



## 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, January 21, 2009, 7:00 PM  
South Dade Regional Library  
10750 SW 211<sup>th</sup> Street, 1<sup>st</sup> 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 Children's Network

**3. APPROVAL OF MINUTES**

A. Council Meeting – November 19, 2008

TAB 1

**4. REPORTS**

A. TOWN MANAGER'S REPORT

1. Update on Caribbean Blvd. and SW 192 Dr.

B. TOWN ATTORNEY'S REPORT

C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS

**5. CONSENT AGENDA**

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

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TECHNOLOGY SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR

TAB 2

PROPOSALS (RFP) FOR A COMPREHENSIVE GOVERNMENT ERP SOFTWARE SYSTEM FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

**B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE ADOPTION OF THE TOWN OF CUTLER BAY STREET TREE MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.

**TAB 3**

**C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH GOMEZ BARKER ASSOCIATES, THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE THAT REPRESENTS THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**TAB 4**

**D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE REPLACEMENT AND INSTALLATION OF SIDEWALKS IN THE TOWN; AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE REPLACEMENT AND INSTALLATION OF SIDEWALKS; AND PROVIDING FOR AN EFFECTIVE DATE.

**TAB 5**

**E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS IN THE TOWN; AUTHORIZING THE ISSUANCE OF AN REQUEST FOR PROPOSALS (RFP) FOR ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**TAB 6**

**F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF STREET SWEEPER SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR STREET SWEEPER SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**TAB 7**

**G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR VEHICLE REPAIR AND MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**TAB 8**

**H.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO FEDERAL

**TAB 9**

REPRESENTATION FOR THE TOWN; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR FEDERAL REPRESENTATION SERVICES FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

- I. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF CUTLER BAY FLORIDA, ACCEPTING GRANT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 10

**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

**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, REVISING FEES FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION FRANCHISEES; PROVIDING FOR A DUMPSTER REGISTRATION FEE PAID BY THE FRANCHISEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 13

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-10 ENTITLED, "FLOODPLAIN MANAGEMENT REGULATIONS"; UPDATING DEFINITIONS; REVISING TOWN STANDARDS TO

TAB 14

CONFORM TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO THE PROTECTION OF TREES WITHIN THE TOWN; PROVIDING FOR THE REGULATION OF THE SAFEGUARDING, MAINTENANCE, AND REMOVAL OF TREES WITHIN THE RIGHT-OF-WAY OF THE TOWN OF CUTLER BAY; SETTING FORTH TOWN RIGHTS AND RESPONSIBILITIES; SETTING FORTH THE DUTIES OF THE TOWN; DESCRIBING PRIVATE LANDOWNER RIGHTS AND RESPONSIBILITIES; CREATING A PUBLIC EDUCATION PROGRAM; SETTING UP A SYSTEM FOR PERMITTING AND BOND REQUIREMENTS; PROVIDING FOR PENALTIES AND NOTIFICATION; SETTING FORTH TOWN INDEMNIFICATION GUIDELINES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

TAB 15

**8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)**

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCES 08-11 AND 08-12 TO PROVIDE FOR AN EXTENSION TO THE MORATORIUMS ON DEVELOPMENT WITHIN THE TOWN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

TAB 16

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

- A. 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.
- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A 10 YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE TOWN'S COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN) TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING AS REQUIRED BY FLORIDA LAW;

TAB 17

TAB 18

PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;  
AND PROVIDING FOR AN EFFECTIVE DATE.

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, 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 19

- D. AN ORDINANCE OF THE MAYOR AND 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.

TAB 20

- E. 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 21

- F. 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

TAB 22

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)

**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, January 26th at 5:00 p.m.

Town Hall, 10720 Caribbean Blvd., Suite 105

**B. Regular Council Meeting**

Wednesday, February 18th 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, November 19, 2008, 7:00 PM  
South Dade Regional Library  
10710 SW 211<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cutler Bay, Florida 33189

**1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:15 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.** Joanne Barns from American Cancer Society gave a brief presentation on the upcoming event Relay for Life on March 21<sup>st</sup> and March 22<sup>nd</sup>.

**B.** Arturo Siriya of Green Solar Systems gave a demonstration of green lighting options that are currently in the market.

**3. APPROVAL OF MINUTES:**

**A.** Councilmember Bell made a motion approving the minutes of the meeting on October 15, 2008. The motion was seconded by Vice Mayor MacDougall 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 introduced the new Community Development Director, David Hennis. The manager gave an update on the communications fees from the state. He stated that the Department of Revenue will be returning approximately \$23,000 to the Town. He mentioned that Code Enforcement recently completed the first phase of the FACE Level I course and all members passed the exam. The manager then turned to the mayor at which time the mayor read a letter from the Government of Finance Association recognizing the achievement of financial reporting.

**B. TOWN ATTORNEY'S REPORT**



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

The manager reminded the Council that a vote for travel arrangements for the Greenbuild Conference was needed due to the mandates of the Council travel policy.

Councilmember Bell made a motion to approve the travel arrangements for the Councilmembers who will be attending. The motion was seconded by Vice Mayor MacDougall and approved by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Bell announced that there will be a Parks Advisory Committee meeting on November 20<sup>th</sup> at 7:00 p.m. at Cutler Ridge Park.

Mayor Vrooman reported that the Communications Committee is making great progress and requested for an extension of 30 days for the committee to complete its report. Vice Mayor MacDougall made a motion to approve the mayor's request for an extension. The motion was seconded by Councilmember Bell 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 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.
  
- 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.
  
- 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.

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

Vice Mayor MacDougall pulled Items E and F. Councilmember Bell pulled Items C and I.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with pulled Items C, E, F, and I. The motion was seconded by Councilmember Bell and Resolutions 08-64, 08-65, 08-67, 08-70, 08-71, and 08-73 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:

- 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.

After some discussion, Councilmember Meerbott made a motion to defer the resolution to the next meeting. The motion was seconded by Councilmember Bell and was approved by 4-1 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; and Councilmember Sochin 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 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.

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

After brief discussion, Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 08-67 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- 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.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Councilmember Bell and Resolution 08-68 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- 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)**

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

Member Bell offered an amendment to change the word "all" to "each" in Section 2, sixth line down. Councilmember Bell made a motion to approve the resolution with the amendment. The motion was seconded by Vice Mayor MacDougall and Resolution 08-71 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.**

Planning Director David Hennis 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. Tom Condon, 19641 Holiday Road, Fred Meyers, 19500 Old Cutler Road, Arthur Nanni, 18843 Southwest 92 Avenue, addressed the Council.

After much discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott, but then withdrew his second pending Councilmember Bell's amendment. Due to lack of a second the motion dies.

Councilmember Bell offered an amendment to the resolution:

- Approve the resolution with the condition that the applicant submits a landscaping plan acceptable to Town staff.

Councilmember Bell made a motion to approve the resolution as amended with the foregoing amendment. The motion was seconded by Councilmember Sochin and the motion was approved by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Councilmember Sochin, and Mayor Vrooman voting Yes; Vice Mayor MacDougall voting No.

The clerk read the following resolution by title:

- 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.

Planning Director David Hennis 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. Tom Condon, 19641 Holiday Road, Fred Meyers, 19500 Old Cutler Road, Arthur Nanni, 18843 Southwest 92 Avenue, addressed the Council.

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

The clerk read the following ordinance by title:

- 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)**

Planning Director David Hennis gave an oral report recommending approval of the applicant's request for site plan approval.

Jerry Proctor, 200 South Biscayne Boulevard, the applicant, addressed the Council.

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

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

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

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

- A.** AN ORDINANCE OF THE 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.

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

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

- 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.**

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott 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.

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

- 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)**

Councilmember Meerbott 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.

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

- 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.

Councilmember Sochin 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.

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

- 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)**

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.

The mayor recessed the council meeting at 9:15 p.m. At 9:25 p.m. the mayor reconvened the council meeting.

**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 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.

The town manager provided a brief report on the ordinance.

The mayor opened the public hearing. Jose Jimenez, 150 West Flagler Street, Chris (Inaudible), South Dade Mall, Jaime Reyes, 9750 Southwest 215 Lane, and Louise Lockwood, 9071 Ridgeland Drive.

Councilmember Meerbott made a motion to defer the ordinance until the next council meeting. The motion was seconded by Councilmember Bell and was approved by a 3-2 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall voting Yes; Councilmember Sochin and Mayor Vrooman voting No.

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

- 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.

The town attorney provided a brief report on the ordinance.

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

Councilmember Meerbott made a motion to approve the ordinance. The motion was seconded by Councilmember Sochin and Ordinance 08-21 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.



The mayor recessed the council meeting at 10:30 p.m. At 10:35 p.m. the mayor reconvened the council meeting.

**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, Bill Meiklejohn, 9331 Sterling Drive, Arthur Nanni, 18843 Southwest 93 Avenue, Steve Zarzecki, 9640 Martinique Drive, and Barbara Condon, 19641 Holiday Road.

**11. MAYOR AND COUNCIL COMMENTS**

Vice Mayor MacDougall requested that the council reconsider the two Costa Brava resolutions Items 6A and 6B in the Quasi-judicial proceedings. Councilmember Bell made a motion to reconsider Items 6A and 6B. The motion was seconded by Councilmember Meerbott and was approved by 3-2 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, and Vice Mayor MacDougall voting Yes; Councilmember Sochin and Mayor Vrooman voting No.

Vice Mayor MacDougall made a motion to extend the meeting beyond the 11:00 p.m. time limit. The motion was seconded by Councilmember Bell and all members approved the meeting extension.

Councilmember Bell requested that the Bike event needs more volunteers for the November 15<sup>th</sup> bike ride. She also announced that on November 25<sup>th</sup> there will be a Jim Shiver dedication at Cutler Ridge Park at 12:00 p.m.

Mayor Vrooman announced that the State of the Town will be December 2<sup>nd</sup> at Cutler Ridge Middle School at 7:00 p.m.

**12. OTHER BUSINESS:** None at this time.

**13. ADJOURNMENT**

The next council meeting will be held on January 21, 2009 at South Dade Regional Library.

The meeting was officially adjourned at 11:15 P.M.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, CMC  
Town Clerk*

*Adopted by the Town Council on  
this 21<sup>st</sup> day of January, 2009.*

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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 and Councilmembers

From: Steven J. Alexander, Town Manager

Date: January 12, 2009

Re: **A Resolution authorizing the issuance of a Request for Proposal for a comprehensive software package for the Town of Cutler Bay.**

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TECHNOLOGY SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE COMPUTER SOFTWARE PACKAGE FOR THE TOWN OF CUTLER BAY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE TOP-RANKED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Due to our growth and increasing complexity of our governmental processes, staff has encountered and identified limitations with its existing software package. This method of tracking expenditures and resources is critical for staff to provide the high level of services it desires to provide to the resident's of Cutler Bay. As part of the budget process for fiscal year 2009, staff outlined its concerns with the current software system and recommended to Council, and Council approved, budget authorization for an upgrade to the Town's current comprehensive software system.

In order to move forward with this budget approved upgrade, the Town needs to issue a RFP to outline the requirements the Town seeks in a software package and to establish criteria such that only qualified vendors respond. The attached resolution allows the staff to issue the RFP, which has been the product of a very comprehensive review of systems and requirements to solicit those qualified responses.

### RECOMMENDATION

Staff recommends Council adopt the resolution allowing staff to issue the RFP for a comprehensive software package.

