

|               |  |
|---------------|--|
| <b>North:</b> | Limited Business District (BU-1A)                        |
| <b>South:</b> | Limited Business District (BU-1A)                        |
| <b>East:</b>  | South Dixie Highway and Special Business District (BU-2) |
| <b>West:</b>  | Busway   |

### Analysis

#### Rezoning

The applicant is requesting to rezone the northern parcel, previously IDEA furniture), from IU-1 to BU-1A to make consistent with the existing City Furniture parcel, which is zoned BU-1A.

10720 Caribbean Boulevard, Suite 110  
Cutler Bay, FL 33189  
(305) 234-4262 Office  
(305) 234-4251 Fax  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)



## Planning & Zoning Department

### Zoning

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

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

##### Article XXIX. BU-1A, LIMITED BUSINESS DISTRICT

Section 199. Uses permitted.

No land, body of water and/or structure shall be used or permitted to be used and no structure shall be erected, constructed, moved, reconstructed, structurally altered or maintained which is designed, arranged or intended to be used or occupied for any purpose other than the following, unless otherwise specifically provided herein:

- (21) Furniture stores, retail of new merchandise only.

The request is consistent with the BU-1A, Limited Business District.

### **Analysis**

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

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

The proposed application submittal was prior to the adoption of the Town's Growth Management Plan. Therefore, the evaluation of this project was based on the Miami-Dade County Comprehensive Plan. In addition the proposed application was presented before Town Council at a Zoning Workshop before adoption of the Town's Growth Management Plan. Therefore given that it is not permissible to permit planning in progress, the evaluation of this project was based on the Miami-Dade Comprehensive Plan.

The County Future Land Use Map designates the subject property as **Business and Office**. This category accommodates the full range of sales and services activities. Included are retail, wholesale, personal and professional services, call centers, commercial and professional offices, hotels, motels, hospitals, medical buildings, nursing homes, entertainment and cultural facilities, amusements and commercial recreation establishments. The Miami-Dade County Comprehensive Plan states, in

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## Planning & Zoning Department

reviewing zoning requests or site plans, the specific intensity and range of uses, and dimensions, configuration and design considered to be appropriate will depend on locational factors, particularly compatibility with both adjacent and adjoining uses, and availability of highway capacity, ease of access and availability of other public services and facilities.

This application is **consistent** with the Miami-Dade County Comprehensive Plan and the Land Use designation of the surrounding properties.

***The application is consistent with the Miami-Dade County Comprehensive Plan.***

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

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

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

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

(4) The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction;

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

(5) The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.

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



## Planning & Zoning Department

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

### Environmental Resources Management

Potable Water Supply and Wastewater Disposal:

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

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

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

Stormwater Management:

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

### Public Works

Public Works has no objection to this application.

### TOWN STAFF RECOMMENDATION:

Town of Cutler Bay staff recommends **approval** of application # Z2008-018 Rezoning (From IU-1 to BU-1A)

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ORDINANCE NO. 08-\_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, GRANTING THE REQUEST OF CITY FURNITURE FOR A REZONING FROM IU-1 (INDUSTRIAL, LIGHT MANUFACTURING DISTRICT) TO BU-1A (LIMITED BUSINESS DISTRICT) FOR PROPERTY LOCATED AT 18750 S. DIXIE HIGHWAY, AS LEGALLY DESCRIBED IN EXHIBIT "A," CONSISTING OF APPROXIMATELY 56,413 SQ. FT.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 33 "Zoning," of the Town Code of Ordinances (the "Town Code"), City Furniture (the "Applicant") has applied to the Town of Cutler Bay (the "Town"), for approval of a rezoning from IU-1 (Industrial, Light Manufacturing District) to BU-1A (Limited Business District), for property located at 18750 S Dixie Highway, as legally described in Exhibit "A," consisting of approximately 56,413 sq. ft. (the "Property"); and

**WHEREAS**, Town staff has recommended approval of the requested rezoning in its report, dated October 3, 2008; and

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

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

**WHEREAS**, after due notice and hearing, the Town Council finds this Ordinance to be consistent with the Town Code and the Town's Comprehensive Plan (Growth Management Plan).

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

**Section 1. Findings.** The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Approval of Rezoning.** Pursuant to Chapter 33 "Zoning" of the Town Code, the Property, legally described in Exhibit "A," is hereby rezoned from IU-1 (Industrial, Light Manufacturing District) to BU-1A (Limited Business District).

**Section 3. Recording.** The Town, or the Applicant if so requested by the Town Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

**Section 4. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 15<sup>th</sup> day of October, 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 LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:

\_\_\_\_\_  
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 \_\_\_\_\_

CUTLER BAY, FLORIDA

ZONING, VARIANCE, SPECIAL EXCEPTION, ADMINISTRATIVE WAIVER  
OTHER APPLICATIONS  
DEPARTMENT OF PLANNING, ZONING

LIST ALL FOLIO #S: 36-6005-052-0071 & 36-6005-052-0060 DATE RECEIVED: \_\_\_\_\_

1. **NAME OF APPLICANT** (Provide complete name of applicant, exactly as recorded on deed, if applicable. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a 'Disclosure of Interest' is required).

Advance Business Associates, LLP, a Florida limited liability partnership and  
City Furniture, Inc., a Florida corporation

2. **APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:**

Mailing Address: 6000 Cypress Road

City: Plantation State: Florida Zip: 33317 Phone#: \_\_\_\_\_

3. **OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:**

Owner's Name (Provide name of ALL owners): Same as above.

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone#: \_\_\_\_\_

4. **CONTACT PERSON'S INFORMATION:**

Name: William W. Riley Company: Bilzin Sumberg

Mailing Address: 200 S. Biscayne Blvd., Suite 2500

City: Miami State: Florida Zip: 33131

Phone#: 305.375.6139 Fax#: 305.351.2285 E-mail: WRiley@bilzin.com

5. **LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION**

(Provide complete legal description, i.e., lot, block, subdivision name, plat book and page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, then a legal description for each sub-area must be provided. Attach separate sheets, as needed).

See Exhibit "A" attached hereto and incorporated herein.

6. **ADDRESS OR LOCATION OF PROPERTY** (For location, use description such as NE corner of, etc).  
18750 & 18760-80 S Dixie Highway
- 
7. **SIZE OF PROPERTY** (in acres): 3.26± (divide total sq. ft. by 43,560 to obtain acreage)
8. **DATE** property  acquired  leased: December 1986 & March 2008  
(month and year)
9. **LEASE TERM:** Not applicable. Years
10. **IF CONTIGUOUS PROPERTY IS OWNED BY THE SUBJECT PROPERTY OWNER(S)**, provide complete legal description of said contiguous property.  
Not applicable.
- 
11. **Is there an option to purchase**  or lease  the subject property or property contiguous thereto?  no  yes (if yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)
- 
12. **PRESENT ZONING CLASSIFICATION:** BU-1A and IU-1
13. **APPLICATION REQUESTS** (check all that apply and describe nature of the request in space provided) {DBC's require special exception to permit site plan approval unless rezoning 3 acres or less to residential categories)  
 .District Boundary Changes (DBC) (Zone class requested): BU-1A & IU-1 to BU-1A  
 Unusual Use: \_\_\_\_\_  
 Non-use Variance: Appearing on site plan.  
 Alternative Site Development (PUD): \_\_\_\_\_  
 Special Exception: \_\_\_\_\_  
 Administrative Waiver: \_\_\_\_\_  
 Modification of previous resolution/plan: \_\_\_\_\_  
 Modification of Declaration or Covenant: \_\_\_\_\_  
 Other: \_\_\_\_\_
14. **Has a public hearing been held on this property within the last year and a half?**  
 No  Yes. If yes, provide applicant's name, and date, purpose and results of hearing, and resolution number:
15. **Is this hearing as a result of a violation notice?**  No  Yes. If yes, give name to whom the Violation notice was served: \_\_\_\_\_ and describe the violation:  
\_\_\_\_\_

16. Describe structures on the property: Retail furniture stores and accessory structures

17. Is there any existing use on the property?  No  yes. If yes, what use and when established?

Use: Retail Commercial

Year: 1978 & 1981

18. Submitted Materials Required:

Please check all that Apply:

- Letter of intent
- Justifications for change
- Statement of hardship
- Proof of ownership or letter from owner
- Power of attorney
- Contract to purchase.
- Current survey (1 original sealed and signed / 1 reduced copy @ 11" x17")
- (12) Copies of Site Plan and Floor Plans
- (1) Reduced copy @ 11"x 17"
- 20% Property owner signatures (If required)
- Mailing Labels (3 sets) and map (If required)
- Required Fee(s)

**EXHIBIT "A"**

Lot 6, Block 6, POINT WEST FOURTH ADDITION, according to the plat thereof, as recorded in Plat Book 107, Page 6, of the Public Records of Miami-Dade County, Florida.

AND

Lots 7, 8, and 9, Block 6, POINT WEST FOURTH ADDITION, according to the plat thereof, as recorded in Plat Book 107, Page 67, of the Public Records of Miami-Dade County, Florida.

William W. Riley, Jr., Esquire  
Direct Dial: (305) 375-6139  
Direct Facsimile: (305) 351-2285  
E-mail: [wriley@bilzin.com](mailto:wriley@bilzin.com)

April 14, 2008

**VIA HAND DELIVERY**

R. Don O'Donniley, AICP  
Planning Director  
Town of Cutler Bay  
10720 Caribbean Blvd  
Suite 110  
Cutler Bay, Florida 33189

**Re: *City Furniture & Ashley Furniture Homestore***  
***Property Location: 18750 & 18760-80 S Dixie Highway***  
***Folio Numbers: 36-6005-052-0071 & 36-6005-052-0060***

**LETTER OF INTENT**

Dear Mr. O'Donniley:

Please accept this correspondence as our Letter of Intent to the attached public hearing application. This law firm represents Advance Business Associates, LLP and City Furniture, Inc. (collectively referred to hereinafter as the "Applicant"), the owners of 3.26± contiguous acres of land located at 18760-80 and 18750 South Dixie Highway (the "Property").

The Applicant is seeking a district boundary change from BU-1A and IU-1 to BU-1A, site plan approval and associated non-use variances to permit a retail furniture center on the Property (the "Application"). As depicted on the development plans attached to this Application, the Applicant is proposing a comprehensive improvement program for the Property that will include the following: (1) a partial redevelopment of the existing City Furniture building that will result in a conversion of said building to an Ashley Furniture Homestore, a reduction of gross floor area, enhancements to the sites' aesthetic qualities with a new building facade and enhanced landscaping; and (2) a redevelopment of the existing IDEA Home Design furniture store that will result in a new City Furniture showroom designed in accordance with New Urbanism planning principles and in accordance with conservation principles promoted by the US Green Building Council Leadership in Energy and Environmental Design (LEED). Based on the following analysis, we submit that this request is consistent with the goals, objectives, and policies of the Comprehensive Development Master Plan and compatible with the surrounding area.

R. Don O'Donniley, AICP, Planning Director  
Town of Cutler Bay  
April 14, 2008  
Page 2

A. **THE PROPERTY, EXISTING CONDITIONS & THE DEVELOPMENT PROGRAM**

The Property is located along US Highway No. 1 ("U.S. 1") with more than 522 feet of street frontage. To the south, the Property is bordered by the Belle Aire (C-1N) Canal and, to the west, the Property abuts the State of Florida Transportation Corridor, which is the previous location of the Florida East Coast Railway. To the north, the Property abuts the Tropical Financial Credit Union.

The Property comprises the southern most end of an existing commercial strip located along the west side of U.S. 1, extending from Quail Roost Drive to the C-1N Canal. The commercial strip is developed with a wide array of commercial and retail uses, including specialty stores, a restaurant, a commercial bank and a gasoline station. The Property is currently developed with two detached retail furniture stores, which are independently owned and operated, and a free-standing billboard. The Applicant's proposal seeks to create a unified retail furniture center with cross-access and cross-parking benefits and to remove the billboard. The development program, if approved, will serve to provide an enhanced terminus to the existing commercial strip.

As depicted on the development plans attached hereto, which were prepared by Architecture 6400, Inc., the City Furniture and Ashley Furniture Homestore buildings will be connected by a party wall located along northern facade of the existing City Furniture building. The new City Furniture building, which will be located along the northern portion of the Property, will create an offset at the point of connection with the proposed Ashley Furniture Homestore. This offset will provide a visual transition between the proposed stores and promote the architectural expression encouraged in Town Ordinance No. 07-07. In addition, also in accordance with Ordinance No. 07-07, the proposed City Furniture building will be positioned along the street-front to further New Urbanism planning principles and to provide an enhanced architectural expression along the U.S. 1 corridor.

The existing City Furniture building, which is proposed for conversion into an Ashley Furniture Homestore, will be reduced in size from 45,295± to 33,588 square feet of gross floor area and will undergo substantial exterior renovations. The building facade and roofline will be improved with architectural features and decorative moldings that follow the design standards set forth in Town Ordinance No. 07-07, including reveals and projecting ribs. In addition, the Property will be enhanced by increased landscaping areas and streetscape.