**RESOLUTION NO. 09-\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO TECHNOLOGY SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR A COMPREHENSIVE GOVERNMENT ERP SOFTWARE SYSTEM FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's (the "Town") adopted 2008-09 fiscal year budget includes funding for government ERP software for the purchase of a comprehensive computer software package; and

**WHEREAS**, Town staff has developed the attached Request for Proposals (Exhibit "A") in order to obtain proposals from companies that can provide a comprehensive computer software package; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue of a Request for Proposals for a comprehensive government ERP software system, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Attest:

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

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

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

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

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

Vice Mayor Edward P. MacDougall \_\_\_\_\_

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

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

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

**REQUEST FOR PROPOSALS  
#09-01**

**Comprehensive Government ERP Software System**



**The Town of Cutler Bay Council:**

**Mayor Paul Vrooman  
Vice Mayor Edward MacDougall  
Councilmember Peggy Bell  
Councilmember Timothy Meerbott  
Councilmember Ernest Sochin**

Steven Alexander, Town Manager  
The Town of Cutler Bay  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, Florida 33189

**DATE ISSUED:           JANUARY 23, 2009  
CLOSING DATE:        FEBRUARY 20 , 2009**

# Town of Cutler Bay, Florida Request for Proposals No. 09-01

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## **SECTION 1 – REQUEST FOR PROPOSALS ADVERTISEMENT**

The Town of Cutler Bay (TOWN) issued the following Request for Proposals (RFP) Advertisement for an RFP for purchase of a Comprehensive Government Management ERP Software System for the TOWN.

The RFP Notice was advertised in the Miami Daily Business Review on January 23, 2009 and on the TOWN'S web site.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## SECTION 2 – BACKGROUND INFORMATION

The Town of Cutler Bay (Town) is accepting proposals for an Enterprise Resource Planning Software Package (ERP). The Town would like the successful vendor's package to integrate multiple Town functions into a single software package.

The RFP responses will be scored on 3 criteria:

### 1. Compatibility with Existing Town Services – (CETS)

The Town has been operational for 3 years and has developed a variety of Standard Operating Procedures (SOP). The ability of the ERP to adapt to the Town's SOPs is vital. The Town understands that not all ERP processes and procedures will adapt and that some SOPs will need modification but believes changes can be kept to a minimum. The proposals should demonstrate that the ERP can integrate most or all of the Town's functions to the maximum possible extent. RFP respondents will find a copy of the CETS on the Town website or may ask for a copy at the Town office. Each level of the CETS has a diminishing point value, see example below.

- |                    |  |
|--------------------|--|
| 1. Department      | (This level (1) has a value of 50 Points)  |
| 1.1. Feature       | (This level (2) has a value of 20 Points)  |
| 1.1.1. Sub-Feature | (This level (3) has a value of 10 Points)  |
| 1.1.1.1. Function  | (This level (4) has a value of 5 Points)   |
|                    | (All lower levels have a value of 1 Point) |

All responses of YES to the level receive the points indicated. NO answers receive zero points. Points are tallied and respondents are ranked from high to low.

### 2. Pricing –

The top 10 respondents from the CETS level are then ranked by price with 1000 points being awarded to the lowest price product 900 points to the next, 800 to the third and so on through the top 10 products.

### 3. Presentation –

Some or all of the proposers may be asked to provide a live demonstration of the actual product. The demonstration may last up to one full day and will involve the RFP selection committee as well as the appropriate department heads. All modules must be demonstrated and product will be evaluated on:

- Completeness of function demonstrated
- Usability of interface
- Compatibility with current Town processes
- Integration with other modules

Please Note:

The software presented must be the current baseline offering as presented in the response to the request for proposal (i.e., not a prototype developed specifically for this demonstration). All functionality demonstrated in the demonstration must be currently available and shall be service proven by having been successfully utilized in an existing client's production environment. The demonstration shall include only functionality that is included in the Cost Proposal without additional cost. For software demonstration purposes, a PowerPoint presentation or software simulation is not acceptable. Proposals may be re-evaluated after the demonstration. Demonstrations / presentations, if any, shall be evaluated prior to opening the pricing information and application of points therefore.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## **SECTION 3 – GENERAL CONDITIONS**

### **3.1 RFP Documents**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the vendor agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the VENDOR.

### **3.2 Taxes**

The VENDOR shall not be entitled to the TOWN'S tax exempt benefits.

### **3.3 Additional Terms and Conditions/Exceptions**

No additional terms and conditions submitted by the VENDOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. No exception to the terms and conditions shall be allowed.

### **3.4 Interpretations and Inquiries**

All VENDORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing at least seven business days prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the TOWN no later than **5:00 PM**, local time, on **February 5, 2009**. Written inquiries shall be addressed to:

Erika Santamaria, Town Clerk  
Town of Cutler Bay  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, Florida 33189  
Fax: (305) 234-4251

Submission of a Proposal shall serve as prima facie evidence that the VENDOR has examined the RFP and is fully aware of all conditions affecting the provision of services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be published by the TOWN on its web site. Only those interpretations of, or changes to, the RFP document that are made in writing may be relied upon.

### **3.5 Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the TOWN, either before or after submittal of the proposal, shall affect or modify any of the terms or obligations contained in the Request for Proposal. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the TOWN or the VENDOR.

### **3.6 Prohibition on Contingent Fees**

VENDOR warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide, full-time employee working solely for the VENDOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

### **3.7 Independence ADD/Conflicts of Interest**

On the form provided in Section 5 of this RFP, the VENDOR shall list, and describe any relationships – professional, financial or otherwise – that it may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the VENDOR shall give the TOWN written notice of any other relationships – professional, financial or otherwise – that it enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

### **3.8 Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A VENDOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall have sole discretion to determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of VENDOR, or the sale of a controlling interest in the VENDOR, or any similar transaction, VENDOR shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the Town Manager's sole discretion.

### **3.9 Legal Requirements**

VENDORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the products being offered in this

RFP. Lack of knowledge of the VENDOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.10 Advertising**

In submitting a Proposal, VENDOR agrees not to use the results there from as a part of any advertising or VENDOR sponsored publicity without the express written approval of the Town Manager or designee.

### **3.11 Execute Agreement**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the TOWN and the successful VENDOR(s). The order of precedence, in the event of a conflict among provisions, will be, in descending order, the Agreement, the RFP Documents, the VENDOR'S response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. Venue shall lie in Miami-Dade County, Florida.

### **3.12 Facilities**

The Town Manager or designee reserves the right to inspect each VENDOR'S facilities at any reasonable time, during normal working hours, without prior notice to determine that the VENDOR has a bona fide place of business, and is a responsible VENDOR.

### **3.13 Withdrawal or Revision of Proposal Prior to and After Opening**

VENDOR shall not withdraw, modify or correct a Proposal after the deadline for receipt of Proposals with the TOWN. The withdrawal, modification or correction of a Proposal after the deadline shall constitute a breach by the VENDOR and the Proposal shall be subject to rejection. No VENDOR may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

### **3.14 Town's Exclusive Rights**

The TOWN reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; and
4. Reject any or all submittals if found by the Town Council not to be in the best interest of the TOWN.

By submitting a Proposal for the products sought, all VENDORS acknowledge and agree that no enforceable Agreement arises until the TOWN negotiates and approves an Agreement with the selected VENDOR.

### **3.15 Addenda**

The TOWN reserves the right to issue addenda. Each VENDOR shall acknowledge receipt of such addenda on the form provided herein. In the event any VENDOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective VENDOR to verify that he/she has received all addenda issued before depositing the Proposal with the TOWN.

### **3.16 Review of the RFP Documents**

By the submission of a Proposal to provide product, the VENDOR certifies that a careful review of the RFP documents has taken place and that the VENDOR is fully informed and understands the requirements of the RFP documents and the quality of product to be provided.

### **3.17 Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.18 Public Records**

Any material submitted in response to this RFP shall be deemed to be a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law).

### **3.19 Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Town Manager, which shall be in his or her sole and absolute discretion. A list of any proposed subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, subject to his or her approval.

### **3.20 Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal or an Agreement to provide any goods or services to the TOWN and may not transact business with

the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, VENDOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the products set forth in this Request for Proposal.

### **3.21 Source Code in Escrow**

- 3.21.1 For all VENDOR -Owned Core System Software, the VENDOR shall maintain copies of the source code in escrow with an escrow company pre-approved by the TOWN. The VENDOR shall pay all fees associated with placing and maintaining the source code in escrow
- 3.21.2 Within fifteen (15) calendar days after the TOWN's written acceptance of the implementation of the system, the VENDOR shall submit to the TOWN a letter naming the escrow company that the VENDOR intends to use, with the understanding that the TOWN may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The TOWN will indicate its approval or disapproval in writing
- 3.21.3 Within fifteen (15) calendar days after the TOWN has provided to the VENDOR the written approval of a recommended escrow company, the VENDOR shall place the source code in escrow with the approved escrow company. The VENDOR shall provide the TOWN with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the TOWN's right to obtain the source code directly from the escrow company in the event of VENDOR default as described below. Throughout the term of the contract, the VENDOR shall ensure that the source code in escrow is kept current with the TOWN's production environment, matching the TOWN's production version level, including any upgrades, enhancements, or new releases that are applied to the TOWN's system
- 3.21.4 If for any reason during the term of the contract the VENDOR becomes unable to fulfill its obligations as described herein, the VENDOR agrees to deliver the source code held in escrow to the TOWN. In the event that the VENDOR fails to deliver the source code in a timely manner, as determined by the TOWN, the TOWN may obtain the source code directly from the escrow company

### **3.22 Warranty**

#### 3.22.1 Warranty Periods

- 3.22.1.1 The warranty period(s) shall be one (1) year, shall apply to all software accepted by the TOWN and to products or services resulting from change orders and enhancements related to that software, and shall begin on the first day of use by the Town of the software or modification



- 3.22.2 The warranty shall be applicable when TOWN staff performs any function under direction of the VENDOR during any turnover, training or maintenance periods required in the Contract.
- 3.22.3 Warranty Coverage
  - 3.22.3.1 The warranty encompasses any errors, defects, deficiencies or deviations discovered in any products or services, and errors created in TOWN data caused by such error, defect, deficiency or deviation.
  - 3.22.3.2 The warranty requires the correction by the VENDOR of all products or services containing any errors, defects, deficiencies or deviations, correction of errors in TOWN data caused by such, and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the TOWN, or which is procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and all system documentation provided by the VENDOR.
- 3.22.4 Time Frames for Warranty Services
  - 3.22.4.1 The VENDOR must promptly, at the direction of, and within the time specified by the TOWN, correct any errors, defects, deficiencies or deviations from specifications and all ERP-related system errors and performance or operational delays.
  - 3.22.4.2 The VENDOR shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, its functioning or interfaces on a Monday thru Friday 8:00 am to 6:00 pm EST basis at minimum
  - 3.22.4.3 Products and services shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the TOWN of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the TOWN system(s) or associated data, or would otherwise seriously impair, as determined by the TOWN, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then VENDOR shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing, by the TOWN
  - 3.22.4.4 The TOWN will determine when any errors, defects, deficiencies or deviations have been resolved.
- 3.22.5 Resources Required for Warranty Service
  - 3.22.5.1 The VENDOR shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense

to the TOWN, and shall make these corrections within the timeframe specified by the TOWN

3.22.6 Failure to Provide Effective Warranty Services

3.22.6.1 If the VENDOR fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the TOWN may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the VENDOR shall be required to reimburse the TOWN for all costs incurred to conduct the repair

3.22.7 Contact for Warranty Services

3.22.7.1 The VENDOR will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem

3.22.7.2 The VENDOR may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the VENDOR shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the TOWN and so that the TOWN shall not have to deal directly with the Subcontractor

3.22.7.3 The TOWN reserves the right to approve Subcontractors for warranty service, and such Subcontractors shall be approved in writing by the TOWN at the Town's reasonable discretion.

**3.23 References**

3.23.1 The VENDOR will be required to provide a minimum of 3 municipalities as reference. Two must be of similar size in population to the Town of Cutler Bay (40,000 residents) and one must be at least twice the population of Cutler Bay (minimum 80,000 residents). One of the reference cities may be chosen for a site visit during the final phase of the selection process

**3.24 Representations and Warranties**

3.24.1 Software Provider represents and warrants that the Software will perform substantially in accordance with its documentation and that the Software, or Licensee's use of the Software as permitted under this Agreement, does not infringe the copyrights, trademarks, trade secrets, or other intellectual property or other proprietary right of any third party. The term of the Warranty Period for the software performing substantially in accordance with its documentation shall be twelve (12) months, from the date that the Software in question is used in a production mode in the Licensee's ERP system. The term of the Warranty Period with regard to non-infringement shall be perpetual

**3.25 Non-Collusion Affidavit**

The VENDOR shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this RFP and as described in Section 4 of the RFP. VENDOR'S failure to include the affidavit shall result in disqualification.

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## SECTION 4 – PROPOSAL PROCESS

### 4.1 Preparation of Proposals

No VENDOR shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

### 4.2 Number of Copies

Four (4) complete copies of the Proposal, and one (1) original Proposal, are required to be submitted to the TOWN by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the VENDOR. Additional copies may be requested by the TOWN at its discretion.

### 4.3 Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the “Proposal”, in accordance with Section 4.4. The outside of the sealed package shall clearly indicate the submitting RFP No. 09-01, “Comprehensive Government ERP Software System Proposal,” VENDOR’S name, address and the name and telephone number of the VENDOR’S specific contact person. **The Proposal shall contain four (4) complete copies and one (1) original, and is required to be submitted to the TOWN by the date and time indicated in Section 4.6.**

All pricing information shall be submitted in a sealed envelope within the package containing the proposal and shall be clearly marked “Pricing Information” on the outside of the envelope which shall also include the name and address of the proposers. The provided Pricing Schedule shall be used for such purpose. Only the original with no additional copies of the pricing information is required.

### 4.4 Signatures

All required signatures shall be manual, in **blue ink**, and be by an authorized representative who has the legal authority to bind the VENDOR in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by VENDOR to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the VENDOR and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested

by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

#### **4.5 Proposal Format**

Included as addendums in this RFP are additional documents describing some of the TOWN's policies, procedures and processes. They are for informational purposes to enhance VENDOR understanding of the TOWNS current policies, procedures and processes.

The Proposal shall be completed in 2 parts.

1. ALL forms listed as Paper Submission in Table 4.1 Proposal Format are to be submitted 1 original and 4 copies in paper form.
2. ALL forms listed as Electronic Submission in Table 4.1 Proposal Format are to be submitted on 2 Data CDs in the same data format as provided. Excel Sheets as Excel with the appropriate information submitted.

The ONLY modifications to the spreadsheet content are the addition of the appropriate Y for Yes and N for No in the Yes / No Column. ANY other modifications will be considered grounds for rejection of the proposal. Once completed the CETS sheet is to be renamed to CETS Company Name, for easy identification.

The following summarizes some of the requirements:

#### **Letter of Intent**

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

#### **VENDOR'S Statement of Organization**

VENDORS shall complete Form 1. VENDORS are permitted to supply additional information that will assist the TOWN in understanding the VENDOR'S organization.

#### **Personnel**

VENDORS shall demonstrate significant personnel experience. All personnel performing services under this Agreement shall have at least three (3) years

experience in their respective disciplines. VENDORS shall carefully provide, in the format requested, all of the information requested in Form 2.

### **Experience**

VENDOR shall have a minimum of three (3) years of successful experience in providing Government ERP Systems to other municipalities in the US.. A summary of all of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the municipality, address, description of product provided, and a contact/reference person with phone number. VENDORS shall provide references for all jobs summarized using Form 3 provided in Section 5.

### **Financial Stability**

VENDORS shall demonstrate financial stability. VENDORS shall provide a statement of the VENDORS' financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

### **Financial Statement**

VENDORS shall include a copy of their latest audited financial statements. If the VENDOR is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the VENDOR does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

### **Transition Plan**

Ensuring a smooth, seamless transition is of critical importance to the TOWN. VENDORS shall provide a detailed description of how services will be transitioned under the Agreement from the TOWN'S prior applications to the potentially new application including data migration services.

### **Litigation History**

VENDORS shall provide a summary of any litigation or arbitration that the VENDOR, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the

monetary amounts involved. The TOWN may disqualify any VENDOR it determines to be excessively litigious.

### **Insurance Requirement**

VENDOR shall provide proof in the form of a certificate of insurance complying with the requirements specified in the contract portion of this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that VENDOR is able to obtain the required insurance.

### **Criminal Convictions**

VENDORS shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this Agreement, related to the services being proposed bid. The TOWN may disqualify a VENDOR on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition. Failure to make any required disclosure may also subject a VENDOR to disqualification.

### **VENDOR'S Non-Collusion Certification**

Any VENDOR submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of VENDOR (Form 4) included in Section 5 of these RFP documents.

### **Drug-Free Workplace**

VENDOR shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5), shall be submitted with the RFP response.

### **Campaign Finance Restrictions on Vendors**

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written

disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

## 2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

## **Lobbyist Registration**

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

## **Addenda**

The VENDOR shall complete and sign the Acknowledgment of Addenda Form 6 in Section 5 and include it in the Proposal in order to have the Proposal considered. In the event any VENDOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.



**Independence Affidavit**

VENDORS shall list and describe their relationships with the TOWN in accordance with Section 3.7 of the RFP (Form 7).

**Certification to Accuracy of Proposal**

VENDOR shall certify and attest, by executing Form 8 of Section 5 of these RFP documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the VENDOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as “no response is required” or “not applicable” is acceptable.

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Table 4.1 – Proposal Format

Letter of Intent (Paper Submission)

VENDOR’S Statement of Organization  
(Paper Submission)

Personnel (Paper Submission)

Experience (Paper Submission)

Financial Stability (Paper Submission)

Financial Statement (Paper Submission)

Transition Plan (Paper Submission)

Litigation History (Paper Submission)

Insurance Requirement  
(Paper Submission)

Criminal Convictions (Paper Submission)

VENDOR’S Non-Collusion Certification  
(Paper Submission)

Independence Affidavit  
(Paper Submission)

Drug-free Workplace (Paper Submission)

Addendums (Paper Submission)

Certification to Accuracy of Proposal  
(Paper Submission)

Pricing Schedule  
(Paper Submission)

CETS Requirements Spread Sheet  
(Electronic Submission Excel Spread Sheet)

#### **4.6 Submittal, Receipt and Opening of Proposals**

All Proposals shall be submitted on or before **5:00PM**, local time, on **February 20, 2009** to:

Office of the Town Clerk  
Town of Cutler Bay  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, Florida 33189

All VENDORS are reminded that it is the sole responsibility of the VENDOR to ensure that the Vendor's Proposal is time stamped in the OFFICE OF THE TOWN CLERK prior to **5:00PM**, local time, on **February 20, 2009**. Failure of VENDOR to submit the Proposal and ensure that the Proposal is time stamped prior to the time stated above shall render the VENDOR to be deemed non-responsive and the Proposal shall not be considered for award.

#### **4.7 Selection Committee**

Proposals submitted will be evaluated by an ERP Selection Committee, who will review submissions and provide a recommendation to the Town Manager who shall provide a recommendation to the Town Council.

The Selection Committee shall first evaluate the qualitative criteria, including an evaluation of demonstrations, if requested, and create an initial ranking. The pricing will then be applied according to the formula in section 2.2 above.

#### **4.8 Qualification Evaluation**

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each VENDOR. Failure to provide the required information may disqualify any such Proposal as non-responsive, and such Proposal will not be considered. The Selection Committee may disqualify any VENDORS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the VENDOR, as well as other information reasonably available to the TOWN.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the product proposed by the VENDOR to perform and the VENDOR shall furnish the TOWN all such information as the selection committee or Town Manager may request before and during the Proposal period.

The Selection Committee reserves the right to make additional inquiries, interview some or all VENDORS, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all VENDORS. The Selection Committee may at its sole discretion reject a VENDOR or qualify a VENDOR.

#### **4.9 Evaluation**

Each member of the Selection Committee shall evaluate and rank each Proposal. The full Committee will then convene to interview, review and discuss these evaluations and rank the firms as a group.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

The VENDOR Selection committee shall evaluate all responsive Request for Proposals in accordance with the considerations listed above. Additional information may be requested.

The Proposal ranked one (1), based on the qualifications and pricing considered together will be recommended by the Selection Committee to the Town Manager. The Town Manager shall review and make a recommendation to the Town Council for award of the Agreement.

The Town Council will consider the selection of a firm based upon the recommendation of the Town Manager. Should the Town Manager not be able to negotiate a suitable Agreement with the audit firm ranked one (1), the Town Manager may then commence negotiations with the firm ranked two (2), and so on until a successful Agreement has been negotiated.

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#### **4.10            Estimated Schedule**

The TOWN anticipates that RFP activities will take place at the dates and times (as applicable) listed below. However, these times and dates are subject to change at the discretion of the TOWN.

Request for Proposals Legal Advertisement	January 23, 2009
RFP Release	January 23, 2009
Last Date for Submittal of Written Questions	February 5, 2007 5:00 PM
Pre Submission Q&A Meeting	February 6, 2009 2:00 PM
Proposals Due	February 20, 2009 5:00 PM
Selection Committee Ranking	February 25, 2009
Presentations	March 2-20, 2009
Site Visits	March 23 – 30, 2009
Recommendation to Town Manager	April 3, 2009
Town Manager Award of Agreement	April 4, 2009

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## CONE OF SILENCE

I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) “Cone of Silence,” of the Miami-Dade County Code as well as Town Ordinance 06-22 are applicable to this transaction. The “Cone of Silence” prohibits the following activities:

A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or VENDOR and the TOWN’S professional staff, including, but not limited to, the Town Manager and his or her staff;

B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the TOWN’S professional staff, including but not limited to, the Town Manager and his or her staff;

C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or VENDOR and any member of a selection committee;

Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the audit committee therefore;

Any communication regarding a particular RFP, RFQ or bid between any member of the TOWN’S professional staff and any member of the audit committee; and

Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or VENDOR and the Mayor or Town Council.

II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.

III. The “Cone of Silence” is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The “Cone of Silence” shall terminate at the meeting at which the Town Council considers the Town Manager’s recommendation to the Town Council, unless the Council refers the Manager’s recommendation back to the Manager or staff for further review, at which time the cone of silence shall be reimposed.

IV. The “Cone of Silence” shall NOT apply to:

A. Oral communications at pre-bid conferences;

B. Oral presentations during publicly noticed selection committee meetings;  
Contract negotiations during any duly noticed public meeting;

C. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;

D. Emergency procurement of goods or services;

E. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; or

F. Communications regarding a particular RFP, RFQ or bid between the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

G. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.

H. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.

V. Any questions, explanations or other requests desired by a bidder regarding this RFP must be requested in writing to the Town Clerk, 10720 Caribbean Blvd, Suite 105, Cutler Bay, Florida, 33189 or via facsimile at 305-234-4251. Bidders must file copies of all written communications with the Town Clerk's Office.

VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.

VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:

- A. issue a written notice to affected TOWN departments;
- B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
- C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, and Town Ordinance 06-22, public notice is*

*hereby given that a “Cone of Silence” is imposed concerning this purchase. The “Cone of Silence” prohibits communications concerning RFP’s, RFQ’s or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.*

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## **SECTION 5 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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**FORM 1**  
**VENDOR'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (VENDOR):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of VENDOR. Provide proof of the ability of the individuals so named to legally bind the VENDOR.