R. Don O'Donniley, AICP, Planning Director  
Town of Cutler Bay  
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Page 3

**B. THE COMPREHENSIVE DEVELOPMENT MASTER PLAN**

The Property is designated Business and Office, which is a land use category described in the Comprehensive Development Master Plan (CDMP) as one that "accommodates the full range of sales and service activities." Among the activities permitted within this category are retail commercial centers, including retail furniture stores.

The Property is located both on a major roadway (U.S. 1) and along a rapid transit corridor (the "Busway"). The CDMP provides that infill and redevelopment of underutilized property shall be given priority in such areas. In addition to permitting the use proposed for the Property, the CDMP encourages the design standards incorporated within the development plans. Land Use Policy LU-7A, for example, reads in part as follows:

Through its various planning, regulatory and development activities, [the Town of Cutler Bay] shall encourage development of a wide variety of residential and non-residential land uses and activities in nodes around rapid transit stations to produce short trips, minimize transfers, attract transit ridership, and promote travel patterns on the transit line that are balanced directionally and temporally to promote transit operational and financial efficiencies. Land uses that may be approved around transit stations shall include housing, shopping and offices in moderate to high densities and intensities...

Land Use Policy LU-7B reads:

It is the policy of Miami-Dade County that both the County and its municipalities shall accommodate new development and redevelopment around rapid transit stations that is well designed, conducive to both pedestrian and transit use, and architecturally attractive. In recognition that many transit riders begin and end their trips as pedestrians, pedestrian accommodations shall include, as appropriate, continuous sidewalks to the transit station, small blocks and closely intersecting streets, buildings oriented to the street or pedestrian paths, parking lots predominantly to the rear and sides of buildings...



R. Don O'Donniley, AICP, Planning Director  
Town of Cutler Bay  
April 14, 2008  
Page 4

The development plans incorporate the street frontage building orientations and architecturally enhanced visual experience encouraged by the CDMP. The site's positioning between two rapid transit stations, one at Quail Roost Drive and another at Marlin Road, will also further the pedestrian accessibility promoted in the CDMP.

### **C. THE ZONING DISTRICT AND DEVELOPMENT REGULATIONS**

The Property has two separate and distinct zoning districts. The southern portion of the Property is situated within the Town's Limited Business (BU-1A) Zoning District and northern portion of the Property is located within the Town's Light Manufacturing Industrial (IU-1) Zoning District. The Applicant respectfully requests a district boundary change from BU-1A and IU-1 to BU-1A to create zoning uniformity on the Property, to bring the Property into conformance with the existing Business and Office land use designation and to permit the institution of the development program.

Retail furniture centers are permitted within the BU-1A zoning classification. Site development regulations applicable within the district, however, generally constrain the implementation of New Urbanism planning principles and the design standards promoted in Town Ordinance No. 07-07. Applicant respectfully requests non-use variances from those provisions.

Among the non-variances being requested is a setback variance to permit the proposed City Furniture building to be positioned along the street front with side and rear off-street parking in accordance with the policies of the CDMP, the New Urbanism planning principles and Ordinance No. 07-07. In addition, the Applicant is requesting a minimal variance of the landscaping requirements to permit a total open space of 14.5% of the total lot area where 16% is generally required.

Additional non-use variances are necessary to align the development program with industry standards for retail furniture centers. Unlike other retail uses, the size of a retail furniture center does not have a direct correlation to the development impacts addressed by site development regulations. Industry standards require that customers be provided with multiple showroom areas that replicate residential living areas. Due to the size of individual products offered for sale at such centers, each showroom space requires expansive floor areas (i.e., the amount of space that would be comparable to a small living room, bedroom or dining room). To accommodate for these industrial standards, the Applicant respectfully requests a non-use variance of lot coverage to permit 46.2% where 40% is generally permitted and a non-use variance to permit more FAR than generally permitted.



R. Don O'Donniley, AICP, Planning Director  
Town of Cutler Bay  
April 14, 2008  
Page 5

Lastly, the Applicant respectfully requests a non-use variance of off-street parking regulations. Generally, franchised furniture stores, like City Furniture and Ashley Furniture Homestore, draw its customer base from one of two sources: (1) visits from neighborhood residents and (2) passerby visits (*i.e.*, captured trips). Such stores which are not coupled with other modifications, like the addition of furniture clearance centers, do not draw in an expanded customer base increasing the number of visitors and placing burdens on off-street parking counts but rather simply serve to provide its existing customer base with a wider selection of merchandise. As a result, the Applicant is requesting a non-use variance of off-street parking regulations to permit 127 parking spaces on site.

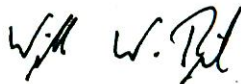
**D. THE PROFFERED DECLARATION OF RESTRICTIONS**

In order to assure the Town that the representations made by the Applicant during consideration of the Application will be abided by the Applicant, its successors and assigns, the Applicant is proffering a Declaration of Restrictions to be recorded in the Public Records of Miami-Dade County, Florida, which will run with the title to the Property for a period of 30 years; after which time said declaration shall be extended automatically for successive periods of 10 years unless and instrument signed by the then owners of the Property is recorded amending, modifying or releasing said declaration following approval at a public hearing by the Town Council. The Declaration, among other things, ties the Applicant's requests for approval to the development plans made a part of the Application and expressly provide that, in the event the Property ceases to be operated as a retail furniture store and showroom, the same will be converted and/or improved to comply with all applicable zoning laws including the Town's minimum parking requirements.

**E. CONCLUSION**

Based on the forgoing, we submit that the proposed development is consistent with the CDMP and compatible with the surrounding community. We thank you for your consideration and respectfully request your support of the application.

Very truly yours,



William W. Riley, Jr.

cc: Keith Koenig, President  
City Furniture, Inc.



My Home

[miamidade.gov](http://miamidade.gov)

ACTIVE TOOL: SELECT



Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

|                  |  |
|------------------|--|
| Folio No.:       | 36-6005-052-0060   |
| Property:        | 18750 S DIXIE HWY  |
| Mailing Address: | CITY FURNITURE INC<br>6701 N HIATUS RD<br>TAMARAC FL<br>33321- |

Property Information:

|                    |   |
|--------------------|---|
| Primary Zone:      | 7100 INDUSTRIAL   |
| CLUC:              | 0011 RETAIL   |
| Beds/Baths:        | 0/0   |
| Floors:            | 1   |
| Living Units:      | 0   |
| Adj Sq Footage:    | 5,621   |
| Lot Size:          | 56,413 SQ FT  |
| Year Built:        | 1978  |
| Legal Description: | POINT WEST 4TH<br>ADDN PB 107-67 LOT 6<br>BLK 6 LOT SIZE 56413<br>SQ FT F/A/U 30-6005-<br>052-0060 COC 26284-<br>1624 03 2008 1 |

Sale Information:

|              |             |
|--------------|-------------|
| Sale O/R:    | 26284-1624  |
| Sale Date:   | 3/2008      |
| Sale Amount: | \$3,700,000 |

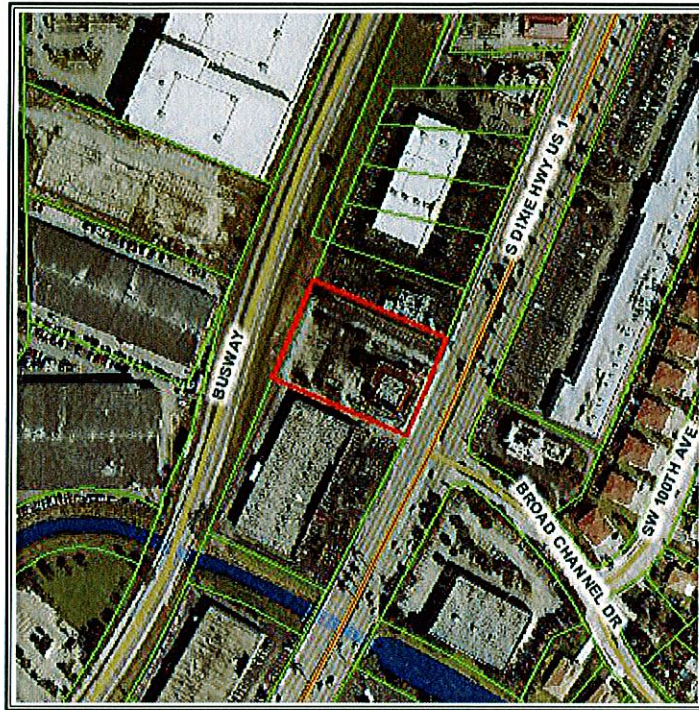
Assessment Information:\*

| Year:             | 2008        | 2007        |
|-------------------|-------------|-------------|
| Land Value:       | \$2,256,520 | \$1,692,390 |
| Building Value:   | \$525,739   | \$505,215   |
| Market Value:     | \$2,782,259 | \$2,197,605 |
| Assessed Value:   | \$2,782,259 | \$2,197,605 |
| Total Exemptions: | \$0         | \$0         |
| Taxable Value:    | \$2,782,259 | \$2,197,605 |

\* The market and assessed values are accurately reflected. Information related to this property's exemptions and taxable values are being updated as a result of the recent passage of Amendment One and will be available shortly.

Additional Information:

|                                 |  |
|---------------------------------|--|
| Community Development District: | NONE   |
| Community Redevelopment Area:   | NONE   |
| Empowerment Zone:               | NONE   |
| Enterprise Zone:                | SOUTH  |
| Land Use:                       | SHOPPING CENTERS,<br>COMMERCIAL,<br>STADIUMS, TRACKS |
| Urban Development:              | INSIDE URBAN<br>DEVELOPMENT                          |



Digital Orthophotography - 2007

0 — 134 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water



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| [My Neighborhood](#) | [Property Appraiser](#)

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If you experience technical difficulties with the Property Information application, or wish to send us your comments, questions or suggestions please email us at [Webmaster](#).

Web Site  
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|                             |                                |
|-----------------------------|--------------------------------|
| Development:                | <a href="#">BOUNDARY (UDB)</a> |
| Zoning:                     | <a href="#">U-1</a>            |
| Non-Ad Valorem Assessments: | <a href="#">Get Info</a>       |

TAB 14

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE ART IN PUBLIC PLACES PROGRAM; PROVIDING CRITERIA FOR THE SELECTION OF WORKS OF ART; DELINEATING THE APPLICABILITY OF THE ORDINANCE TO COMMERCIAL DEVELOPMENT PROJECTS; DESCRIBING THE EFFECT UPON PERMIT PROCESS AND THE CERTIFICATE OF OCCUPANCY PROCESS; CREATING AN ART IN PUBLIC PLACES TRUST FUND AND CREATING GUIDELINES FOR CONTRIBUTION; PROVIDING FOR A PROCESS FOR APPROVAL OF DONATED ARTWORK AND PROCEDURES FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR RETURN OF UNUSED FEES; CREATING APPLICATION PROCEDURES REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and Town Council of the Town of Cutler Bay (the “Town”) desire to create an Art in Public Places program to enhance the beauty of the Town and to generate support for community recognition; and

**WHEREAS**, Town of Cutler Bay Art in Public Places Program is designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals; and

**WHEREAS**, the Mayor and Town Council desire to create the Art in Public Places program; and

**WHEREAS**, the Town finds that this ordinance will promote the health, safety and welfare of the Town.

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

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

**Section 2. Art in Public Places** The Code the Town of Cutler Bay, is hereby amended to adopt the Art in Public Places program, as follows:

**Section 1. Intent and purpose.**

The purpose of the Town of Cutler Bay Art in Public Places Program is to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals.

**Section 2. Definitions.**

(a) “Art work” means durable creations that may be original or limited editions of art and that may include, but not be limited to, sculptures, murals, monuments, frescoes, fountains, paintings, stained glass, or ceramics, and may include architectural designs, components or structures as provided by section 14 of this ordinance. The “art work” medium may include, but not be limited to: glass, steel, bronze, wood, stone and concrete. For purposes of the art in public places program, “art work” does not include the following:

- (1) Directional elements, such as signage or graphics;
- (2) Objects that are mass produced in a standard design;
- (3) Landscape gardening, unless substantially comprising durable elements defined as “art work” under this section.

(b) “Development project” means any development, including remodeling, which requires a building permit or permits as described on the precise plan submitted for approval to the Town.

(c) “Project developer” means the owner, including its successor and assigns, of the subject property.

(d) “Project valuation” means the total value of the improvements approved for a development project, as indicated on the building permit application or applications submitted to the Town in order to obtain a building permit or permits for the development project.



(e) “Public place” means any exterior area on public or private property within the Town of Cutler Bay which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk.

(f) “Durable” means lasting, enduring and highly resistant to deterioration due to weather or the passage of time.

**Section 3. Administration of the Town of Cutler Bay art in public places program.**

The Town of Cutler Bay art in public places program shall be administered by the Department of Planning and Zoning of the Town of Cutler Bay. To assist in administering the art in public places program, the Town Council may appoint an advisory board (the “Board”).

**Section 4. Selections of works of art.**

All acquisitions will be in accordance with the criteria identified in this ordinance. The Town Council may approve each acquisition from those selections recommended by the Board. The Town Manager and Town Attorney will negotiate and execute appropriate contracts to acquire each approved work of art. Funds may be aggregated to acquire works of art.

(a) Selection Process. The Town Council shall establish procedures for selecting art work to be purchased from the resources of the art in public places fund. Those procedures may include the following means:

- (1) Open competition;
- (2) Limited competition;
- (3) Invitation;
- (4) Direct purchase;
- (5) Donation;
- (6) Any combination of the above.

All Board members, Town Council members, artists, applicants, and respective agents shall comply with the Town’s code of silence regulations.

(b) Selection criteria. In the selection process, the following principles shall be observed:

- (1) Works of art shall be located in areas where residents and visitors live and congregate and shall be highly accessible and visible (Maximum visual accessibility to pedestrian or vehicular traffic).

(2) Areas used by tourists, including parks and thoroughfares, at public or governmental facilities, shall each have a separate master plan which shall be incorporated as a portion of the master art plan.

(3) Board members should consider the inherently intrusive nature of public art on the lives of those frequenting public places. Artworks reflecting enduring artistic concepts, not transitory ones, should be sought.

(4) The Board's selections must reflect the cultural and ethnic diversity of the Town and South Florida without deviation from a standard of excellence.

(5) Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, likelihood that the artist can successfully complete the work within the available funding, diversity of works already acquired by the Town, diversity of the artists whose work has been acquired by the Town.

(6) Quality of the artwork;

(7) Maintenance requirements;

(8) Whether the artwork too closely resembles a business logo or sign and should, therefore, be rejected; and

(9) Any other criteria set forth in the public art program guidelines, as amended from time to time.

(10) Ability of the artist to complete the project within a specified schedule and budget;

(11) Exhibition and sales history of the artist, as well as works of art in public collections and previous public art purchases or commissions; and

(12) Any other criteria set forth in the public art program guidelines, as amended from time to time.

**Section 5. Applicability.**

(a) All commercial development projects (including interior or exterior modifications, additions, or new construction) including parking structures and/or commercial sites with a project valuation(s) as provided for under the development order or building permit(s) exceeding \$250,000 shall be subject to the provisions of this ordinance. Individual tenant improvements in any commercial or mixed-use development exceeding \$250,000, but not individual residential tenant improvements, shall comply with this provision.

(b) As determined by the Town Council, after public hearing, the development, remodeling or reconstruction of structures may be exempt from the fee for the art in public places program if:

(1) The structure is intended primarily to house one or more social service agency providers, affordable housing projects, or religious facilities; or,

(2) The project consists of the reconstruction of structures which have been damaged by fire, flood, wind, or other calamity.

(c) This ordinance does not apply to residential projects of any size.

**Section 6. Building permits.**

(a) Prior to issuance of a final building permit or certificate of occupancy, the applicant or developer for projects subject to this ordinance shall be required to:

(1) Pay \$2500 for an art fee; and

(2) Any party may contribute to the fund at amounts greater than those required by this section at their discretion.

**Section 7. Certificates of occupancy.**

No final approval, such as a final inspection or a certificate of occupancy, for any development project subject to this ordinance shall be granted or issued unless and until full compliance with the Town of Cutler Bay art in public places program is achieved in one or more of the following ways:

(a) Art fees have been paid.

(b) Financial security, in an amount equal to the acquisition and installation costs of an approved art work, in a form approved by the Town attorney has been posted the Town.

**Section 8. Creation of art in public places fund.**

There is hereby created within the Town of Cutler Bay a special banking account to be known as the Town of Cutler Bay Art in Public Places Fund. This fund shall be maintained by the Town and shall be used solely for the acquisition, installation, improvement, maintenance and insurance of art work as follows:

(a) All money received by the Town pursuant under the Art in Public Places Program or from endowments or gifts to the Town of Cutler Bay

designated for the arts shall be placed in the art in public places fund. All money shall be deposited, invested, accounted for and expended as follows:

(1) Funds received shall be deposited in the art in public places fund in a manner to avoid any commingling with other revenues and funds of the Town of Cutler Bay, except for temporary investments, and all funds shall be expended solely for the purposes for which they were collected. Any interest income earned by the money in the art in public places fund shall be deposited in the art in public places fund and shall be expended only for the purpose for which the money was originally collected.

(2) The public art fund shall be used solely for expenses associated with the selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, removal and insurance of the works of art or in relation thereto.

**Section 9. Ownership and maintenance of art work placed on the site of a project.**

(a) All art work placed on the site of a development project shall remain the property of the Town. The obligation to provide all maintenance necessary to preserve and maintain the art work in good condition shall remain with the owner of that site and the owner's successors and assigns, unless an agreement with the Town is reached and recorded.

(b) The obligation to maintain the art work shall be enforced as follows:

(1) Prior to the placement of the art work on a development project, the property owner shall record a document with the county recorder setting forth a description of the art work and acknowledging the obligation of the property owner to repair and maintain it. This document and the underlying covenant shall run with the land and provide notice to future property owners of the obligation to repair and maintain the art work and of certain limitations related to any federal, state or local laws governing the rights of the artists including but not limited to rights regarding the alteration, modification or relocation of subject art work. The Town shall be a signatory party to this document, and its final form and content shall be approved by the Town attorney.

(2) Maintenance of art work, as used in this ordinance, shall include, without limitation, preserving the art work in good condition to the satisfaction of the Town, protecting the art work against physical defacement, mutilation or alteration, and securing and maintaining insurance coverage for fire, wind, vandalism and extended liability in an amount to be determined by the Town attorney.

(3) At any time the Town Council determines that art work has not been maintained in substantial conformity with the manner in which it was originally approved, the code compliance division of the Town of Cutler Bay, as authorized by the Town Council, shall require the current property owner to either:

(i) Repair or maintain the art work; or

(ii) After reasonable notice, pay the lesser of either the costs estimated by the Town to be required to repair and maintain the art work and/or secure and maintain insurance for the art work, or the percent for the art fee required under this ordinance, based upon the current fee schedule and the current fair market value of the building, structure or improvement for which the art work was required, as determined by the county tax assessor.

(c) Stolen or removed art works are to be replaced by the owner. Replaced pieces are to be reviewed and approved by the Town Council.

(d) All art work donated to the Town shall become the property of the Town upon acceptance by the Town Council.

**Section 10. Return of fees.**

(a) Fees paid into the art in public places fund that are not committed within ten (10) years from the date of payment may be returned to the current owner of the development project with all interest actually earned thereon if a written request for return is filed with the Town treasurer during the tenth year after payment and refund of the fees is approved by the Town Council. The request for return shall be verified and shall include the date of payment, the amount paid and method of payment, the location of the development for which the fee was paid, and a statement that the applicant is the payer of the fees and/or the current owner of the development project.

(b) The Town Council shall determine if return of the then uncommitted portion of the fees and interest is appropriate and, if so, the method of refund. No refund shall be appropriate if the Town Council determines any one of the following applies:

(1) The Town Council finds the fee is needed for the art in public places program.

(2) Moneys were not posted as fees, but were satisfied by letter of credit, bond or other instrument taken to secure payment at a future date.

**Section 11. Application procedures for placement of art work on private property but with “public space;” and all donations of art work to the Town of Cutler Bay.**

An application for placement of art work on private property but within “public space” or for the donation of art work to the Town (as a gift), shall be submitted to the Town Council, after review and recommendation by the Board, and shall include:

(a) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art work;

(b) An appraisal or other evidence of the value of the proposed art work including acquisition and installation costs (To establish the value of art submitted, the Town may employ an independent art appraiser to provide a written appraisal of the art. Such appraisal shall either be funded from the Art in Public Places fund or by the developer as part of the overall art contribution);

(c) Preliminary plans containing such detailed information as may be required by the Town to adequately evaluate the location of the art work and its compatibility with the proposed development project and/or with the character of adjacent developed parcels and the existing neighborhood;

(d) A written agreement executed by the artist who created the art work, in which he or she expressly waives all rights that may be waived under applicable state and federal laws. The artist of approved artwork shall grant to the Town an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for Town-related purposes, and grant to the Town the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by the Town attorney. Town approval of the artwork shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the Town which are deemed to be public records pursuant to the public records laws of the state. The Town shall also have the option of referring to the name and title of the artist and artwork in reproductions;

(e) When art work is to be placed on private property, a written statement executed by the property owner and approved by the Town attorney that requires the landowner or his or her successors and assigns to defend, indemnify and hold the Town harmless against any liability, loss, damage, costs or expenses (including reasonable attorneys’ fees and court costs) arising from any claim, action or liability related to the art work;

(f) A narrative statement to be submitted to the Town to demonstrate that the art work will be displayed in a public place; and

(g) A statement indicating the property owner's willingness to maintain the art work in compliance with section 9 of this ordinance.

(h) Ownership and Upkeep. Ownership of all works of art acquired by the Town under this program is vested in the Town of Cutler Bay. The Board and the Town Council are charged with the custody, supervision, maintenance and preservation of such works of art. In each instance, the Town shall acquire title to each work of art acquired.

**Section 3. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 4. 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 5. 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 6. Effective Date.** That this Ordinance shall be effective 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    | _____ |



TAB 15



## MEMORANDUM

**To:** Steven Alexander, Town Manager  
**From:** David Hennis, Planning Director  
**Date:** November 10, 2008  
**Re:** Town of Cutler Bay Growth Management Plan Amendment to the Capital Improvement Element

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### REQUEST:

Staff recommends adoption of an amendment to the Capital Improvement Element of the Town of Cutler Bay Growth Management Plan in compliance with State requirements to update the capital improvement schedule on a yearly basis.

### BACKGROUND:

The Town's Growth Management Plan was determined by the State to be fully in compliance on October 28, 2008.

Revisions have been made to update the Capital Improvement Element (CIE) to be consistent with the requirements of Section 163.3177 Florida Statutes, which requires local governments to update the Capital Improvements Schedule on a yearly basis.

The primary purpose of the CIE update is to stay abreast of the facility needs of the community and to ensure that the deficiencies as well as the improvements identified in the other elements of the comprehensive plan as necessary to support the growth of the community are programmed and that the deficiencies are corrected accordingly over time.

### RECOMMENDATION:

It is recommended that the Town Council **approve** the amendment to the Growth Management Plan to update the Capital Improvement Element.

**ORDINANCE NO. 08- \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 2005, the Florida Legislature passed Senate Bill 360, which required, in part, that local governments annually update the capital improvements element contained in their comprehensive plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes is achieved and maintained over the planning period; and

**WHEREAS**, pursuant to Section 163.3177, Florida Statutes, all local governments are required to adopt this update by December 1, 2008; and

**WHEREAS**, the Town of Cutler Bay (the "Town") Town Council, sitting in its capacity as the Local Planning Agency, has recommended approval of the proposed amendments to the Capital Improvements Element of the Town's Comprehensive Plan ("Comprehensive Plan"); and

**WHEREAS**, the Town Council finds that this update to the Capital Improvements Element is consistent with the Comprehensive Plan; and

**WHEREAS**, the Town Council hereby finds that adoption of this Ordinance is in the best interest and welfare of the residents of the Town.

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

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

**Section 2. Adoption of the Capital Improvements Element Update.** That the Town Council hereby amends the Capital Improvements Schedule contained in the Capital Improvements Element of the Town of Cutler Bay Comprehensive Plan, with the updated Capital Improvement Schedule, which is attached to this Ordinance as Exhibit "A."

**Section 3. Conflicts.** That all ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 4. Severability.** That 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 5. Effective Date.** That this Ordinance shall be effective immediately upon passage by the Town Council on second reading, except that the effective date of these plan amendments approved by this Ordinance shall be the date a final order is issued by the Department of Community Affairs or Administration Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Department of Community Affairs notice of intent to find the plan amendments in compliance shall be deemed to be a final order if no timely petition challenging the plan amendments is filed.

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 \_\_\_\_\_

**Town of Cutler Bay  
Capital Improvement Element Amendment**

**November 12, 2008**

**Introduction**

The following amendment application consists of proposed revisions to the Capital Improvements Element for the Town of Cutler Bay. The Town was incorporated in November 2005 and adopted its first Growth Management Plan in April 2008. The plan was determined by the State to be fully in compliance on October 28, 2008. This is the first update to the Capital Improvements Element since the plan was adopted.

This amendment consists of updates to the data and analysis, revisions to the Capital Improvement Schedule and two new policies. The data and analysis consists of the public facilities capacity analysis and revenue and expenditure projections. The amendment includes copies of the current Capital Improvement Schedule with strikethrough formatting to indicate the table is being updated with new information.

## **Public Facilities Capacity Analysis**

Ensuring the availability of services and infrastructure to serve the existing and future population and land uses is an important function of the Growth Management Plan. The Growth Management Plan establishes levels of service for key facilities and infrastructure, including roadways, mass transit, potable water, sanitary sewer, drainage, and parks and recreation. The Capital Improvements Schedule identifies planned and programmed capital improvements that will be implemented by the Town and other agencies in order to meet or exceed the Level of Service standards, or otherwise implement the Growth Management Plan. In order to be financially feasible, revenues adequate to fund the projects identified as “funded” on the Capital Improvements Schedule must be demonstrated.

The following analysis of facility capacity demonstrates that the proposed capital improvements will maintain the LOS standards of the Town.

## **Potable Water**

LOS Standard – The Town’s Level of Service Standard for potable water is as follows:

Regional Treatment – System shall operate with a rated capacity that is no less than 2% above maximum daily flow for the preceding year.