Name	Address	Title
------	---------	-------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**FORM 1**  
**VENDOR'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_

(Attach Copy)

b. Occupational License Classification:

\_\_\_\_\_

c. Occupational License Expiration Date:

\_\_\_\_\_

d. Social Security or Federal I.D. No:

\_\_\_\_\_

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## **FORM 2 PERSONNEL**

For each person providing services in conjunction with the purchase of the Government ERP Software System sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the VENDOR.

---

- A. Name & Title
  
- B. Years Experience with:
  - This Firm:
  
  - With Other Similar Firms:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of 3)
  
- E. Other Relevant Experience and Qualifications

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**FORM 3  
REFERENCES**

The VENDOR shall provide a minimum of three (3) references of municipalities presently being served by the VENDOR'S proposed Government ERP Software System with similar services to those being proposed in this Proposal.

Note: Please have 2 References with populations similar in size to the Town of Cutler Bay (40,000) and 1 reference with a population of at least twice that of Town of Cutler Bay

1. Name of Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Population: \_\_\_\_\_

2. Name of Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Population: \_\_\_\_\_

3. Name of Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
  
Year Contract Initiated: \_\_\_\_\_  
Population: \_\_\_\_\_

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**FORM 4**  
**NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_,  
the VENDOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said VENDOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other VENDOR, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other VENDOR, firm, or person to fix the price or prices in the attached RFP, or of any other VENDOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other VENDOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Town of Cutler Bay, Florida, or any person interested in the proposed Agreement; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 4  
NON-COLLUSION AFFIDAVIT  
(CONTINUED)**

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the VENDOR or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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**FORM 6  
ACKNOWLEDGMENT OF ADDENDA**

The VENDOR hereby acknowledges the receipt of the following addenda issued by the TOWN and incorporated into and made part of this RFP. In the event the VENDOR fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the  
VENDOR that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or  
otherwise that VENDOR may have with the TOWN, its elected or appointed  
officials, its employees or agents or any of its agencies or component units for the  
past five (5) years.  
  
(b) Additionally, the VENDOR agrees and understands that VENDOR shall give the  
TOWN written notice of any other relationships professional, financial or  
otherwise that VENDOR enters into with the TOWN, its elected or appointed  
officials, its employees or agents or any of its agencies or component units during  
the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space  
below.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 7  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)**

2. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

VENDOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the VENDOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the VENDOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



## **SECTION 6 – AGREEMENT**

The agreement located in this Section of the RFP for Government ERP Software System for the TOWN is substantially the form that will be utilized, subject to negotiation with the successful VENDOR. The TOWN reserves the right to award or not to award the Agreement in the best interests of the TOWN.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT BETWEEN**  
**THE TOWN OF CUTLER BAY**  
**AND**  
**FOR GOVERNMENT ERP SOFTWARE SYSTEM**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Town of Cutler Bay, a Florida municipal corporation (the "TOWN"), and \_\_\_\_\_ ("VENDOR").

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

**PURPOSE/AUTHORIZATION**

- 1.1 The purpose of this Agreement is to provide for the TOWN'S purchase / licensing of a GOVERNMENT ERP SOFTWARE SYSTEM and all necessary services to implement said system from VENDOR for the TOWN as described in Section 2 below.

**SCOPE OF SERVICES**

VENDOR shall provide the following to the TOWN:

2.1 **Government ERP Software System**

The TOWN desires the VENDOR to provide the necessary software products to perform the TOWN's services, processes and procedures as outlined by the TOWN and as stated by the VENDOR throughout the associated RFP process.

2.2 **Software Maintenance**

VENDOR shall provide ongoing software support and maintenance of all product provided to the TOWN by VENDOR on a Monday through Friday, (Federal Holidays Excepted), from 9:00am to 6:00pm EST basis. Annual maintenance pricing is set forth in the Pricing Schedule.

2.3 **Software Installation and Migration**

VENDOR shall provide competent staff to perform all installation tasks necessary to render purchased Government ERP Software System functional.

All current system data will be migrated to new system as part of the installation migration process.



3. **COMPENSATION**

- 3.1 For all Products / Services provided by VENDOR as described in Sections 2.1 through 2.3 of this Agreement, VENDOR shall be compensated \_\_\_\_\_ [*to be completed*].
- 3.2 The VENDOR shall provide any such backup documentation requested by the TOWN to support the amounts invoiced to the TOWN for the Product / Services contemplated herein. The TOWN shall pay the VENDOR for all approved invoices, no later than 30 calendar days from the date of approval by the Town Manager of the invoice.
- 3.3 For all Additional Services, (Annual Maintenance Contract), as described in Sections 2.2 of this Agreement, the TOWN shall pay VENDOR a fee mutually agreed to by the Town Manager and VENDOR.

4. **INDEMNIFICATION**

- 4.1. VENDOR shall defend, indemnify, and hold harmless the TOWN, its officers, attorneys, 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 in any way connected with VENDOR, its officers, agents or employees acts or omissions, negligence, recklessness, misconduct, performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between VENDOR and third parties made pursuant to this Agreement. VENDOR shall reimburse the TOWN for all its expenses including reasonable attorney fees and costs through appeal 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 VENDOR'S performance or non-performance of this Agreement.
- 4.2. VENDOR shall defend, indemnify, and hold harmless the TOWN, its officers, attorneys, agents and employees, from all losses, injuries, damages, wages or overtime compensation due VENDOR'S agents or employees in rendering services pursuant to this Agreement, including payment of TOWN's reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or claims under federal or state law.
- 4.3. The provisions of this section shall survive termination of this Agreement.

5. **INSURANCE**

- 5.1. VENDOR shall maintain at its sole cost and expense at all times, in addition to any other insurance the TOWN may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The TOWN shall be named as an additional insured on each of the above policies, unless prohibited by law, and VENDOR shall provide TOWN with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without 30 calendar days written notice to the TOWN prior to the effective date of cancellation, modification, or reduction in coverage.
- 5.2. VENDOR shall maintain worker's compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.
- 5.3. VENDOR shall maintain each of above insurance policies/coverages throughout the term of this Agreement and any extensions of this Agreement.
- 5.4. VENDOR shall provide the TOWN with a current copy of each of the above insurance policies, and any renewals.

6. **TERMINATION**

- 6.1 The TOWN may elect to terminate all or a portion of the Services provided by VENDOR in this Agreement by giving VENDOR written notice at least 90 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, VENDOR shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Town Manager. Upon written notice of termination, the Town Manager may elect not to use the services of VENDOR.
- 6.2 VENDOR may terminate the Agreement at any time by giving the TOWN written notice at least 180 calendar days prior to the effective date of termination.
- 6.3 In the event of termination or expiration of this Agreement, VENDOR and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from VENDOR to the TOWN, or to any other person or entity the TOWN may designate, and to maintain during such period of transition the same services provided to the TOWN pursuant to the terms of this Agreement.
- 6.4 Subsequent to the termination of this Agreement, the TOWN may contract with VENDOR at a mutually agreed upon amount to perform specified services on an as needed basis.

- 6.5 In the event that this Agreement is terminated for convenience, the VENDOR shall be paid for any Services performed up to the date of termination. Upon receipt of a notice of termination, the VENDOR shall perform only those services specified by the TOWN Manager and shall not incur additional expenses without the Town Manager's prior written approval.
- 6.6 Upon termination or expiration, any compensation payable by TOWN to VENDOR shall be withheld until all Records and documents are provided to TOWN pursuant to Section 4.2 of this Agreement.
- 6.7 Upon termination or expiration, the TOWN shall not be liable to VENDOR for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

7. **ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

- 7.1. 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.
- 7.2. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

8. **SEVERABILITY**

- 8.1. 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.

9. **GOVERNING LAW**

- 9.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

10. **WAIVER**

- 10.1. 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.

11. **NOTICES/AUTHORIZED REPRESENTATIVES**

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

For the Town:

Town of Cutler Bay  
Attention: Steven Alexander, Town Manager  
10720 Caribbean Blvd, Suite 105  
Cutler Bay, Florida 33189  
Telephone: (305) 234-4262  
Facsimile: (305) 234-4251

With a copy to:

Weiss Serota Helfman Pastoriza Cole &  
Boniske, P.A., Town Attorneys  
Attention: Mitchell Bierman, Esq.  
2525 Ponce de Leon Blvd  
Suite 700  
Coral Gables, FL 33134  
Phone: (305) 854-0800  
Facsimile: (305) 854-2323

For VENDOR:

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

12. **INDEPENDENT VENDOR**

12.1. VENDOR is and shall remain an independent contractor and is not an employee or agent of the TOWN. Services provided by VENDOR shall be by employees of VENDOR working under the supervision and direction of VENDOR and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the TOWN. VENDOR agrees that it is a separate and independent enterprise from the TOWN.

12.2. VENDOR shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with VENDOR. This Agreement shall not be construed as creating any joint employment relationship between VENDOR and the TOWN, and the TOWN will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime payments.

13. **STAFFING/REMOVAL**

13.1 If at any time during the term of this Agreement the Town Manager becomes dissatisfied with the performance of any of VENDOR'S staff assigned to provide services under this Agreement, the Town Manager may request that the particular employee be removed from servicing this account. Representatives of VENDOR and the Town Manager shall meet to discuss appropriate remedial action to alleviate the performance deficiencies experienced by the TOWN. If the proposed resolution is unsatisfactory to the Town Manager, VENDOR shall reassign said personnel out of the TOWN within 3 calendar days of notification by the Town Manager.

13.2 VENDOR agrees to act in good faith and to use its best efforts to resolve any problems experienced by the TOWN.

13.3 VENDOR shall be responsible for maintaining current background checks on all employees and agents assigned to work in the TOWN. Background checks for each individual must be performed prior to providing any services to the TOWN. Written verification of any background checks must be provided to the TOWN if requested by the Town Manager.

14. **WAIVER OF JURY TRIAL**

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

15. **ASSIGNMENT/SUBCONTRACTS**

15.1. This Agreement shall not be assignable by VENDOR without the prior approval of the Town Council, at the TOWN'S sole discretion.

15.2 VENDOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Manager, which shall be on his or her sole and absolute discretion.

16. **PROHIBITION AGAINST CONTINGENT FEES/CONFLICTS**

- 16.1. VENDOR warrants 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 VENDOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 16.2 Neither VENDOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with VENDOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 16.3 VENDOR agrees that none of its officers or employees shall, during the Term or any renewal term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process.

17. **WARRANTIES OF VENDOR**

- 19.1 VENDOR warrants and represents that at all times during the Term or any renewal term of this Agreement that it shall maintain in good standing with the State of Florida, that all required licenses and certificates of VENDOR and its employees and agents required to perform services hereunder under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement shall remain current and active.
- 17.2 VENDOR warrants and represents that its employees have received sexual harassment training and that VENDOR maintains appropriate sexual harassment and anti-discrimination policies.
- 17.3 VENDOR warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and the applicable provisions of the Conflict of Interest and Code of Ethics ordinances sets forth in Section 2-11.1 of the Town Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
- 17.4 VENDOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. VENDOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 17.5 VENDOR represents that all persons delivering the Services as required by this Agreement have the requisite knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and agrees to provide and perform such Services to TOWN'S satisfaction for the agreed compensation.

17.6 VENDOR shall maintain a Drug-Free workplace as that term is defined in Florida Statutes.

17.7 VENDOR shall comply with all applicable federal, state, county and Town laws, rules and regulations in the performance of Services.

18. **ATTORNEYS' FEES**

18.1 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.