User LOS – Maintain capacity to produce and deliver 155 gallons per capita per day (gpd).

Water Quality – Meet all County, State and federal primary potable water standards.

Countywide storage – Storage capacity for finished water shall equal no less than 15% of Countywide average daily demand.

With the exception of a few enclaves that remain on private wells, the Town is provided with potable water services through the Miami-Dade Water and Sewer Department (WASD). The Town shall coordinate with WASD on an ongoing basis in the delivery of potable services within its boundaries, and with the South Florida Water Management District in the management of the regional water supply.

The Alexander Orr Water Treatment Plant serves the Town of Cutler Bay. This plant has a capacity of 172 million gallons per day, which will increase to 205 million gallons per day by 2020 as a result of programmed improvements. Tables INF-2 and INF-3 in the support component of the Infrastructure Element provides potable water supply and demand analysis through 2020 for demand and 2030 for supply. This analysis indicates that the Town will meet its Level of Service standard for potable water through the planning period. The Town has not programmed any capital improvements related to water facilities.

## **Sanitary Sewer**

LOS Standard – 100 gallons per capita per day (gpd).

With the exception of a few enclaves that remain on septic tanks, the Town is provided with sanitary sewer services through the Miami-Dade Water and Sewer Department (WASD). The Town shall coordinate with WASD on an ongoing basis in the delivery of sewer services within its boundaries.



The Town is located in WASD's South Sewer Service District. The South Sewer District Plant has a design flow capacity of 112 million gallons per day. By 2010 the plant's capacity will increase to 131 million gallons per day as a result of programmed improvements. Table INF-5 in the support component of the Infrastructure Element documents the Town's existing and projected wastewater demand through the planning period. As demonstrated, the Town will meet its Level of Service standard for sanitary sewer service through the planning period. The Town has not programmed any capital improvements related to sanitary sewer facilities.

## **Drainage**

LOS Standard – The Town's Level of Service Standard for stormwater drainage is as follows:

**Quality** - The drainage and performance standards established in Chapter 62-25, 25.015, F.A.C., as amended with treatment of the first inch of rainfall to meet water quality standards required by Chapter 62-302, 862-302.500, F.A.C., as amended.

**Quantity** – Post-development runoff should not exceed the pre-development runoff for a 25-year storm event, up to and including an event with 24-hour duration. In addition, the Standard requires onsite treatment of the first inch of rainfall or the first half-inch of runoff, whichever is greater.

Most of the Town is located within Zone AE, the 100-year floodplain. The purchase of flood insurance is mandatory in these areas. The Town also includes areas within Zone X and Zone X-500. Zone X corresponds to areas outside of the 100 year floodplain, areas where 100 year sheetflow flooding at a depth of one foot or less may occur, or areas protected from 100 year floods by levees. Zone X-500 corresponds to the 500 year floodplain.

Stormwater drainage has been an ongoing challenge in the Town, particularly the areas of marl and muck soils east of Old Cutler Road. The Town has recently completed a Stormwater Master Plan and has assumed stormwater drainage responsibilities from the County. This Plan includes a detailed inventory of the stormwater system and projected deficiencies, and a program to correct these deficiencies.

The Town has programmed two storm water drainage improvement projects scheduled to begin in fiscal year 2008/09. The Cutler Ridge Elementary storm drainage project has received funding through a grant from the Florida Department of Environmental Protection (FDEP). The Saga Bay Neighborhood storm drainage project has also received funding from FDEP in addition to being funded by the stormwater utility fee which was recently transferred from Miami-Dade County to the Town.

## **Solid Waste**

LOS Standard – A collection capacity of 9.9 lbs. per capita per day, and disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements and contracts and non-committed solid waste flows for a period of five years.

The Town of Cutler Bay is provided with collection and disposal service through the Miami-Dade County Department of Solid Waste Management. The Town's solid waste is disposed of at the South Dade Landfill, which is located south of the Town Limits, or is processed through the Resources Recovery facility. As noted in the Infrastructure Element support component, the County's collection and disposal capacity will be sufficient to meet the Town's Level of Service Standard through 2015. The County has programmed \$75.83 million in capital solid waste disposal projects to address existing and projected demand, and to further expand capacity. The Town therefore does not anticipate any problems in meeting its solid waste Level of Service standard through the planning period and beyond. The Town has not programmed any capital improvement projects related to solid waste facilities.

## Transportation

Level of Service Standard – The Town's adopted Level of Service standard for roadways is as follows:

LOS D for principal arterial, collector, and local roads without available transit;  
LOS E for minor arterials without local transit;  
LOS E for roads within ½ mile of transit service with 20 minute headway;  
120 % of capacity where extraordinary transit service (commuter rail or bus service) is available;  
LOS D for limited and controlled access Florida Interstate Highway System roads;  
LOS E on limited access facilities where exclusive through lanes exist;  
LOS E on controlled access facilities with exclusive through lanes or that are parallel to exclusive transit.

The Town's existing and programmed transportation system, including existing and projected Levels of Service and programmed improvements, is described in the adopted and support components of the Transportation Element. Due to the fact that the Town is substantially built out, there is little opportunity for the construction of new roadways or expansion of existing roadways except local roads in developing areas. Transit and non-motorized transportation options need to be maximized in order to reduce congestion of the roadway system, particularly given the challenges presented by continued population growth. The Growth Management Plan's emphasis on mixed-use and transit-oriented development patterns, as envisioned by the Future Land Use Map and districts, is intended to reflect this focus and promote viable multi-modal transportation options.

The Capital Improvement Schedule includes funding from other agencies for numerous local transportation projects such as improvements to various intersections and new traffic circles on Old Cutler Road. Additionally, there is funding programmed for regional projects such as a new park-and-ride facility along the busway, the South Dade Greenway bike path, pedestrian underpasses, and additional lanes to the Homestead Extension to the Florida Turnpike (HEFT).

While the Town's capital improvements budget includes projects that are funded by other agencies, the Town is currently preparing its first Transportation Master Plan in order to provide a detailed analysis of the current traffic conditions and specific projects to address the failing roadways. The Transportation Master Plan is anticipated to be completed by early 2009. Projects from the Transportation Master Plan will be included in the next annual update of the Capital

Improvement Element. The following transportation capacity analysis describes potential improvements that are recommended for the Town to reach and maintain adopted LOS standards.

### Transportation Capacity Analysis

| Roadway        | Limits                     | Facility Type | LOS Standard |      |      | Potential Improvement  | Comments  |
|----------------|----------------------------|---------------|--------------|------|------|--|---|
|                |                            |               | 2007         | 2015 | 2030 |  |   |
| SW 184 St      | Franjo Rd to SW 92 Ave     | 2L            | D            | D    | E    | Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.   | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|                | SW 92 Ave to SW 87 Ave     | 2L            | D            | D    | E    |  |   |
| Caribbean Blvd | SW 117 Ave to SW 110 Ave   | 2LD           | F            | F    | F    | Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.   | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|                | SW 110 Ave to US-1         | 4LD           | F            | F    | F    |  |   |
|                | US-1 to Fla TKP            | 4LD           | < C          | D    | F    |  |   |
|                | Fla TKP to SW 97 Ave       | 2L            | F            | F    | F    |  |   |
|                | SW 97 Ave to Marlin Rd     | 2L            | D            | D    | E    | - Further analyses to determine feasibility of intersection operational and safety improvements.<br>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.  |   |
| SW 211 St      | SW 112 Ave to SR 821       | 6LD           | D            | D    | F    | Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.   | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
| SW 216 St      | SR 821 to Old Cutler Rd    | 4LD           | D            | D    | F    | Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.   | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|                | Old Cutler Rd to SW 87 Ave | 4LD           | D            | D    | F    |  |   |
| Old Cutler Rd  | SW 216 St to SW 97 Ave     | 2L            | F            | F    | F    | Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.   | Designated as a Historical roadway which prohibits roadway widening.  |
|                | SW 97 Ave to Marlin Rd.    | 2L            | F            | F    | F    | - Two-Lane Roundabout.<br>- Complete sidewalk system along the north side of the road.<br>- Improve and/or rebuild the existing bike/pedestrian path to standards.<br>- Remove existing sidewalks along existing bike/pedestrian path segments.<br>- Remove the eastbound left turn lane between Marlin Rd and SW 208th St.<br>- Replace and install pavement markings and traffic signs as appropriate. |   |
|                | Marlin Rd to               | 2L            | F            | F    | F    | Traffic Operations and Safety including traffic  |   |

|            |                                  |     |   |   |   |   |   |
|------------|----------------------------------|-----|---|---|---|---|---|
|            | SW 87 Ave                        |     |   |   |   | signal phasing / timing, intersection improvements and transit improvements.  |   |
|            | SW 87 Ave to SW 184 St           | 2L  | F | F | F | - Two-Lane Roundabout at SW 87 Ave.<br>- Replace and install pavement markings and traffic signs as appropriate.  |   |
|            | SW 184 St to SW 77 Ave           | 2L  | F | F | F | Replace and install pavement markings and traffic signs as appropriate and traffic operations improvements.   |   |
| SW 97 Ave  | Franjo Rd to SW 184 St           | 2L  | F | F | F | Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.  | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|            | SW 184 St to SW 174 St           | 2L  | E | F | F |   |   |
| Marlin Rd  | Old Cutler Rd. to Caribbean Blvd | 2L  | D | E | E | - Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.<br>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.<br>- Transit improvements.  | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|            | Caribbean Blvd to SW 97 Ave      | 2L  | F | F | F |   |   |
|            | US-1 to SW 107 Ave               | 4LD | F | F | F |   |   |
| Franjo Rd. | Old Cutler Rd. to Caribbean Blvd | 2L  | E | F | F | - Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.<br>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.<br>- Transit improvements.  | Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. |
|            | Caribbean Blvd to SW 97 Ave      | 2L  | F | F | F |   |   |
| SW 87 Ave  | SW 216 St to Old Cutler Rd.      | 2L  | D | E | D | Work with the MPO to pursue the following:<br>- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.<br>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.   |   |
|            | Old Cutler Rd to Caribbean Blvd  | 2L  | D | F | D |   |   |
|            | Caribbean Blvd to SW 184 St      | 2L  | E | F | D |   |   |
|            | SW 184 St to SW 174 St           | 2LD | F | F | E |   |   |
| US-1       | Caribbean Blvd to Marlin Rd.     | 6LD | E | E | E | Work with the MPO and FDOT to develop incentives to increase usage of the Bus-Lane and consideration of other multimodal projects including providing park-n-ride lots, among others. In the interim, request FDOT to conduct the necessary studies to determine potential traffic operations improvements. |   |
|            | Marlin Rd to SW 184 St           | 6LD | D | E | E |   |   |

## Recreation and Open Space

LOS Standard – 1.2 acres of active public parks, 0.9 acres of private open space, 0.9 acres of conservation open space per 1,000 residents.

Parks provide numerous social, recreational, educational, environmental, and health benefits, and are an important component of quality of life. The Town of Cutler Bay is committed to providing

recreation and open space to current and future residents through the development, operation and maintenance of its park system, and coordination with other agencies.

The Town currently owns and operates a total of 33 acres of parkland in one community park, two neighborhood parks, two single-purpose parks and two mini-parks. The locations and a more detailed description of these parks are included in the support component of the Recreation and Open Space Element and Exhibit ROS-1. Moreover, Lakes-by-the-Bay Park, a 121-acre County regional park that will be located in the Town's boundaries, is programmed to open during the planning period.

Based on its projected 2007 population of 39,000, the Town requires 47 acres of active public parks to meet its Level of Service Standard. The Town therefore has an opportunity to provide six (6) more acres of active public parks. Based on the projected 2020 population of 60,000, the Town will require 72 acres of parks.

As noted in the Recreation and Open Space Element support component, there is currently an inventory of 390 acres of private recreation and open space that is considered in measuring the Level-of-Service Standard for private recreation and open space. Based on its 2007 population, the Town requires 35 acres to meet the Level of Service Standard for private recreation and open space. The Town therefore has a surplus of 355 acres of private recreation and open space. Finally, as noted in the Recreation and Open Space Element support component, there is currently an inventory of 1,663 acres of conservation open space that is considered in measuring the Level of Service Standard for conservation open space. Based on its 2007 population, the Town requires 35 acres to meet the Level of Service Standard for conservation open space. The Town therefore has a surplus of 1,628 acres of conservation open space. The Town will require 54 acres of private recreation and open space and conservation lands to meet its Level of Service Standard in 2020. Therefore, the Town does not anticipate any problem in meeting this Standard during the planning period.

To further the Town's goal of providing quality active public parks at a ratio of 1.2 acres per 1,000 residents, the Town has programmed numerous projects in the current fiscal year's budget. These projects include improvements to existing parks such as upgrading ball fields, installing new landscaping, installing ADA compliant facilities and improvements to the community pool. The Town has also budgeted money for land acquisition to expand the existing Lincoln Park.

## **Public Schools**

Level of Service Standard – Beginning January 1, 2008, 100 % utilization of Florida Inventory of School Houses (FISH) capacity with relocatable classrooms. Public schools that achieve 100 % of FISH capacity without relocatable classrooms should no longer utilize relocatable classrooms except as an operational solution.

The State's growth management requirements now mandate the inclusion of public schools as a component of concurrency management and comprehensive planning. The Cutler Bay Growth Management Plan includes an Educational Facilities Element, including a Level of Service Standard, to address these requirements. As demonstrated in the support component of the Educational Facilities Element, the Town anticipates that it will meet its Level of Service

Standard for public schools through the planning period. The Town has not programmed any capital improvement projects related to public school facilities.

## **Sources of Revenue and Forecast of Expenditures**

The Capital Improvement Budget represents the expenditures that the Town will incur in the current fiscal year. Projects may be one year or more likely are multi-year projects that are part of the multi-year Capital Improvement Plan. The Town's Capital Improvement Plan serves the dual role of a planning document for future year expenditures and a component of the Growth Management Plan.

The Town receives revenue to fund the Capital Improvement Budget from numerous sources. In addition to funding from other agencies, the Town receives funding for Capital Projects through grants, impact fees, the Town's general fund and utility fees.

The FY 08/09 proposed budget includes a transfer from the General Fund of \$744,700 as well as a transfer of park impact fees from the Special Revenue Fund of \$437,900, to fund current and future capital projects.

The Capital Improvement projects funded through the Town's Capital Improvement Budget include three categories, 1) Park Improvements; 2) Storm Water Utility; and 3) Contingency Reserves

### **Park Improvements**

Sources of funding for park improvements include Quality Neighborhood Improvement Program, Safe Neighborhood Parks Program, State Grants, Town General Fund and Park Impact Fees.

### **Storm Water Utility Operations and Projects**

The source of funding for the storm water utility operating expenses and improvement projects include the storm water utility fee and grants from the Florida Department of Environmental Protection.

### **Contingency Reserves**

The Town has set aside reserves from the general fund to finance future projects in the event that State grants or other funds are not sufficient for the various projects.

The following table illustrates the forecasted revenues through FY 12/13. The forecast is based on the expectation that tax revenue and impact fees will remain relatively flat for the near term due to the general downturn in the economy which has affected local property values and is slowing the pace of new development. The projections have stayed relatively consistent with the exception of the revenue related to park improvements. While the Town intends to apply for State grant funds to supplement impact fee revenues, the future projections do not include grant funding sources. The Town anticipates revenue from the County to fund improvements at Lakes by the Bay Park in FY 11/12. Table CI-3 of the Capital Improvement Element is updated as part of this analysis and illustrates the Town's forecasted expenditures through FY 12/13.

### **Forecast of Revenues**

**FY 08/09 through FY 12/13**

|                                     | <b>FY 08/09</b> | <b>FY 09/10</b> | <b>FY 10/11</b> | <b>FY 11/12</b> | <b>FY 12/13</b> |
|-------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Park Improvements                   | \$3,340,872     | \$200,000       | \$0             | \$1,000,000     | \$0             |
| Contingency Reserves                | \$320,400       | \$320,400       | \$320,400       | \$320,400       | \$320,400       |
| Storm Water Operations and Projects | \$947,676       | \$947,676       | \$947,676       | \$947,676       | \$947,676       |

## **Capital Improvement Schedule**

The following tables include the current Capital Improvement Schedule (Tables CI-3, CI-4, CI-5, and CI-6) with strikethrough formatting and the updated tables with underline to indicate that these tables are being replaced with updated information. Table CI-6 is being deleted due to fact that it contained duplicate information.





# Capital Improvements



**Table CI-3**  
*Cutler Bay Departments*  
**Capital Improvement Plan (Committed and Planned Sources)**  
 FY 07/08 through 11/12

| Agency                          | Project No. | Project Name                               | Description   | Funding Source         | Activity/Phase | Previous Years Funding | Fiscal Year         |                   |                     |                     |                     | Total               |
|---------------------------------|-------------|--|---|------------------------|----------------|------------------------|---------------------|-------------------|---------------------|---------------------|---------------------|---------------------|
|                                 |             |  |   |                        |                |                        | 07/08               | 08/09             | 09/10               | 10/11               | 11/12               |                     |
| Cutler Bay Parks and Recreation |             | <del>Cutler Ridge Park Canvas Canopy</del> | <del>Shading for playground equipment</del>                     | <del>SN, QNIP</del>    |                |                        | <del>-\$40</del>    |                   |                     |                     |                     | <del>-\$40</del>    |
|                                 |             | <del>School Property</del>                 | <del>New Grass</del>  | <del>SN, QNIP</del>    |                |                        | <del>-\$60</del>    | <del>-\$15</del>  |                     |                     |                     | <del>-\$75</del>    |
|                                 |             | <del>School Property</del>                 | <del>Field lighting</del>                                       | <del>SN, QNIP</del>    |                |                        | <del>-\$150</del>   |                   |                     |                     |                     | <del>-\$150</del>   |
|                                 |             | <del>School Property</del>                 | <del>New parking lot</del>                                      | <del>SN, QNIP</del>    |                |                        |                     | <del>-\$180</del> |                     |                     |                     | <del>-\$180</del>   |
|                                 |             | <del>Cutler Ridge Park Pavilion</del>      | <del>New Picnic Pavilion</del>                                  | <del>SN, QNIP</del>    |                |                        | <del>-\$35</del>    |                   |                     |                     |                     | <del>-\$35</del>    |
|                                 |             | <del>Cutler Ridge Park Via Course</del>    | <del>Via course around perimeter of park and school field</del> | <del>SN, QNIP</del>    |                |                        |                     | <del>-\$40</del>  |                     |                     |                     | <del>-\$40</del>    |
|                                 |             | <del>Cutler Ridge Park Landscaping</del>   | <del>Planting of trees</del>                                    | <del>SN, QNIP</del>    |                |                        |                     | <del>-\$30</del>  |                     |                     |                     | <del>-\$30</del>    |
|                                 |             | <del>Cutler Ridge Park Swimming Pool</del> | <del>Improvements</del>   | <del>SN, QNIP</del>    |                |                        | <del>-\$430</del>   |                   |                     |                     |                     | <del>-\$430</del>   |
|                                 |             | <del>Gateway Park Property</del>           | <del>Park acquisition</del>                                     | <del>Park impact</del> |                |                        | <del>-\$1,165</del> |                   |                     |                     |                     | <del>\$1,165</del>  |
|                                 |             | <del>Parks Master Plan Improvements</del>  | <del>Park Improvements</del>                                    | <del>Bond Fund</del>   |                |                        |                     |                   | <del>-\$2,000</del> | <del>-\$2,000</del> | <del>-\$2,000</del> | <del>-\$6,000</del> |

Note: Amount in Thousands  
 SN: Safe Neighborhood Parks Bond Program  
 QNIP: Quality Neighborhood Improvements Program

# Capital Improvements



Table CI-4  
Miami-Dade County Public Works

| Project No.        | Project Name   | Site  | Estimated Cost           | Paid to Date            |
|--------------------|--|---|--------------------------|-------------------------|
| <del>2003007</del> | <del>PTP Sidewalk</del>                                    | <del>SW 107th Avenue and US1</del>  | <del>-\$1,161.71</del>   | <del>-\$0.00</del>      |
| <del>2E+07</del>   | <del>PTP School Flashers</del>                             | <del>Gulfstream Road between Coral Sea Road and Montego Bay Drive</del>                                 | <del>-\$52,796.50</del>  | <del>-\$42,322.51</del> |
|                    |  | <del>SW 87th Avenue and SW 212th Street</del>   | <del>-\$99,038.00</del>  | <del>-\$80,516.52</del> |
| <del>2E+07</del>   | <del>PTP Traffic Signals</del>                             | <del>SW 87th Avenue and SW 212th Street</del>   | <del>-\$87,160.63</del>  | <del>-\$61,278.37</del> |
| <del>2E+07</del>   | <del>Drainage (County-wide)</del>                          | <del>SW 97th Avenue and SW 210th Street</del>   | <del>-\$42,994.48</del>  | <del>-\$33,522.88</del> |
| <del>2E+07</del>   | <del>Street Pavement Rehabilitation (WASD) - Zone 2</del>  | <del>SW 92nd Avenue and SW 212th Street</del>   | <del>-\$5,442.61</del>   | <del>-\$2,647.63</del>  |
|                    |  | <del>SW 208th Street and SW 80th Court</del>  | <del>-\$5,518.51</del>   | <del>-\$1,407.39</del>  |
|                    |  | <del>SW 216th Street and Old Cutler Road</del>  | <del>-\$4,838.28</del>   | <del>-\$3,775.96</del>  |
|                    |  | <del>11100 SW 214th Street</del>  | <del>-\$38,879.00</del>  | <del>-\$24,270.52</del> |
|                    |  | <del>SW 216 Street between Old Cutler Road and SW 99th Court</del>                                      | <del>-\$2,020.33</del>   | <del>-\$2,275.92</del>  |
|                    |  | <del>20320 SW 92nd Avenue</del>   | <del>-\$5,442.61</del>   | <del>-\$2,647.63</del>  |
|                    |  | <del>211136 Permit Lane</del>   | <del>-\$5,442.61</del>   | <del>-\$2,647.63</del>  |
|                    |  | <del>8773 SW 214th Lane</del>   | <del>-\$5,442.61</del>   | <del>-\$2,647.63</del>  |
| <del>2E+07</del>   | <del>Flashing School Signals</del>                         | <del>Coral Sea Road between Bahama Drive and SW 200th Street</del>                                      | <del>-\$111,136.69</del> | <del>-\$73,521.58</del> |
|                    |  | <del>Belview Drive between Sterling Drive and SW 19400 Block</del>                                      | <del>-\$83,707.36</del>  | <del>-\$41,267.95</del> |
|                    |  | <del>SW 214th Street between SW 10400 Block and SW 10200 Block</del>                                    | <del>-\$127,883.45</del> | <del>-\$6,116.91</del>  |
| <del>2E+07</del>   | <del>Traffic Signal Detection Loop Replacement No. 1</del> | <del>Galloway Road and SW 216th Street</del>  | <del>-\$27,991.58</del>  | <del>-\$0.00</del>      |
| <del>2E+07</del>   | <del>Hurricane Traffic Signal Repair</del>                 | <del>Quail Roost Drive and South Dixie Highway</del>  | <del>-\$13,215.97</del>  | <del>-\$11,346.10</del> |
| <del>2E+07</del>   | <del>Sidewalk Improvement Contract</del>                   | <del>Between SW 200th Terrace and SW 203rd Terrace and between SW 106th Avenue and SW 106th Court</del> | <del>-\$19,150.49</del>  | <del>-\$18,005.61</del> |
| <del>2E+07</del>   | <del>CFI Construction Testing and Inspection, Inc.</del>   | <del>SW 216th Street between Old Cutler Road and SW 99th Court</del>                                    | <del>-\$4,400.00</del>   | <del>-\$0.00</del>      |

# Capital Improvements



**Table CI-5**  
Other Agencies  
Capital Improvement Plan (Committed and Planned Sources)  
FY 07/08 through 11/12

| Agency  | Project No.                 | Project Name                | Description                | Funding Source          | Activity/Phase          | Previous Years Funding | Fiscal Year       |                  |                   |                   |                   | Total              |
|---|-----------------------------|-----------------------------|----------------------------|-------------------------|-------------------------|------------------------|-------------------|------------------|-------------------|-------------------|-------------------|--------------------|
|   |                             |                             |                            |                         |                         |                        | 07/08             | 08/09            | 09/10             | 10/11             | 11/12             |                    |
| MDTA  | <del>4204601</del>          | <del>Biscayne Park rd</del> | <del>to Canal Road</del>   | <del>CM</del>           |                         |                        | <del>42,450</del> |                  |                   |                   |                   |                    |
|   | <del>0000900</del>          | <del>Biscayne Park rd</del> | <del>to SH-2000</del>      | <del>DS</del>           |                         |                        |                   | <del>5,735</del> |                   |                   |                   | <del>5,735</del>   |
|   |                             | <del>Street</del>           | <del>to SH-2000</del>      | <del>LF</del>           |                         |                        |                   | <del>5,735</del> |                   |                   |                   |                    |
| PTP   | <del>N/A</del>              | <del>Caribbean and</del>    | <del>Mobility</del>        | <del>ETP</del>          | <del>PK</del>           | <del>50,500</del>      |                   | <del>5,000</del> | <del>5,000</del>  | <del>5,200</del>  |                   | <del>512,080</del> |
|   |                             | <del>Old Cutler Road</del>  | <del>Improvements</del>    |                         | <del>PSF</del>          |                        |                   |                  |                   |                   |                   |                    |
|   | <del>0000447</del>          | <del>Old Cutler Road</del>  | <del>to SH-07 Ave</del>    | <del>to SH-07 Ave</del> | <del>Construction</del> | <del>PE</del>          |                   | <del>5,650</del> | <del>52,000</del> | <del>67,000</del> |                   | <del>59,450</del>  |
| FDOT  | <del>4454001</del>          | <del>HEFT</del>             | <del>SH-2200</del>         | <del>FE</del>           | <del>FE</del>           |                        | <del>32,925</del> |                  |                   |                   |                   | <del>32,925</del>  |
|   |                             | <del>Intersect</del>        | <del>to Everko Drive</del> |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>446244</del>           | <del>SH-112th Avenue</del>  | <del>SH-2200</del>         | <del>DS</del>           | <del>DS</del>           |                        | <del>32,394</del> |                  |                   |                   |                   | <del>32,394</del>  |
|   |                             | <del>Street to SH-1</del>   |                            | <del>DS</del>           |                         |                        |                   |                  |                   |                   |                   |                    |
| MPO   | <del>4482121</del>          | <del>South Dade</del>       |                            | <del>SE</del>           | <del>FE</del>           | <del>200</del>         |                   | <del>5,710</del> | <del>51,000</del> | <del>51,745</del> |                   | <del>54,425</del>  |
|   |                             | <del>Greenway/Bike</del>    |                            |                         | <del>PK</del>           |                        |                   |                  |                   |                   |                   |                    |
|   |                             | <del>Park</del>             |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>7152631</del>          | <del>Black Creek rd</del>   | <del>Recreation</del>      | <del>SE</del>           |                         |                        |                   | <del>500</del>   | <del>500</del>    | <del>5750</del>   |                   | <del>5015</del>    |
| Miami-Dade County Parks and Recreation Department |                             | <del>Biscayne Trail</del>   | <del>Recreation</del>      |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   |                             | <del>to SH-1</del>          |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>4482121</del>          | <del>Miami-Dade</del>       |                            | <del>SE</del>           |                         | <del>0</del>           | <del>500</del>    |                  |                   |                   |                   | <del>500</del>     |
|   | <del>Greenway</del>         |                             |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>Signage/Pavement</del> |                             |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>to SH-1</del>          |                             |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |
|   | <del>62</del>               | <del>Lake by the Bay</del>  | <del>New Regional</del>    | <del>BBCBP</del>        | <del>Planning</del>     | <del>0</del>           | <del>3260</del>   | <del>5760</del>  | <del>5710</del>   | <del>52,250</del> | <del>51,500</del> | <del>57,000</del>  |
|   | <del>Park</del>             |                             |                            |                         |                         |                        |                   |                  |                   |                   |                   |                    |