19. **SOURCE CODE IN ESCROW**

19.1 For all VENDOR -Owned Core System Software, the VENDOR shall maintain copies of the source code in escrow with an escrow company pre-approved by the TOWN. The VENDOR shall pay all fees associated with placing and maintaining the source code in escrow

19.2 Within fifteen (15) calendar days after the TOWN's written acceptance of the implementation of the system, the VENDOR shall submit to the TOWN a letter naming the escrow company that the VENDOR intends to use, with the understanding that the TOWN may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The TOWN will indicate its approval or disapproval in writing

19.3 Within fifteen (15) calendar days after the TOWN has provided to the VENDOR the written approval of a recommended escrow company, the VENDOR shall place the source code in escrow with the approved escrow company. The VENDOR shall provide the TOWN with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the TOWN's right to obtain the source code directly from the escrow company in the event of VENDOR default as described below. Throughout the term of the contract, the VENDOR shall ensure that the source code in escrow is kept current with the TOWN's production environment, matching the TOWN's production version level, including any upgrades, enhancements, or new releases that are applied to the TOWN's system

19.4 If for any reason during the term of the contract the VENDOR becomes unable to fulfill its obligations as described herein, the VENDOR agrees to deliver the source code held in escrow to the TOWN. In the event that the VENDOR fails to deliver the source code in a timely manner, as determined by the TOWN, the TOWN may obtain the source code directly from the escrow company

## **20 Warranty**

### 20.1 Warranty Periods

20.1.1 The warranty period(s) shall be one (1) year, shall apply to all software accepted by the TOWN and to products or services resulting from change orders and enhancements related to that software, and shall begin on the first day of production of the software or modification

20.2 The warranty shall be applicable when TOWN staff performs any function under direction of the VENDOR during any turnover, training or maintenance periods required in the Contract.

### 20.3 Warranty Coverage

20.3.1 The warranty encompasses any errors, defects, deficiencies or deviations discovered in any products or services, and errors created in TOWN data caused by such error, defect, deficiency or deviation.

20.3.2 The warranty requires the correction by the VENDOR of all products or services containing any errors, defects, deficiencies or deviations, correction of errors in TOWN data caused by such, and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the system's software to perform any function required by the Contract, whether occurring in the original contract or whether resulting from a change order or enhancement requested by the TOWN, or which is procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and all system documentation provided by the VENDOR.

### 20.4 Time Frames for Warranty Services

20.4.1 The VENDOR must promptly, at the direction of, and within the time specified by, the TOWN, correct any errors, defects, deficiencies or deviations from specifications and all the ERP-related system errors and performance or operational delays.

20.4.2 The VENDOR shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, its functioning or interfaces on a Monday thru Friday 8:00 am to 6:00 pm EST basis at minimum

20.4.3 Products and services shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the TOWN of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a defective or deficient product or service would cause damage to the TOWN system(s) or associated data, or would otherwise seriously impair, as determined by the TOWN, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then VENDOR shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing, by the TOWN

20.4.4 The TOWN will determine when any errors, defects, deficiencies or deviations have been resolved.

### 20.5 Resources Required for Warranty Service



20.5.1 The VENDOR shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the TOWN, and shall make these corrections within the timeframe specified by the TOWN

20.6 Failure to Provide Effective Warranty Services

20.6.1 If the VENDOR fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the TOWN may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the VENDOR shall be required to reimburse the TOWN for all costs incurred to conduct the repair

20.7 Contact for Warranty Services

20.7.1 The VENDOR will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem

20.7.2 The VENDOR may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the VENDOR shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the TOWN and so that the TOWN shall not have to deal directly with the Subcontractor

20.7.3 The TOWN reserves the right to approve Subcontractors for warranty service, and such Subcontractors shall be approved in writing by the TOWN

21 **Representations and Warranties**

21.1 Software Provider represents and warrants that the Software will perform substantially in accordance with its documentation and that the Software, or Licensee's use of the Software as permitted under this Agreement, does not infringe the copyrights, trademarks, trade secrets, or other intellectual property or other proprietary right of any third party. The term of the Warranty Period for the software performing substantially in accordance with its documentation shall be limited to twelve (12) months, from the date that the Software in question is used in a production mode in the Licensee's ERP system. The term of the Warranty Period with regard to non-infringement shall be perpetual

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Town Clerk

Approved as to form and legality  
for use of and reliance by the Town  
of Cutler Bay only:

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

**VENDOR**

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

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

**TOWN OF CUTLER BAY**

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

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

**[END OF DOCUMENT]**

The information listed below is a list of requirements / functionalities from each department. Please answer with Y for Yes or N for No as to whether or not your application is capable of the requirement / function indicated. The following should be considered a minimum level of functionality.

Department / Feature / Requirement	Yes / No Please Y or N ONLY	Points Office Use ONLY
<b>1. Finance</b>		0
<b>1.1. General Ledger</b>		0
1.1.1. To GAAP Specifications		0
1.1.2. Geared to "Fund Accounting"		0
1.1.3. Accounting on a "fiscal year" basis		0
1.1.4. Multiple departments and funds		0
1.1.5. Control features (all modules) with flexibility to limit access to modules or specific functions within modules, as well as features that prevent entering duplicate information (i.e. prevent paying the same invoice twice, etc.).		0
1.1.6. Ability to drill down from reports to detail information in the general ledger		0
1.1.7. Ability to enter journal entries (standard, recurring and reversing)		0
1.1.8. Report Writer capability (in addition to "standard" reports)		0
1.1.9. Flexible numbering scheme for chart of accounts		0
1.1.10. Ability to "lock" periods to prevent postings to wrong periods		0
1.1.11. Encumbrances (see PO) – relate to a specific fiscal period and do not tie up future fiscal period budgeted funds		0
1.1.12. Process NSF checks (also see Touchpoint item)		0
1.1.13. Support multiple bank accounts		0
<b>1.2. Accounts Receivable</b>		0
1.2.1. To GAAP Specifications		0
1.2.2. Ability to report A/R aging at a given date, cash received by customer for a specified period, and customer listing, in addition to any standard reports		0
1.2.3. Ability to cash receipt into multiple bank accounts (user programmable / selectable)		0
1.2.4. Ability to drill down from reports to detail information		0
1.2.4.1 Ability to search for a cash receipt by multiple criteria such as vendor, date, date range, amount or amount range, permit number...		0
1.2.4.2. Ability to view payment history, by date or date range or by customer		0
1.2.4.3. Ability to see all accounts effected by a cash receipting transaction		0
1.2.4.4. Net Zero transactions must be viewable.		0
1.2.5. Ability to process an NSF through cash receipting so that all accounts involved in the original transaction are reversed and info passed back to appropriate module(s)		0
<b>1.3. Accounts Payable</b>		0
1.3.1. To GAAP Specifications		0
1.3.2. Departments would like the ability to search and view payment history for their vendors		0
1.3.3. Ability to drill down from reports to detail information		0
1.3.3.1. Ability to search for cash disbursements by vendor, date, amount, ...		0
1.3.3.2. Ability to see all accounts touched by a cash disbursement transaction		0
1.3.3.3. Ability to see all transactions even when the net effect is zero		0
1.3.4. Support 1099 vendor type		0
1.3.4.1. Summarize 1099 vendor activity		0
1.3.4.2. Print IRS 1099-misc		0
1.3.5. Ability to process cash disbursements from different bank accounts (user selectable)		0
<b>1.4. Inventory</b>		0
1.4.1. GAAP Specifications		0
1.4.2. FIFO/LIFO/Average Cost methods		0
1.4.3. Integrate with Work Order program		0
<b>1.5. Purchase Orders</b>		0
1.5.1. Approval Process		0
1.5.1.1. Multi step approval		0
1.5.2. Split transactions between multiple accounts		0
1.5.3. Ability to partially receive (by dollar, line item or percentage)		0
1.5.4. Encumber funds – by related fiscal year		0
1.5.5. Ability for each department to track the purchase order status/stage of processing and receipt		0
<b>1.6. Budgeting</b>		0
1.6.1. Minimum 3 years projected budgets		0
1.6.2. Historical (limited only by storage capacity)		0
1.6.3. Departmental access to finalized budgets(viewing)		0
1.6.4. Budget to actual comparison		0
1.6.5. Budget Development Process		0
<b>1.7. Grant Management</b>		0
1.7.1. Grant Budgeting		0
1.7.2. Grant Expense Tracking		0
<b>1.8. Fixed Assets</b>		0
1.8.1. Import from existing system		0
1.8.2. Maintenance Management (Multiple asset types and maintenance types)		0
1.8.3. GIS integration for certain asset types (tree, storm drains,etc)		0
1.8.4. ½ Month Depreciation on first month.		0
1.8.5. Audit using hand held device		0
1.8.6. Equipment rental check in / out to staff		0
1.8.7. Store photo of object w / asset record		0
1.8.8. Print Asset tag		0

<b>1.9. Touchpoints</b>	
1.9.1. Receipting - Building Department	0
1.9.1.1. Must be able to electronically report bad checks back to building department and flag delinquency in building module	0
1.9.1.2. Cash receipting by Cashier should pass back info to Building module indicating paid status	0
1.9.2. Receipting - Other Departments	0
1.9.2.1. NSF processing should pass back appropriate info to all affected modules (Parks, Code Enforcement, etc.)	0
1.9.2.2. Cash receipting by Cashier should pass back info to appropriate module indicating paid status	0
1.9.3. Human Resources	0
1.9.3.1. Review Departmental employees demographic, attendance, training and performance	0
<b>2. Building Department</b>	0
<b>2.1. Searches Types</b>	0
2.1.1. Folio	0
2.1.2. Owner	0
2.1.3. Address	0
2.1.4. Permit number	0
2.1.5. Contractor	0
<b>2.2. Status Codes (field values)</b>	0
2.2.1. Active	0
2.2.2. Approved	0
2.2.3. Canceled	0
2.2.4. Closed	0
2.2.5. Denied	0
2.2.6. Expired	0
2.2.7. Hold	0
2.2.8. Plans Out	0
2.2.9. Plans Ready for Corrections	0
2.2.10. Plans ready for pickup	0
2.2.11. Plans under review	0
<b>2.3. Expiration Cycle</b>	0
2.3.1. Must follow the TOWN's permit expiration process as defined by code.	0
2.3.1.1. Application (prior to permit issuance) expires 180 days after submittal.	0
2.3.1.2. Applicants have an option to extend the permit application for an additional 180 days at no cost.	0
2.3.1.3. Issued permits expire 180 days from Permit Issuance.	0
2.3.1.4. Issued permit receives additional 180 days with a passing inspection. Applicants have an option to extend prior to expiration (180 days) for a fee of \$50.00.	0
2.3.1.5. Applicants have an option to renew an expired permit as long as it is within 6 months of expiration.	0
2.3.1.5.1. Fee to renew will be half of the permit fee or the minimum amount, whichever is greater. If an applicant renews an expired permit after 6 months, the applicant would need to pay the full current permit fee along with a new submittal. If a master permit expires, so does its sub permits. If a sub permit has a passing inspection, the 180 days is applicable to the master permit and the other sub permits.	0
<b>2.4. Flagging</b>	0
2.4.1. System must allow for folios to be flagged in order to prevent permits from being issued if there are any open code compliance violations.	0
2.4.2. System must flag contractor and any of the contractor's permits, if any of the contractor's licenses is expired.	0
2.4.3. System must flag permit if it is expired.	0
2.4.4. Flag for NSF	0
2.4.5. All flags must be reportable	0
<b>2.5. Contractors</b>	0
2.5.1. System must be able to flag/notify if any of the contractor information is expired.	0
2.5.2. System must be able to put permits on hold if the contractor has expired information or is non-compliant.	0
2.5.3. System must allow for owner/builder category	0
2.5.4. All flag types must be reportable	0
<b>2.6. On Screen Notifications</b>	0
2.6.1. Expiring permits	0
2.6.2. Inspection requests (if requested via internet)	0
2.6.3. Overdue inspections	0
<b>2.7. Plans Review Tracking – See Addendum B1</b>	0
2.7.1. Ability to track plan reviews from several departments.	0
2.7.1.1. Building	0
2.7.1.2. Structural	0
2.7.1.3. Electrical	0
2.7.1.4. Mechanical	0
2.7.1.5. Plumbing	0
2.7.1.6. Zoning	0
2.7.1.7. Public Works	0
2.7.1.8. Fire	0
2.7.1.9. Derm	0
2.7.2. Review Status	0
2.7.2.1. Under Review	0
2.7.2.2. Approved with conditions	0
2.7.2.3. Approved	0
2.7.2.4. Denied	0
2.7.2.5. Awaiting additional information (w/ due date)	0
2.7.3. Each department review should also have an area where reviewers can write in comments	0
<b>2.8. Reports – Reports must allow user to select a range of dates as well as permit type and status as well as other filters</b>	0