Note: Amount in Thousands  
 CM: Congestion Management  
 DS: State Primary Highways  
 LF: Local Funds  
 PE: Preliminary Engineering  
 CST: Construction  
 DIB: State In-House Product Support  
 SE: Surface Transportation Enhancements  
 PTPBP: People's Transportation Plan Bond Program  
 SN: Safe Neighborhood Parks Bond Program  
 QNIP: Quality Neighborhood Improvements Program  
 BBCBP: Building Better Communities Bond Program

# Capital Improvements



Table CI-6  
Other Agencies  
2006-2011

| Agency   | Project No.   | Project Name                     | Description                  | Funding Source   | Activity/Phase      | Previous Years Funding | Fiscal Year    |                  |                  |                  |                    | Total              |
|--|---------------|----------------------------------|------------------------------|------------------|---------------------|------------------------|----------------|------------------|------------------|------------------|--------------------|--------------------|
|  |               |                                  |                              |                  |                     |                        | 06/07          | 07/08            | 08/09            | 09/10            | 10/11              |                    |
| <b>Miami-Dade County Parks and Recreation Department</b> |               |                                  |                              |                  |                     |                        |                |                  |                  |                  |                    |                    |
|  | <del>63</del> | <del>Lakes by the Bay Park</del> | <del>New Regional Park</del> | <del>BBCBP</del> | <del>Planning</del> | <del>0.0</del>         | <del>0.0</del> | <del>\$360</del> | <del>\$160</del> | <del>\$730</del> | <del>\$2,250</del> | <del>\$3,500</del> |

- CM - Congestion Mitigation
- DS - State Primary Highways
- LF - Local Funds
- PE - Preliminary Engineering
- CST - Construction
- DIH - State In-house Product Support
- SE - Surface Transportation Enhancements
- PTPBP - Peoples Transportation Plan Bond Program

\* In Thousands

- SN - Safe Neighborhood Parks Bond Program
- QNIP - Quality Neighborhood Improvements Program
- BBCBP - Building Better Communities Bond Program

\* In Thousands

**Table CI-3  
Cutler Bay Departments  
Capital Improvement Plan (Committed and Planned Sources)  
FY 08/09 through 12/13**

| <u>Dept.</u>                                      | <u>Project Name</u>             | <u>Description</u>  | <u>Funding Source</u>       | <u>Previous Years Funding</u> | <u>Fiscal Year</u> |              |              |              |              | <u>Total</u> |
|---|---------------------------------|---|-----------------------------|-------------------------------|--------------------|--------------|--------------|--------------|--------------|--------------|
|   |                                 |   |                             |                               | <u>08/09</u>       | <u>09/10</u> | <u>10/11</u> | <u>11/12</u> | <u>12/13</u> |              |
| <b>Cutler Bay Parks and Recreation Department</b> | Cutler Ridge Canvas Canopy      | Shading for playground equipment  | SN, QNIP                    | \$40                          |                    |              |              |              |              | \$40         |
|   | School Property                 | New Grass   | SN, QNIP                    | \$60                          | \$15               |              |              |              |              | \$75         |
|   | School Property                 | Field Lighting  | SN, QNIP                    | \$150                         |                    |              |              |              |              | \$150        |
|   | School Property                 | New Parking Lot   | SN, QNIP                    |                               | \$188              |              |              |              |              | \$188        |
|   | Cutler Ridge Park Pavilion      | New Picnic Pavilion   | SN, QNIP                    | \$35                          |                    |              |              |              |              | \$35         |
|   | Cutler Ridge Park Vita Course   | Vita course around perimeter of park & school field   | SN, QNIP                    |                               | \$40               |              |              |              |              | \$40         |
|   | Cutler Ridge Park Landscaping   | Planting of trees   | SN, QNIP                    |                               | \$30               |              |              |              |              | \$30         |
|   | Cutler Ridge Park Swimming Pool | Improvements  | SN, QNIP                    | \$100                         | \$330              |              |              |              |              | \$430        |
|   | Gateway Park                    | Property acquisition  | Park Impact Fees, SN, FRDAP | \$793                         | \$424              |              |              |              |              | \$1,217      |
|   | Bel Aire Park                   | Re-sod, lighting, shade trees & landscape   | Park Impact Fees            |                               | \$269              |              |              |              |              | \$269        |
|   | Saga Lake Park                  | New baseball & soccer fields, walkways, shade trees & landscape   | Park Impact Fees            |                               | \$148              |              |              |              |              | \$148        |
|   | Saga Bay Park                   | New lighted tennis courts, new playground equipment, ADA improvements, Parking lot, restrooms & vita course | FRDAP                       |                               | \$470              |              |              |              |              | \$470        |
|   | Franjo Park                     | Shade structures over bleachers   | SN, QNIP                    |                               | \$20               |              |              |              |              | \$20         |
| Lakes by the Bay Park                             | Park Master Plan Improvements   | Park Impact Fees, GF  |                             |                               |                    |              | \$1,000      |              | \$1,000      |              |

Note: Amount in Thousands  
 SN: Safe Neighborhood Parks Bond Program  
 QNIP: Quality Neighborhood Improvements Program  
 FRDAP: Florid Recreation Development Assistance Program

**Table CI-3  
Cutler Bay Departments  
Capital Improvement Plan (Committed and Planned Sources)  
FY 08/09 through 12/13**

| <u>Dept.</u>                   | <u>Project Name</u>             | <u>Description</u>                         | <u>Funding Source</u>       | <u>Previous Years Funding</u> | <u>Fiscal Years</u> |              |              |              |              | <u>Total</u> |
|--------------------------------|---------------------------------|--|-----------------------------|-------------------------------|---------------------|--------------|--------------|--------------|--------------|--------------|
|                                |                                 |  |                             |                               | <u>08/09</u>        | <u>09/10</u> | <u>10/11</u> | <u>11/12</u> | <u>12/13</u> |              |
| <b>Public Works Department</b> | Cutler Ridge Elementary         | Improvements to Storm Drainage System      | FDEP                        |                               | \$140               |              |              |              |              | \$140        |
|                                | Saga Bay Neighborhood           | Improvements to Storm Drainage System      | FDEP                        |                               |                     | \$500        |              |              |              | \$500        |
|                                | Town-wide Sidewalk Improvements | Sidewalk Replacement and Install ADA Ramps | Second local option gas tax |                               | \$400               |              |              |              |              | \$400        |

Note: Amount in Thousands  
 FDEP: Florida Department of Environmental Protection

**Table CI-4  
Miami-Dade County Public Works**

| <u>Project No.</u> | <u>Project Name</u>                                    | <u>Site</u>  | <u>Estimated Cost</u> | <u>Paid to Date</u> |
|--------------------|--|--|-----------------------|---------------------|
| <u>2E+07</u>       | <u>PTP Traffic Signals</u>                             | <u>SW 87<sup>th</sup> Avenue and SW 212<sup>th</sup> Street</u>                        | <u>\$87,160.63</u>    | <u>\$74,219.5</u>   |
| <u>2E+07</u>       | <u>Drainage (Countywide)</u>                           | <u>SW 97<sup>th</sup> Avenue and SW 210<sup>th</sup> Street</u>                        | <u>\$42,994.48</u>    | <u>\$38,258.68</u>  |
| <u>2E+07</u>       | <u>Traffic Signal Detection Loop Replacement No. 1</u> | <u>Galloway Road (SW 87<sup>th</sup> Avenue) and SW 216<sup>th</sup> Street</u>        | <u>\$27,991.58</u>    | <u>\$13,995.79</u>  |
| <u>2E+07</u>       | <u>CTI Construction Testing and Inspection, Inc.</u>   | <u>SW 216<sup>th</sup> Street between Old Cutler Road and SW 99<sup>th</sup> Court</u> | <u>\$4,400.00</u>     | <u>\$2,200.00</u>   |

**Other Agencies  
Capital Improvement Plan (Committed and Planned Sources)  
FY 08/09 through 12/13**

| Agency                                    | Proj. No. | Project Name                                | Description                                    | Fundin<br>g<br>Source                | Activity/<br>Phase | Previ-<br>ous<br>Years<br>Fund-<br>ing | Fiscal Year     |           |          |         |       | Total     |
|---|-----------|---|--|--------------------------------------|--------------------|--|-----------------|-----------|----------|---------|-------|-----------|
|   |           |   |  |                                      |                    |  | 08/09           | 09/10     | 10/11    | 11/12   | 12/13 |           |
| MDTA                                      | 0000007   | Busway Park & Ride                          | SW 200 <sup>th</sup> St 350 spaces             | DS/ LF                               |                    |  | \$335/<br>\$335 |           |          |         |       | \$670     |
| PTP                                       | 000442    | Caribbean from Coral Sea to SW 87 Ave       | Roadway capacity improvements                  | PTP                                  | PE, CST            |  |                 | \$3,000   | \$13,000 | \$1,050 |       | \$17,050  |
|   | 0000441   | Old Cutler Road from SW 97 Ave to SW 87 Ave | Curb & gutter, traffic circles                 | Comm. Dist. 8<br>Discretionary Funds | PE, CST            |  | \$450           | \$2,000   | \$7,000  |         |       | \$9,040   |
| FDOT                                      | 4060961   | HEFT  | Add lanes & reconstruct SW 216 St to Eureka Dr | PE                                   | PE, Const          |  | \$541           | \$268,500 |          |         |       | \$269,041 |
|   | 4146211   | SW112th Ave                                 | Resurfacing from SW 224 St to US-1             | DS,<br>DIH                           |                    |  | \$116           |           |          |         |       | \$116     |
|   | 4251401   | US-1 at Caribbean Blvd                      | Intersection Improvements                      | DS                                   | PE                 |  |                 | \$18      |          |         |       | \$18      |
|   | 4147541   | US-1  | Surveillance System from SW 17 to SW 112 Ave   | DS                                   |                    | \$140                                  |                 |           |          |         |       | \$140     |
| MPO                                       | 2512651   | South Dade Greenway Bike Path               | Black Creek Canal                              | SE                                   | PE, Const          |  | \$510           | \$1,880   |          | \$1,745 |       | \$4,135   |
|   | 4183331   | Black Creek & Biscayne Trail Bridges        | Pedestrian Underpass                           | SE                                   |                    |  |                 | \$757     |          |         |       | \$757     |
|   | 4183371   | Miami-Dade Greenways                        | Signage/ Pavement Markings                     | SE                                   |                    | \$50                                   |                 |           |          |         |       | \$50      |
| Miami-Dade County Parks & Recreation Dept | 63        | Lakes by the Bay Park                       | New Regional Park (96 acres of active park)    | BBCBP                                | Planning           | \$360                                  | \$160           | \$730     | \$2,250  | \$3,500 |       | \$7,000   |

Note: Amount in Thousands  
 CM: Congestion Management  
 DS: State Primary Highways  
 LF: Local Funds  
 PE: Preliminary Engineering  
 CST: Construction  
 DIH: State In-House Project Support  
 SE: Surface Transportation Enhancements  
 PTPBP: People's Transportation Plan Bond Program  
 SN: Safe Neighborhood Parks Bond Program  
 QNIP: Quality Neighborhood Improvements Program  
 BBCBP: Building Better Communities Bond Program

Cutler Bay Growth Management Plan  
 Capital Improvements Element  
 Add the following Policies to Page CI-3

**Policy CI1-1N:** The Miami-Dade County Public Schools and Miami-Dade County have the responsibility for providing school concurrency related improvements and should continually seek to expand the funding sources available to meet those requirements.