2.8.1.	Inspection Schedule	0
2.8.2.	Expiring permits	0
2.8.3.	Overdue inspections	0
2.8.4.	Permit cards	0
2.8.5.	Permit expiration notices	0
2.8.6.	Certificates of occupancy	0
2.8.7.	Certificates of Completion	0
2.8.8.	Notification letters	0
2.8.9.	Inspection History	0
2.8.10.	Permit History	0
2.8.11.	BCCO Report	0
2.8.12.	Census Report	0
2.8.13.	User Activity Report	0
2.8.14.	Suspicious Transactions Report	0
2.8.15.	Radon Fee Report	0
2.8.16.	Pre-Expiration Permit Notice	0
2.8.17.	Permits by Owner	0
2.8.18.	Permits by Contractor	0
2.8.19.	Permits by Address	0
2.8.20.	Permit Status Report	0
2.8.21.	Permit Status by Type	0
2.8.22.	Permit Payments by GL	0
2.8.23.	Permit Payments	0
2.8.24.	Permit Applications (by contractor, fees, application date)	0
2.8.25.	Open Permit Search report	0
2.8.26.	Multi-permit payments	0
2.8.27.	Issuance report	0
<b>2.9</b>	<b>Uploading Documents</b> – System should allow for uploading/attachment of documents such as permit applications, plans or photographs as needed.	0
<b>2.10</b>	<b>Linking Permits</b> – System must allow for permits to be linked. I.e. subpermits are attached to Master permits	0
2.10.1	Permit linking must obey Expiration Cycle rules (see 1.3)	0
<b>2.11</b>	<b>Inspections</b>	0
2.11.1	Inspection scheduler	0
2.11.1.1	Methods	0
2.11.1.1.1	Online (web based public facing)	0
2.11.1.1.2	At Counter by staff	0
2.11.1.2	Scheduling	0
2.11.1.2.1	Multiple inspectors in multiple departments	0
2.11.1.2.2	Multiple work schedules for inspectors	0
2.11.2	Inspection workflow (See Addendum B1) – System should automatically designate the required inspections depending on the permit type and work class. System must print out the required inspections per permit type and work classification on the permit card.	0
2.11.3	Inspection Process	0
2.11.3.1	Inspection Scheduled	0
2.11.3.2	Inspector's report	0
2.11.3.2.1	Inspection Status	0
2.11.3.2.1.1	Pending	0
2.11.3.2.1.2	Pass (notes w/ time date stamp)	0
2.11.3.2.1.3	Fail (notes w/ time date stamp)	0
2.11.3.2.2	Inspection failure triggers re-inspection and option re-inspection fee	0
<b>2.12</b>	<b>Permit History</b> - System should provide a history of the permit (who created it, who made changes, etc.)	0
<b>2.13</b>	<b>Data Import</b>	0
2.13.1	Current system is Energov. Please provide statement of ability to import from Energov our existing data	0
<b>2.14</b>	<b>Building Department Fees</b>	0
2.14.1	Upfront Fees – System must allow for upfront fees, which are fees that are taken upon permit application, which are later adjusted against the actual permit fees. Upfront fees are similar to deposits. The upfront fee amounts are usually equal to the minimum permit fees.	0
2.14.2	Adaptability to our fee system. Fees are based on square foot / valuation / linear feet / fixed fees / minimum fees, depending on the fee schedule.	0
<b>2.15</b>	<b>Touchpoints</b>	0
2.15.1	Code Compliance	0
2.15.1.1	Red tags - Code Compliance Officer notifies Building staff of property that has a red tag, building staff flags the property.	0
2.15.1.2	Boiler/Vessel Renewals – Building provides Code Compliance with a list of Boiler/Vessel permits that have not been renewed. System provides an expired B/V permit report	0
2.15.1.3	Life Safety Inspections – Code Compliance requests a life safety inspection from building department, building inspector performs inspection and makes recommendations to Code officer.	0
2.15.2	Finance	0
2.15.2.1	Cash receipting of:	0
2.15.2.1.1	Application Submittal Upfront Fee	0
2.15.2.1.2	Permit Issuance Permit Fees	0
2.15.2.1.3	Permit Re-Inspections	0
2.15.2.1.4	Open Permit Searches	0
2.15.2.1.5	Certificates of Occupancy	0
2.15.2.1.6	Repayment of NSF Checks	0
2.15.2.2	NSF Checks process	0
2.15.3	Clerk	0

2.15.3.1	Public Records Requests	0
2.15.4	Zoning	0
2.15.4.1	Zoning Reviews	0
2.15.4.2	Zoning Inspections	0
2.15.4.3	ZIP permit – Application Intake	0
2.15.4.4	Special Events – Zoning will refer applicant to the building department if it determines that building permits need to be issued for the special event	0
2.15.4.5	Certificates of Use	0
2.15.5	Public Works	0
2.15.5.1	Public Works Permits (Utilities Permits)	0
2.15.5.2	Public Works Reviews	0
2.15.5.3	Public Works Inspections	0
2.15.6.	ESRI (GIS) Integration	0
<b>3.</b>	<b>Planning and Zoning</b>	<b>0</b>
<b>3.1.</b>	<b>Variance</b>	<b>0</b>
3.1.1.	Ability to track application fee	0
3.1.2.	Track Advertisement Placement with Town Clerk.	0
3.1.3.	Ability to track all checkpoints leading to Board/Director approval per addendum.	0
3.1.4.	Connectivity with ESRI (GIS)	0
<b>3.2.</b>	<b>Site Plan</b>	<b>0</b>
3.2.1.	Ability to track application fee	0
3.2.2.	Track Advertisement Placement with Town Clerk.	0
3.2.3.	Ability to track all checkpoints leading to Board/Director approval per addendum.	0
3.2.4.	Connectivity with ESRI (GIS)	0
<b>3.3.</b>	<b>Rezoning</b>	<b>0</b>
3.3.1.	Ability to track application fee	0
3.3.2.	Track Advertisement Placement with Town Clerk.	0
3.3.3.	Ability to track all checkpoints leading to Board/Director approval per addendum.	0
3.3.4.	Connectivity with ESRI (GIS)	0
<b>3.4.</b>	<b>Administrative Adjustment</b>	<b>0</b>
3.4.1.	Ability to track application fee	0
3.4.2.	Track Advertisement Placement with Town Clerk.	0
3.4.3.	Ability to track all checkpoints leading to Board/Director approval per addendum.	0
3.4.4.	Connectivity with ESRI (GIS)	0
<b>3.5.</b>	<b>Assisted Living Facility/Group Home</b>	<b>0</b>
3.5.1.	Ability to provide report showing all financial information (payment info).	0
3.5.2.	Ability to track all checkpoints leading to approvals.	0
3.5.3.	Link to GIS for mapping purposes.	0
<b>3.6.</b>	<b>Zoning Verification</b>	<b>0</b>
3.6.1.	Ability to provide report showing all financial information (payment info).	0
3.6.2.	Ability to track all checkpoints leading to approvals.	0
<b>3.7.</b>	<b>Building Permits</b>	<b>0</b>
3.7.1.	Ability to provide report showing all financial information (payment info).	0
3.7.2.	Ability to track all checkpoints from Building Department.	0
3.7.3.	Ability to track all charges for Zoning (inspection fees, etc.)	0
3.7.4.	Ability to enter approval/denial	0
<b>3.8.</b>	<b>ZIP Permits</b>	<b>0</b>
3.8.1.	Ability to provide report showing all financial information (payment info).	0
3.8.2.	Ability to track all checkpoints from Building Department.	0
3.8.3.	Ability to track all charges for Zoning (inspection fees, etc.)	0
3.8.4.	Ability to enter approval/denial	0
<b>3.9.</b>	<b>Zoning Inspections</b>	<b>0</b>
3.9.1.	Ability to provide report showing all financial information (payment info).	0
3.9.2.	Ability to track all checkpoints from Building Department.	0
3.9.3.	Ability to track all charges for Zoning (inspection fees, etc.)	0
3.9.4.	Ability to enter approval/denial	0
<b>3.10.</b>	<b>Boat Storage Applications</b>	<b>0</b>
3.10.1.	Ability to provide report showing all financial information (payment info).	0
3.10.2.	Ability to track all checkpoints leading to staff approval.	0
3.10.3.	Special Notes	0
3.10.4.	Print Permit (with Special Notes)	0
<b>3.11.</b>	<b>Garage Sale Permits</b>	<b>0</b>
3.11.1.	Ability to track all checkpoints leading to staff approval.	0
3.11.2.	Special Notes	0
3.11.3.	Ability to have accessibility by Code Enforcement	0
3.11.4.	Print Permit (with Special Notes)	0
<b>3.12.</b>	<b>Special Events Permit</b>	<b>0</b>
3.12.1.	Ability to provide report showing all financial information (payment info).	0
3.12.2.	Ability to track all checkpoints leading to staff approval.	0
3.12.3.	Ability to forward to other departments for approvals.	0
3.12.4.	Special Notes	0
3.12.5.	Print Permit (with Special Notes)	0

<b>3.13. Certificate of Use Application</b>	0
3.13.1. Ability to provide report showing all financial information (payment info).	0
3.13.2. Ability to track all checkpoints leading to staff approval.	0
<b>3.14. Temporary Storage Units</b>	0
3.14.1. Ability to provide report showing all financial information (payment info).	0
3.14.2. Ability to track all checkpoints leading to staff approval.	0
3.14.3. Ability to have ticker to track timeframe of installation.	0
3.14.4. Ability to be viewed by and accessible to Code Enforcement Division.	0
<b>3.15. Touch points</b>	0
3.15.1. Variance	0
3.15.1.1. Finance	0
3.15.1.2. Town Clerk	0
3.15.1.3. Public Works	0
3.15.2. Site Plan	0
3.15.2.1. Finance	0
3.15.2.2. Town Clerk	0
3.15.2.3. Public Works	0
3.15.3. Rezoning	0
3.15.3.1. Finance	0
3.15.3.2. Town Clerk	0
3.15.3.3. Public Works	0
3.15.4. Administrative Adjustment	0
3.15.4.1. Finance	0
3.15.4.2. Town Clerk	0
3.15.4.3. Public Works	0
3.15.5. Assisted Living Facilities/Group Homes	0
3.15.5.1. Finance	0
3.15.6. Zoning Verification	0
3.15.6.1. Finance	0
3.15.7. Building Permits	0
3.15.7.1. Finance	0
3.15.7.2. Building	0
3.15.8. ZIP Permits	0
3.15.8.1. Finance	0
3.15.8.2. Building	0
3.15.9. Zoning Inspections	0
3.15.9.1. Finance	0
3.15.9.2. Building	0
3.15.10. Boat Storage	0
3.15.10.1. Finance	0
3.15.10.2. Code Enforcement	0
3.15.11. Garage Sale	0
3.15.11.1. Finance	0
3.15.11.2. Code Enforcement	0
3.15.12. Special Events	0
3.15.12.1. Finance	0
3.15.12.2. Building	0
3.15.12.3. Public Works	0
3.15.12.4. Code Enforcement	0
3.15.13. Certificate of Use	0
3.15.13.1. Finance	0
3.15.13.2. Building	0
3.15.13.3. Public Works	0
3.15.13.4. Code Enforcement	0
3.15.14. Temporary Storage	0
3.15.14.1. Finance	0
3.15.14.2. Code Enforcement	0
<b>4. Burglar Alarms</b>	0
<b>4.1. Cash Receipting</b>	0
4.1.1. Payment entry	0
4.1.1.1. List by invoice number	0
4.1.1.2. Search by registration number	0
4.1.1.3. Enter payment details	0
4.1.1.3.1. Sliding scale per code	0
4.1.1.3.2. Additional service charge	0
4.1.2. NSF	0
4.1.2.1. Post reverse payment	0
4.1.2.2. Charge penalty fee	0
4.1.3. Fee adjustments	0
4.1.3.1. Automatically change annual registration fee (monthly pro-rated amounts)	0
4.1.3.2. Waive false alarm penalties	0
<b>4.2. Record Keeping</b>	0
4.2.1. General information	0
4.2.1.1. Name, address, contact information, emergency contact information, alarm company details	0
4.2.1.2. Status; Registered, Closed, Pending, Not registered	0
4.2.1.3. Include a notes section for details	0
4.2.2. Search	0
4.2.2.1. By registration number, name, and address	0
4.2.2.2. Easily search false alarms	0

4.2.2.3.	Ability to view payment records	0
4.2.3.	False alarm entries	0
4.2.3.1.	Ability to enter case number, police officer information, time dispatched and arrival time, and name and address of resident.	0
4.2.4.	Payments	0
4.2.4.1.	Enter payments by check number	0
4.2.4.2.	Know the date anything was paid for	0
4.2.4.3.	Know for which invoice the payment was for	0
4.2.5.	Appeals	0
4.2.5.1.	Choose by invoice number	0
4.2.5.2.	Ability to reduce by any amount	0
4.2.5.3.	Provide correspondence	0
4.2.5.4.	Include a notes section for details	0
<b>4.3.</b>	<b>Reports</b>	0
4.3.1.	Aging/Outstanding Balances	0
4.3.1.1.	30 Day	0
4.3.1.2.	60 Day	0
4.3.1.3.	90 Day	0
4.3.2.	Outstanding correspondence	0
4.3.2.1.	New registration	0
4.3.2.2.	Courtesy false alarms	0
4.3.2.3.	Multiple false alarms	0
4.3.2.4.	Non-registered alarms	0
<b>4.4</b>	<b>Touchpoints</b>	0
4.4.1.	Building Department	0
4.4.1.1.	Open permit searches	0
4.4.1.1.1.	View burglar alarm records	0
4.4.2.	Clerk's Office	0
4.4.2.1.	Lein searches	0
4.4.2.1.1.	View burglar alarm records	0
<b>5.</b>	<b>Business Licenses</b>	0
<b>5.1.</b>	<b>Cash Receipting</b>	0
5.1.1.	Payment Entries	0
5.1.1.1.	Enter details; date, payment type, check number if applicable	0
5.1.1.2.	Automatically apply payment to the account	0
5.1.2.	NSF	0
5.1.2.1.	Post reverse payment	0
5.1.2.2.	Charge penalty fee	0
5.1.2.3.	Prepare an automatic NSF notice letter	0
5.1.3.	Fee adjustments	0
5.1.3.1.	Go in and manually change fee if necessary	0
5.1.3.2.	Charge late fees automatically	0
5.1.4.	License fees	0
5.1.4.1.	Have all fees listed by license type	0
5.1.4.2.	Certain fees will vary by amount of employees working	0
5.1.4.3.	Eating establishments vary by how many seats are in restaurant	0
5.1.5.	Detailed Registers	0
5.1.5.1.	Print a report with all payments in current batch	0
5.1.5.2.	Includes the total amount to be cash receipted as well as details for each account separately	0
<b>5.2.</b>	<b>Record Keeping</b>	0
5.2.1.	General information	0
5.2.1.1.	Name, address, contact information, federal id number, property folio number, ownership type, home/ commercial.	0
5.2.2.	License type	0
5.2.2.1.	Choose from tax schedule	0
5.2.2.2.	Automatically calculate the fee usually Base Fee +	0
5.2.2.2.1.	Number of employees or Restaurant Seats	0
5.2.2.2.2.	Most licenses have a \$3 charge for each additional employee after eleven	0
<b>5.3.</b>	<b>Reports</b>	0
5.3.1.	Search license listings	0
5.3.1.1.	By status	0
5.3.1.2.	By license number	0
5.3.1.3.	By license type	0
5.3.1.4.	By address	0
5.3.1.5.	By owner	0
5.3.2.	Notices	0
5.3.2.1.	Renewal	0
5.3.2.2.	Delinquent	0
5.3.2.3.	NSF	0
5.3.3.	Trial Balances	0
5.3.4.	Actual Licenses	0
<b>5.4.</b>	<b>Touchpoints</b>	0
5.4.1.	Code Enforcement	0
5.4.1.1.	View Business Licenses	0
<b>6.</b>	<b>Solid Waste Franchise Fees</b>	0
<b>6.1.</b>	<b>Cash Receipting</b>	0
6.1.1.	Payment entries	0
6.1.2.	Enter details; check numbers, notes section	0



<b>6.2. Record Keeping</b>	0
6.2.1. General Information	0
6.2.1.1. Name, address, contact information	0
6.2.1.2. Locations of dumpsters within Cutler Bay	0
<b>6.3. Reports</b>	0
6.3.1. Company directory	0
6.3.2. Dumpsters and their locations	0
6.3.3. Payment History	0
<b>6.4. Touchpoints</b>	
6.4.1. Code Enforcement	0
6.4.1.1. View Waste Franchise information	0
<b>7. Intentionally Left Blank</b>	
<b>8. Code Compliance</b>	0
<b>8.1. Data Requirements</b>	0
8.1.1. Data Import	0
8.1.1.1. From various sources	0
8.1.1.1.1. Energov	0
8.1.1.1.2. Municode	0
8.1.1.1.3. Property appraiser	0
8.1.1.1.4. Excel	0
8.1.1.1.5. Word	0
8.1.2. General Data	0
8.1.2.1. All entries time, date and user stamped	0
8.1.3. Codes Data	0
8.1.3.1. Code #	0
8.1.3.2. Description of code	0
8.1.3.3. Ordinance Language	0
8.1.3.4. GL Account	0
8.1.3.5. Fine Amount (Tiered Fine schedule)	0
8.1.3.6. Violation Number	0
8.1.3.7. Status	0
8.1.3.7.1. Warning	0
8.1.3.7.2. Violation	0
8.1.3.7.3. Complied	0
8.1.3.7.4. Referred to Master	0
8.1.3.7.5. Void	0
8.1.3.8. Status Remarks	0
8.1.3.9. Case Notes / History (User, Time and Date Stamped)	0
8.1.4. Property Data	0
8.1.4.1. fields per Property appraiser + TCB	0
<b>8.2. Reports</b>	0
8.2.1. Must have the ability to print all code enforcement forms directly from the system.	0
8.2.1.1. Warning Letter	0
8.2.1.2. Civil Violation	0
8.2.1.3. Additional documents to be provided	0
<b>8.3. Document Upload: System must have the ability to upload any type of document related to a case such as letters and photographs</b>	0
<b>8.4. Case Workflows / checklists</b>	0
8.4.1. System should provide a case handling workflow, with supervisor override of skipped tasks.	0
<b>8.5. Notifications: System needs to keep track of the different time deadlines that are typical of code enforcement cases, and notify the code officers of when items are due, such as sending warning letters, civil infraction notices or simple reminders of follow-up tasks.</b>	0
<b>8.6. Special Magistrate Hearings: System must follow the case process through the special magistrate hearing. Must allow scheduling of hearing, verdict of hearing, whether the case was appealed or disputed, whether there were any special fines or liens as a result of the hearing, if the case was voided and the compliance process.</b>	0
<b>8.7. Repeat Offenders</b>	0
8.7.1. System must allow for a way to determine if the offender is a repeat offender or not - If citation is paid, offender automatically is assuming guilt. If code enforcement issues a citation to the same offender for the same offense, fees will be different, as it is considered a repeat offender case.	0
8.7.2. If a citation is appealed and the offender wins, the case will be dismissed and all fines should be removed. If Code compliance issues a citation for the same offense, the offender will not be considered a repeat offender	0
<b>8.8. Searches</b>	0
8.8.1. System must allow users to search for cases by case number, folio, address, owner, status (Open, Closed, Void, Hearing)	0
<b>8.9. Touchpoints</b>	
8.9.1. Integration (cross referencing) with Building Department	0
8.9.1.1. System must allow code enforcement department to "Flag" a property for building violations, in order for the building department to calculate the pertinent fines.	0
8.9.1.2. System must notify code officer of when an application is submitted for a "Flagged" property, as well as when the permit is issued and closed.	0
8.9.1.3. System must also update the record to reflect when a violation has been paid, so that the building department can easily find this information.	0

8.9.1.4.	System must cross reference with building department in the Boiler Vessel annual renewal process. Code enforcement must be notified when a business has not renewed their Boiler Vessel permit, in order for the Code Enforcement officer to seek compliance.	0
8.9.2.	Integration with Zoning Department	0
8.9.2.1.	System must allow access for code enforcement to view zoning for items such as applications (temporary storage units, certificates of use, special events, garage sales, boat storage applications.	0
8.9.3.	Integration with Finance	0
8.9.3.1.	Cash receipting of code enforcement violations – Payments for citations need to be accepted after compliance has been verified.	0
8.9.3.2.	Non Sufficient Funds process – System must add an NSF fee as well as change the status of the code case from compliant to non-compliant. Once the violation has been paid (along with the NSF fee), the system can change the status of the case back to compliant.	0
8.9.3.3.	Franchise Fees – system must provide a report of expired Franchise Fees.	0
8.9.3.4.	Business Licenses – system must provide a report of expired Business Licenses.	0
8.9.4.	Clerk's Office	0
8.9.4.1.	System must allow code enforcement to cross reference with the Clerk's office for recording of documents after Special Magistrate hearings.	0
8.9.4.2.	System must also provide a notification from the Clerk's office to the Code Enforcement module of when a lien has been paid.	0
<b>9.</b>	<b>Public Works</b>	0
<b>9.1.</b>	<b>Work orders</b>	0
9.1.1.	Ability to assign tracking numbers	0
9.1.2.	Ability to assign deadline/completion date by Categories	0
9.1.3.	Automatic reminder (email) for overdue work Orders	0
9.1.4.	Ability to sort work orders by categories (compare completion time)	0
9.1.5.	Ability to generate a written letter to resident (how was our service)	0
<b>9.2.</b>	<b>Right-of-way permits</b>	0
9.2.1.	Ability to approve electronically, after engineering department approval	0
9.2.2.	Ability to review detailed plans electronically by Public Works Director	0
9.2.3.	Flagging/reminder email for "expired" Public Works Permits	0
9.2.4.	Ability to email digital copy of plans	0
<b>9.3.</b>	<b>Stormwater Utility (Asset Management)</b>	0
9.3.1.	Asset inventory "GIS" format of all Town owned drainage structures	0
9.3.2.	Ability to track maintenance/repairs for each individual drainage structure	0
9.3.3.	Ability to enter complaints for each drainage structure	0
9.3.4.	Ability to assign asset number to each drainage structure	0
<b>9.4.</b>	<b>Fleet maintenance/fuel department</b>	0
9.4.1.	Ability to track mileage and maintenance interval and generate service reminders	0
9.4.2.	Ability to track maintenance/repairs for each vehicle	0
9.4.3.	Ability to track fuel consumption for each Vehicle	0
9.4.4.	Automatic email to Fleet Manager for fuel consumption "alert"	0
<b>9.5.</b>	<b>Tree Inventory (Asset Management)</b>	0
9.5.1.	Ability to assign asset # to each Town owned tree	0
9.5.2.	Ability to track pruning maintenance, watering schedule, etc.	0
9.5.3.	"GIS" format layer to identify each tree by Neighborhood	0
9.5.4.	Ability to enter tree type, size, estimated age	0
9.5.5.	Ability to enter complaints regarding tree (assigned an asset number)	0
<b>9.6.</b>	<b>Canal and Street Maintenance</b>	0
9.6.1.	Ability for "GIS" layering of all Town owned roads	0
9.6.2.	Tracking amount of debris (tons) removed per sweeping (NPDES) cycle	0
9.6.3.	Ability to enter specific work order concerning street sweeping	0
9.6.4.	Ability to track lane mile swept for each sweeping cycle (NPDES)	0
9.6.5.	Ability to generate an inspection report for field personnel	0
<b>9.7.</b>	<b>Touch points</b>	0
9.7.1.	Ability to review Budget line items	0
9.7.2.	Permit Review – Building Department	0
9.7.2.1.	Ability to track permit review process for Public Works projects	0
9.7.2.2.	Ability to approve Public Works permits electronically and/or enter comments	0
9.7.3.	Personnel Information – Human Resources	0
9.7.3.1.	Review Departmental employees demographic, attendance, training and performance	0
9.7.4.	Integrate with ESRI	0
<b>10.</b>	<b>Parks and Recreation</b>	0
<b>10.1.</b>	<b>Facility Management</b>	0
10.1.1.	Facility Rental	0
10.1.1.1.	Park	0
10.1.1.2.	Fields/Courts	0
10.1.1.3.	Buildings	0
10.1.1.4.	Picnic Areas	0
10.1.1.5.	Pool	0
10.1.1.6.	Park Use Fee Invoicing/Collection/Tracking	0
10.1.1.6.1.	Youth Leagues	0
10.1.1.6.2.	Outside Organizations	0
10.1.1.7.	Other	0
10.1.2.	Facility Scheduling	0
10.1.2.1.	One Time Use	0
10.1.2.2.	Recurring Use	0