**Policy CI1-1O:** The Miami-Dade County Public Schools Facilities Work Program dated September 2008, will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.



TAB 16



## Planning & Zoning Department

Kathryn Lyon  
*Acting Community Development Director*

### MEMORANDUM

Date: November 6, 2008

To: Steve Alexander, Town Manager

From: Kathryn Lyon, Acting Community Development Director

Re: Proposed Amendments to the Sign Code for the Town of Cutler Bay

---

#### **BACKGROUND**

The Mayor and Town Council have expressed its desire to improve the signage permitted within the Town; such sign regulations include flag displays.

#### **REQUEST**

Councilman Meerbott requested staff to prepare a specific proposal to amend the height limit for flag poles in residential zoning districts.

#### **ANALYSIS**

The proposed ordinance, amending Chapter 33 "Zoning," Article VI "Signs" of the Code of Ordinances, has been prepared by Town planning staff with the advice of the Town attorneys in order to amend the Town's regulations by amending the provisions of **Sec. 33-96.5. Flag display standards**, to permit a maximum height of 35 feet for Flagpoles in residential zoning districts. Also to require all Flag poles be constructed in accordance with the construction and permitting requirements of Section 33-60 of the Miami-Dade County Code of Ordinances, as applicable, as recommended by the Town Attorney.

#### **RECOMMENDATION**

Staff recommends the Council approve the ordinance amending the sign regulations for the Town of Cutler Bay.

ORDINANCE NO. 08-\_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 “ZONING” ARTICLE VI “SIGNS” SECTION 33-96.5 RELATING TO THE MAXIMUM HEIGHT FOR FLAG POLES IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 20, 2008, the Town Council adopted Ordinance 08-19 providing for certain regulations of signs within the Town; and

**WHEREAS**, such sign regulations include flag displays as well as a maximum height requirement for flag poles in residential zoning districts; and

**WHEREAS**, it is the desire of the Town Council to amend the height limit for flag poles in residential zoning districts, to allow for a maximum flag pole height of 35 feet within the Town’s residential zoning districts; and

**WHEREAS**, the Town Council recognizes that Section 33-60 of the Miami-Dade County Code of Ordinances, which applies within the incorporated and unincorporated areas of the county, provides that flag poles exceeding 20 feet in height shall comply with construction and building permit requirements; and

**WHEREAS**, the Town Council finds and determines that this Ordinance is consistent with all applicable policies of the Miami-Dade County Comprehensive Plan; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed meeting on November 19, 2008, and recommended its adoption; and

**WHEREAS**, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS<sup>1</sup>:**

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

---

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

**Section 2. Amendment to Chapter 33 of the Town Code.** The Town Council hereby amends Chapter 33 “Zoning,” Article VI “Signs” as follows:

\* \* \*

**Sec. 33-96.5. Flag display standards.**

(a) *Maximum height.* Except as otherwise provided herein, flags shall be displayed on flag poles. Such poles in nonresidential zoning districts shall not exceed the allowed structure height of the zoning district or 60 feet, whichever is less. Flagpoles may not be placed on top of buildings or light poles. Flagpoles in residential zoning districts shall not exceed ~~20~~ 35 feet. Flag poles shall be constructed in accordance with the construction and permitting requirements of Section 33-60 of the Miami-Dade County Code of Ordinances, as applicable.

(b) *Maximum number and size.*

(1) The maximum dimensions of any flag shall be proportional to the flag pole height. The hoist side of the flag shall not exceed 20% of the vertical height of the pole. In addition, flags are subject to the following dimensional limitations:

| Pole Height   | Maximum Flag Size     |
|---------------|-----------------------|
| Up to 25 feet | 24 total square feet  |
| 25 to 39 feet | 40 total square feet  |
| 40 to 49 feet | 60 total square feet  |
| 50 to 60 feet | 150 total square feet |

(2) Each property shall be allowed a maximum of three (3) flag poles. A maximum of two flags shall be allowed per flag pole. References to flagpole height in this division refer to vertical flagpoles. References to the number of flags and flag poles and flag dimensions refer to both vertical flagpoles and mast-arm flagpoles (for example, staffs extending at an angle from a building). On United States and Florida holidays, there shall be no maximum flag size or number or other limitations on manner of display.

(c) *Flags on permanent fixtures other than poles.* Flags that are attached to the side of a structure without a pole shall not, individually or cumulatively, cover more than the greater of 24 square feet or 10% of the facade of the structure on which the flag is mounted. One flag is permitted on up to two building facades.

(d) *Setback.* A vertical flag pole must be set back at least 5 feet from all property boundaries.

(e) *Condition of flag and pole or other permanent mounting.* The flag and flag pole or other permanent mounting shall be maintained in good repair. Flag poles with broken halyards shall not be used, and torn or frayed flags shall not be displayed.

(f) *Use of flags as attention-attractors prohibited.* The placement of flags upon merchandise or structures to draw the public's attention to such items shall be considered to render such flags prohibited "attention attractors" pursuant to Section 33-95(f) of the Code.

\* \* \*

**Section 3. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 4. 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 5. 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 renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective 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    | _____ |

TAB 17



## Planning & Zoning Department

Kathryn Lyon  
*Acting Community Development Director*

### MEMORANDUM

Date: November 7, 2008

To: Steve Alexander, Town Manager

From: Kathryn Lyon, Acting Community Development Director

Re: Proposed Amendments to the Temporary Storage Units Ordinance for the Town of Cutler Bay

---

#### **BACKGROUND**

The Mayor and Town Council have expressed its desire to improve the regulations related to Temporary Storage Units permitted within the Town.

#### **REQUEST**

The Town of Cutler Bay finds and determines that regulations are necessary in relation to temporary on-site storage units and freight cargo containers.

#### **ANALYSIS**

The proposed ordinance, amending Ordinance 06-23 "Temporary Storage Units" of the Code of Ordinances, has been prepared by Town planning staff with the advice of the Town attorneys in order to amend the Town's regulations.

The proposed amendments are summarized as follows:

1. The usage and nature of these storage units and their oversight requires a permit be issued, and a system of permitting be implemented.
2. The town also wishes to clarify that the users of these units must pay a fee.
3. The Town desires that any portable storage company doing business in the Town obtain an annual permit.
4. The Town will also add regulations related to freight containers, clarifying that they too are to be permitted, that their users shall pay a fee, and that companies providing freight containers within the Town shall have to obtain an annual permit.

#### **RECOMMENDATION**

Staff recommends the Council approve the ordinance amending Ordinance 06-23 for the Town of Cutler Bay.



**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, UPDATING REGULATIONS RELATED TO TEMPORARY STORAGE UNITS AND FREIGHT CARGO CONTAINERS; CREATING PERMIT REQUIREMENTS; CREATING ANNUAL REGISTRATION FEE; CLARIFYING FEE REQUIREMENT RETROACTIVE TO PASSAGE OF INITIAL ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") finds and determines that regulations are necessary in relation to temporary on-site storage units (the "Storage Units") and freight cargo containers (the "Freight Containers"); and

**WHEREAS**, the usage and nature of these Storage Units and Freight Containers and their oversight requires that a permit be issued, and a system of permitting be implemented, in order to ensure that they are being utilized in compliance with the Town Code of Ordinances (the "Town Code"); and

**WHEREAS**, the Town also wishes to clarify that the users of these Storage Units and Freight Containers must pay a fee for the usage of the units as already stipulated by the Planning and Zoning Fee Schedule of the Town and Town Ordinance 06-23 in order to help defray the administrative costs relating to the oversight of these units; and

**WHEREAS**, the Town desires that any portable storage company providing Storage Units, as well as any company that provides Freight Containers, doing business in the Town obtain an annual permit, outlining the obligations and requirements for conducting business in the Town, in order to ensure that the company will comply with those obligations and requirements, and in order to allow the Town to monitor that compliance; and

**WHEREAS**, the Town finds that this ordinance will promote the health, safety and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS<sup>1</sup>:**

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

---

<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

**Section 2. Amendment to Ordinance 06-23 of the Town Code.** The Town Council of the Town of Cutler Bay hereby amends Ordinance 06-23 of the Town Code of Ordinances as follows:

(1) **Recitals.**

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

(2) **Purpose and Intent.**

This Ordinance regulates the placement of Temporary Storage Units and Freight Cargo Containers in order to promote the health, safety, and welfare of the residents of the Town and to preserve the aesthetic value of its neighborhoods.

(3) **Definitions.**

The following definitions shall apply under this Ordinance:

A. User shall mean the person that owns, rents, occupies, or controls the property.

B. Supplier shall mean the company or vendor which supplies the Temporary Storage Unit to the property.

C. Temporary Storage Unit shall mean a transportable unit designed and used primarily for temporary storage of building materials (before they are utilized for building purposes), household goods, and other such materials for use on a limited basis on a property. Such unit shall not be considered an accessory structure as provided in the Code of the Town of Cutler Bay.

D. Freight Cargo Container shall mean a reusable enclosed or semi-enclosed vessel, cargo container or truck trailer:

(i) Originally, specifically or formerly designed or used for the packing, shipping, movement or transportation of freight, articles, goods, belongings or commodities; or

(ii) Designed for or capable of being mounted or moved on a rail car, truck or vessel; or

(iii) Designed for or capable of being mounted on a chassis or bogie for movement by truck tractor or other similar device.

Such cargo container shall not be considered an accessory structure as provided in the Town Code. The Freight Cargo Container may be similar or identical to a Temporary Storage Unit in its appearance and/or function, the principal difference being its use for transient purposes rather than stationary storage.

(4) **Requirements for Placement of Temporary Storage Units and Freight Cargo Containers.**

The following requirements shall apply to the placement of Temporary Storage Units and Freight Cargo Containers in the residential zones:

A. It shall be unlawful for any person or entity to place or permit the placement of Temporary Storage Units and Freight Cargo Containers on property located within a Residential Zoning District unless the placement complies with this section of the Town Code.

B. Temporary Storage Units and Freight Cargo Containers shall only be placed on the User's driveway or a parking area or, if access exists at the side or rear of the site, the side or rear yard. The required parking space(s) shall at all times be maintained if temporary storage units are placed in parking areas. No more than one storage unit may be placed on a property at any time.

C. The Temporary Storage Unit or Freight Cargo Container shall be located at such property for a maximum of fourteen (14) consecutive days, including the days of delivery and removal. An extension may be granted to the User by the Town Manager, or designee, subject to conditions, for a reasonable additional time period in an amount not to exceed twenty eight (28) days.

D. A Temporary Storage Unit or Freight Cargo Container may not be located at a residential property for more than four months of any calendar year.

E. The User, as well as the Supplier, shall each be independently responsible for ensuring that the Temporary Storage Unit or Freight Cargo Container is maintained in good condition, free from evidence of deterioration, weathering, discoloration, graffiti, rust, ripping, tearing or other holes or breaks, at all times.

F. No Temporary Storage Unit or Freight Cargo Container shall be used to store solid waste, construction debris, demolition debris or any illegal or hazardous material. Upon reasonable notice to the User, the Town of Cutler Bay may inspect the contents of any Temporary Storage Unit or Freight Cargo Container at any reasonable time to ensure that it is not being used to store said materials.

G. No ~~storage unit~~ Temporary Storage Unit or Freight Cargo Container may be used to house humans or animals of any kind.

H. The date that the ~~container~~ Temporary Storage Unit or Freight Cargo Container was dropped off must be clearly posted, in a weather resistant manner, on the ~~container~~ Temporary Storage Unit or Freight Cargo Container.

(5) **Permits Required.**

A. Prior to commencing business in the Town the portable storage company must obtain an annual permit for providing Temporary Storage Units outlining the obligations and requirements for conducting business in the Town. The fee for such permit shall be

\$250.00. The annual permit fee for portable storage companies is payable on or before January 1 of each year, commencing January 1, 2009.

B. Prior to commencing business in the Town the company providing freight containers must obtain an annual permit for providing Freight Cargo Containers, outlining the obligations and requirements for conducting business in the Town. The fee for such permit shall be \$500.00. The annual permit fee for companies providing freight cargo containers is payable on or before January 1 of each year, commencing January 1, 2009.

C. Prior to placing a Temporary Storage Unit or Freight Cargo Container on site, the user or the supplier of the Temporary Storage Unit or Freight Cargo Container must apply for a site permit. Application for the site permit shall be made to the Town on a form provided by the Town. The application shall include the signature of the site property owner in order to ensure that the site owner has full knowledge of, and consents to the placement of the portable storage unit on site and the provisions of this section.

D. Pursuant to Town Ordinance 06-23 and Section U of the Town Planning and Zoning Fee Schedule, a fee shall accompany the completed application for a Temporary Storage Unit or Freight Cargo Container, in the sum of \$85.00, payable by the user. The effective date of this fee is September 19, 2006.

E. Portable storage unit permits will not be granted to any portable storage unit company, or customer of any portable storage unit company, which is found to be in violation of the regulations of this section, until such violation is brought into compliance.

~~(5)~~**(6) Placement of Temporary Storage Units in other Zoning Districts.**

~~A storage unit~~Temporary Storage Unit or Freight Cargo Container placed in a zoning district other than residential shall comply with the subsections (4)C, (4)D, (4)E, (4)F, (4)G and (4)H above of this Ordinance.

\*\*\*

**Section 3. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. 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 5. 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 renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading, and shall be applied retroactively to the extent indicated in paragraph (5) (B) above.

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 \_\_\_\_\_

TAB 18

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 08-18 WHICH ORDINANCE ADOPTED AN OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009 BY REVISING SAID BUDGET TO APPROPRIATE \$60,000 DESIGNATED AS CONTINGENCY RESERVES AND PROVIDE SUCH FUNDS BE ALLOCATED TO THE PARKS BUDGET 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; and

**WHEREAS**, the Town Council approved the recommendations of the Parks and Recreation Advisory Committee for improvements to Cutler Ridge Park (the "Park"); and

**WHEREAS**, the funding for the Park that was provided by the Quality Neighborhood Improvement Program (QNIP) and the Safe Neighborhood Parks program (SNP) was based on estimates for funding Park improvements created several years ago, and the costs for these improvements have increased in the years the Town was waiting for the transfer of these funds from the County; and

**WHEREAS**, while the Park amenities currently funded include facilities for young children and teens, they do not provide for adult exercise, such as a walking path requested by adults and senior citizens; and

**WHEREAS**, the public is anticipating a walking path for the Park; and

**WHEREAS**, the vita course estimate is \$135,000, as it must be developed to the standards of the ADA; and to create a simpler, smaller, walking path will require a maximum of \$60,000; and

**WHEREAS**, a new walking path can be completed more efficiently and cost effectively by including it in the work currently underway; and

**WHEREAS**, for the fiscal year commencing October 1, 2008, the Council deems it necessary to appropriate \$60,000 designated as contingency reserves and allocate such funds to the Parks Department for the Town Manager to utilize towards the construction of a new walking path as a part of the current renovations planned for the Park; and

**WHEREAS**, the Town finds that this Ordinance will promote the health, safety and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND 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. 08-18 which ordinance adopted the Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2008 through September 30, 2009, by revising said budget to appropriate \$60,000 from contingency reserves and allocate such funds to Parks Department for the Town Manager to utilize towards the construction of a new walking path as a part of the current renovations planned for the Park.

**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 \_\_\_\_\_ 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 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 \_\_\_\_\_

TAB 19

**ORDINANCE NO. 08-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO MALLS AND BUSINESSES WITH PARKING LOTS CONTAINING 25 OR MORE PARKING SPACES; PROVIDING FOR INSTALLATION OF SECURITY CAMERA SYSTEMS FOR PARKING LOT SURVEILLANCE; PROVIDING FOR A PROCEDURE FOR MALLS AND BUSINESSES TO KEEP RECORDINGS FOR 30 DAYS; PROVIDING FOR AN EXEMPTION FOR CONVENIENCE BUSINESSES ALREADY GOVERNED BY SIMILAR FLORIDA STATUTES; PROVIDING TECHNICAL SPECIFICATIONS FOR A SECURITY CAMERA SYSTEM; CREATING A GRACE PERIOD FOR COMPLIANCE FOR EXISTING MALLS AND BUSINESSES; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES SECTION OF THE CODE TO INCLUDE PENALTIES FOR VIOLATION OF THESE SECTIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) deems it to be in the best interest of the health, safety, and welfare of its citizens, businesses, and visitors to provide safer environments for customers and employees in its community; and

**WHEREAS**, the Town Council of Cutler Bay finds that the parking lots of businesses and both enclosed malls and retail strip malls (the “Malls”) may expose people to the risk of abductions, robberies, and other similar criminal acts; and

**WHEREAS**, statistics compiled by the Cutler Bay Police Department demonstrate that insufficient mall security is a significant threat to the health, safety, and well-being of visitors to Miami-Dade County malls, and Town of Cutler Bay malls in particular, and

**WHEREAS**, the Cutler Bay police have determined, for example, that there were 136 documented, significant criminal incidents last year at the Southland Mall in Cutler Bay alone, nearly 32% higher than the other comparable Malls studied; and

**WHEREAS**, this risk was corroborated by a recent investigative report in the *South Florida Sun-Sentinel* that studied 13 malls in Miami-Dade, Broward, and Palm Beach Counties, including the fact that parking lots and garages are the most dangerous places at a mall, that in four of five cases surveillance cameras which could have prevented or helped solve the crime were non-existent, broken, or captured only flawed and useless images, and that in three of four cases a suspect is not arrested or even identified; and

**WHEREAS**, the Town Council of Cutler Bay, as corroborated by the Cutler Bay Police Department, finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots of Malls and businesses, should both improve the solvability of crimes in those areas and deter and prevent future crimes; and

**WHEREAS**, the threat of liability for these incidents to mall and business owners is very significant and could undermine the economic health of the Town's business community. For example, in November of 2007, there was a \$104 million verdict against a North Miami strip mall for negligent security; and

**WHEREAS**, by installing these security cameras now, rather than after an incident takes place, owners of businesses and Malls may take affirmative steps to not only protect their loyal customers and employees but also help insulate themselves from liability; and

**WHEREAS**, the installation of security cameras would be a valuable tool for protecting customers and employees from harm and to help protect owners of Malls from liability.

**NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS<sup>1</sup>:**

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

**Section 2. Cameras in Retail Strip Malls, Enclosed Malls, and Businesses.**

- (1) This section shall be known as the "Town of Cutler Bay Parking Lot Security Ordinance."
- (2) **Findings.** The Town Council finds that in the absence of security measures the parking lots of businesses, and enclosed malls and retail strip malls ("Malls"), may leave the Town's citizens, visitors and business employees vulnerable to abductions, robberies, and other similar criminal acts, despite the provision of law enforcement services. The Town Council of Cutler Bay, corroborated by the Town's Police Department (contracted through the Miami-Dade Police Department), finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots of businesses, may improve both the solvability of crimes in those areas and, more importantly, deter future crime. The Town Council also finds that certain minimum-security requirements are beneficial to better protect the health, welfare, and safety of residents and visitors to the town.
- (3) **Intent.** It is the Council's intent to require businesses or Malls which have 25 or more parking spaces to install, use, and maintain security cameras to protect employees and the consumer public from robbery, burglary and other violent crimes. It is the Council's intent that security

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<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

cameras required hereunder shall be adequate enough to significantly improve solvability of crimes committed in parking lots.

(4) Security measures for convenience businesses. Any convenience business, as defined by F.S. § 812.171 is hereby exempt from the requirements of this ordinance.

(5) Required security measures for Businesses and Malls.

(a) Every business and Mall that is open to the public and has 25 or more parking spaces shall install, operate, and maintain a video or security camera system in its parking lot for surveillance purposes that is capable of recording and retrieving a clear and identifiable image for each section of applicable parking areas to assist law enforcement personnel in offender identification and apprehension. The security system shall be capable of making such recording in any location within the parking facilities and the system shall be installed so that no part of the parking facility is obscured from surveillance and it produces a clear and identifiable image of the license plate of each vehicle in the parking lot, as well as coverage of the entrance and exit to the parking lot. The minimum technical specifications of the security camera system which have been created with input from experts in this field, are contained within Attachment "A". All recordings must be retained and available to police for a period of 30 days from the date of recording. The Town Manager, in consultation with the Town Chief of Police, may allow a business or Mall to utilize an alternative technology for surveillance other than that which is specifically described herein if that alternative will accomplish the goals of this ordinance and circumstances prevent the business or Mall from complying with the specific requirements of this ordinance. Businesses with secured parking facilities shall be exempt from the requirements of this subsection. For the purposes of this section, secured parking facilities means a parking facility operated by an entity, with 24-hour on-site security patrol or a completely fenced in parking lot with the premises controlled by a manned guard gate.

(b) This ordinance shall be limited in its application to those parking lots for Malls and businesses whose primary purpose is to serve retail, restaurant and service establishments, and these requirements shall not apply to parking areas that solely serve locations containing solely private office or residential complexes.

(6) Enforcement Grace Period.

(a) Businesses and Malls which exist on the effective date of this ordinance and are required by this ordinance to have a security camera system shall have a period of 120 days (the "Grace Period") from the effective date of this ordinance to comply with the regulations set forth herein. Businesses and Malls which commence operations after the effective date of this Ordinance shall not have a Grace Period.

(7) Signage Requirement

(a) Businesses and Malls that are subject to the provisions of this ordinance shall also post signs, that are clearly visible from the parking lot that state as follows: “This parking lot is being monitored by surveillance cameras by order of the Town of Cutler Bay and any criminal acts committed herein will be punished to the fullest extent of the law.” There shall be a minimum of one sign for every 250 parking spaces which signs shall be evenly placed throughout the parking lot, provided that no parking lot that is subject to this ordinance shall have less than one sign.

**Section 3. Schedule of violations and civil penalties amended.** That the Town Code of the Town of Cutler Bay is hereby amended by amending Ordinance 07-09, Section 10 “Schedule of civil penalties”, to read as follows: <sup>2</sup>

Sec. 10. Schedule of civil penalties.

TABLE INSET:

| <i>Code Section</i> | <i>Description of Violation</i>          | <i>Civil Penalty</i>  |
|---------------------|--|---|
| ***                 | ***                                      | ***   |
| <u>Ordinance</u>    | <u>Violation of Parking Lot Security</u> | First violation \$125; Second Violation \$250; Third or subsequent violation \$500. |
|                     |  |   |
| ***                 | ****                                     | ***   |

**Section 4. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 6. Inclusion in the Code.** It is the intention of the Town Council 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 7. Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

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<sup>2</sup> / Proposed additions to text of Town Code are indicated by underline; proposed deletions from text of Town Code are indicated by ~~strikethrough~~.

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 LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:

\_\_\_\_\_  
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 \_\_\_\_\_

# Attachment A

## Technical Specifications for Security Camera Systems

### Digital Video Recordings

The DVR used for this purpose shall adhere to the following guidelines:

1. Have one dedicated channel for each camera in operation.
2. Shall record at least 640 X 480 recording resolution level.
3. Shall have the capacity to record at fifteen frames per second, per camera. For example, a system with 10 cameras would need to have a DVR capable of recording at least 150 frames per second.
4. Shall have enough memory to retain data from all cameras for a period of thirty days. One estimate has been provided that this would equal approximately 40 GB of hard drive memory per camera.
5. Possess the ability to view and retrieve data while the system remains in operation.
6. Possess the ability to time stamp and “watermark” the recorded images.
7. Possess the ability to produce a DVD-R copy of desired data for evidentiary purposes in a format playable via Windows Media Player or a standard DVD player.
8. Shall be placed in a locked and secured location to prevent destruction or tampering.

### Cameras

1. Operate with a minimum of 480 Total Vertical Lines (TVL) of resolution.
2. The camera shall have the ability to record color images during sufficient lighting and record in black and white during hours of low light.
3. Each camera shall be matched to each specific application taking into consideration:
  - a. Distance to target image.



b. "Lux rating" or compatibility with the amount of light available to include excessive amounts of sunlight.

c. View angle of camera in relation to area of desired coverage.

4. Each camera shall have a clear and unobstructed view of the area of desired coverage.

5. Cameras shall be positioned to capture "Head and Shoulder" images of every parking space, as well a clear view of each vehicle's license tag at the exits and entrances to the entire parking area, of each establishment that is governed by this ordinance.

### **Digital Video Recorder Monitors**

1. Each system shall have a monitor that may be accessed by the Police Department for viewing of the recorded images.

2. The monitor shall be of a Liquid Crystal Display (LCD) design with a screen no smaller than fifteen diagonal inches.

### **3. Power Supply**

Each system shall have a dedicated power source to prevent intentional or accidental deactivation.

TAB 20

**ORDINANCE NO. 08-\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 2007-24 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2007/2008 FISCAL YEAR BY REVISING THE 2007/2008 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Town of Cutler Bay ("Town") and upon the recommendations of the Town Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2007/2008 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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

**Section 1. Findings.** The foregoing "Whereas" clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Amendment to the Budget.** The Town Council hereby authorizes the amendment of Ordinance No. 2007-24, which Ordinance adopted a budget for the 2007/2008 fiscal year, by revising the 2007/2008 budget as set forth on the attached Exhibit "A" which exhibits are deemed incorporated by reference as though set forth in full herein.

**Section 3. Authorization.** The Town Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2007.

PASSED on first reading this 15<sup>th</sup> day of October, 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 LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:

\_\_\_\_\_  
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 \_\_\_\_\_

TOWN OF CUTLER BAY  
2007/2008 Budget Amendment  
General Fund

EXHIBIT A

| Account #       | Description                             | 2007/2008<br>Adopted<br>Budget | 2007/2008<br>Budget<br>Amendment | 2007/2008<br>Revised<br>Budget |
|-----------------|---|--------------------------------|----------------------------------|--------------------------------|
| 001-514000-3100 | Town Attorney - Professional Services   | 360,000                        | 160,000                          | 520,000                        |
| 001-521000-3100 | Law Enforcement - Professional Services | <u>7,549,847</u>               | <u>(160,000)</u>                 | <u>7,389,847</u>               |