10.1.2.3. By Day	0
10.1.2.4. By Hour	0
10.1.3. Facility Use Fee Collection	0
10.1.3.1. Rental Fees	0
10.1.3.2. Deposits	0
10.1.3.3. Cancellation Fee	0
10.1.4. Deposit Refunds	0
10.1.4.1. Partial Refund	0
10.1.4.2. Full Refund	0
<b>10.2. Activity / Program Management</b>	<b>0</b>
10.2.1. Pool Admissions	0
10.2.1.1. Child	0
10.2.1.2. Adult	0
10.2.1.3. Senior	0
10.2.1.4. Group	0
10.2.2. Camp Programs	0
10.2.2.1. After School	0
10.2.2.2. Summer	0
10.2.2.3. School Recess	0
10.2.2.4. Other	0
10.2.3. Classes	0
10.2.3.1. Swimming	0
10.2.3.2. Tennis	0
10.2.3.3. Dance	0
10.2.3.4. Other	0
10.2.4. Leagues (Town Operated)	0
10.2.5. Registration	0
10.2.5.1. In person	0
10.2.5.2. On-line	0
10.2.5.3. Paperless	0
10.2.6. Payment	0
10.2.6.1. Cash	0
10.2.6.2. Check	0
10.2.6.3. Credit Card	0
10.2.6.4. On-line	0
10.2.6.5. Reduced/Fee Waiver	0
10.2.6.6. Program/Class Refunds	0
10.2.6.6.1. Full	0
10.2.6.6.2. Partial	0
10.2.7. Membership Management	0
10.2.7.1. Registration	0
10.2.7.2. Invoicing	0
10.2.7.3. ID Cards	0
10.2.7.4. Payment Status/History	0
<b>10.3. Purchase Orders</b>	<b>0</b>
10.3.1. Editing – After entry & before approval	0
10.3.2. Viewing By:	0
10.3.2.1. Date	0
10.3.2.2. Purchase Order Number	0
10.3.2.3. Vendor	0
10.3.3. Vendor Details	0
10.3.3.1. Contact Information	0
10.3.3.2. History	0
10.3.3.3. Payments	0
<b>10.4. Personnel (Departmental)</b>	<b>0</b>
10.4.1. Demographic Information	0
10.4.1.1. Address	0
10.4.1.2. Telephone Number	0
10.4.1.3. Date of Birth	0
10.4.1.4. Date of Hire	0
10.4.2. Leave Usage	0
10.4.2.1. Balances	0
10.4.2.2. Leave History	0
10.4.3. Employee Salaries	0
<b>10.5. Touchpoints</b>	<b>0</b>
10.5.1. Finance Department	0
10.5.1.1. Cash Receipts Deposits – Daily/Weekly deposits of cash receipts for services	0
10.5.1.2. Refund Requests – Clean-up Deposits and/or refund of program fees	0
10.5.1.3. Bad/Bounced Check notification/collection	0
10.5.1.4. Purchase Orders	0
10.5.1.4.1. Approvals	0
10.5.1.4.2. Payments	0
10.5.1.4.2.1. Full	0
10.5.1.4.2.2. Partial – by line item, not by percentage	0
10.5.1.4.3. Editing	0
10.5.2. Human Resources Access	0
10.5.3. Review Departmental employees demographic, attendance, training and performance	0
<b>11. Clerk's Department</b>	<b>0</b>
11.1. Public Records Request	0

11.1.1.	Request tracking, fees/estimates tracking, payment tracking, staff time tracking	0
<b>11.2.</b>	<b>Lien Search</b>	0
11.2.1.	Be able to search code enforcement, burglar alarm fees for outstanding balances on a particular property	0
11.2.2.	Receive payments through cash receipting	0
<b>11.3.</b>	<b>Lien Recording</b>	0
11.3.1.	File tracking with Planning & Zoning/County Recorders Office (Internal Only)	0
11.3.2.	Payment Notification/Violation Correction	0
11.3.3.	Release of Lien Issuance	0
<b>11.4.</b>	<b>Touchpoints</b>	0
11.4.1.	Cash Receipting-Finance Department	0
11.4.2.	Viewing Capabilities-Code Compliance Violation corrections and compliance	0
11.4.3.	Must be able to view that citations have been paid and violation has been corrected	0
11.4.4.	Track files with Planning & Zoning for Lien recordings	0
<b>11.5.</b>	<b>Miscellaneous Requirements</b>	0
11.5.1.	Must be compatible with Laserfiche	0
<b>12.</b>	<b>Human Resources Management System</b>	0
<b>12.1.</b>	<b>Applicant Services</b>	0
12.1.1.	Allow for scanning and storage of all applicant supplied documents such as Resumes, Drivers License, Passport, References etc.	0
12.1.2.	Track available positions	0
<b>12.2.</b>	<b>Staff Information</b>	0
12.2.1.	Maintain a database of	0
12.2.1.1.	Name	0
12.2.1.2.	Address	0
12.2.1.3.	Phone Numbers	0
12.2.1.4.	Emergency Contact	0
12.2.1.5.	Position	0
12.2.1.6.	Salary	0
12.2.1.7.	Hire Date	0
12.2.1.8.	Fire Date	0
12.2.1.9.	Certifications	0
12.2.2.	Store Letters of reprimand	0
12.2.3.	Store Letters of commendation	0
12.2.4.	Evaluations: Create, Remind and Store	0
<b>12.3.</b>	<b>Payroll Administration</b>	0
12.3.1.	Salary	0
12.3.2.	Hourly	0
12.3.3.	Track Vacation Time	0
12.3.4.	Track Sick Time	0
12.3.5.	Track Educational Benefits	0
12.3.6.	Allow Managers electronic access to time sheets for approval	0
12.3.7.	Works with IP based Time Clocks	0
12.3.8.	Insurance Benefits Tracking: Health, Vision, Dental, Life, Disability, etc.	0
<b>12.4.</b>	<b>Certification / Training Management</b>	0
12.4.1.	Notify HR manager of expired certifications.	0
<b>13.</b>	<b>Services Required</b>	0
<b>13.1.</b>	<b>Project management</b>	0
<b>13.2.</b>	<b>Software installation, testing and tuning</b>	0
<b>13.3.</b>	<b>Business process design and software configuration</b>	0
<b>13.4.</b>	<b>Customizations</b>	0
<b>13.5.</b>	<b>Training and documentation</b>	0
<b>13.6.</b>	<b>Post Implementation Support</b>	0
<b>14.</b>	<b>Technical Requirements</b>	0
<b>14.1.</b>	<b>Product must run on an Intel based Server Platform</b>	0
<b>14.2.</b>	<b>Product must run under Microsoft Server Operating system 2003 or newer</b>	0
<b>14.3.</b>	<b>Product interface will be Microsoft Windows 2000, XP Pro and all versions of Vista (Except Home) compatible. If product interface is web based the interface will be compatible with IE 6.0 and more recent versions minimally. Ideally supports 3rd party browsers as well.</b>	0
<b>14.4.</b>	<b>Product must utilize a nationally recognized database engine</b>	0
14.4.1.	Company will include all database licenses require in pricing proposal	0
<b>14.5.</b>	<b>Data Mining</b>	0
14.5.1.	Company will provide Read Only access to database for data mining purposes	0
14.5.2.	Company will provide a data dictionary to the Town of Cutler Bay for data mining purposes.	0

14.6. It is the intention of the Town that the software solution procured will provide all departments access to all information stored by the application based on access granted by User / Role with security down to the field level.

0

14.7. The ideal application would use integrated windows authentication and be AD integrated.  
Note: In lieu of above a data mining module is acceptable.

0

**TOTAL 0**



Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

---

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

CETS Score: \_\_\_\_\_ CETS Ranking: \_\_\_\_\_

Value Score: \_\_\_\_\_ Value Ranking: \_\_\_\_\_

Presentation Score: \_\_\_\_\_ Presentation Ranking: \_\_\_\_\_

Net Score: \_\_\_\_\_ Net Ranking: \_\_\_\_\_

---

Presentation Scoring Date: \_\_\_\_\_ Reviewed By: \_\_\_\_\_

ALL scoring done on scale of 1-100 1 – Deficient, 100 – Exceptional

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---



Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

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Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

---

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Ease of Use: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Module Total: \_\_\_\_\_

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Notes: \_\_\_\_\_

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Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Usability: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Ease of Use: \_\_\_\_\_

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Usability: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Ease of Use: \_\_\_\_\_

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Usability: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Ease of Use: \_\_\_\_\_

Module Name: \_\_\_\_\_

Completeness: \_\_\_\_\_ Usability: \_\_\_\_\_ Compatibility: \_\_\_\_\_

Touchpoints: \_\_\_\_\_ Features: \_\_\_\_\_ Ease of Use: \_\_\_\_\_

Notes: \_\_\_\_\_





Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

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Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

---

Supporting Software:

Database: \_\_\_\_\_ Points: \_\_\_\_\_

Reporting Engine: \_\_\_\_\_ Points: \_\_\_\_\_

Data Mining Utility: \_\_\_\_\_ Points: \_\_\_\_\_

---

User Licensing Methodology: \_\_\_\_\_

Points: \_\_\_\_\_

---

Installation Services: \_\_\_\_\_

Points: \_\_\_\_\_

---

Training Methodology: \_\_\_\_\_

Points: \_\_\_\_\_



Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

Data Migration Capabilities:

Alarm Records from Cry Wolf : \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_

General Ledger from MAIS: \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_

Accounts Receivable from MAIS: \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_

Accounts Payable from MAIS: \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_

Building Codes from Energov: \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_

Building Permits from Energov: \_\_\_\_\_

\_\_\_\_\_ Points: \_\_\_\_\_



Town of Cutler Bay  
Government ERP Software RFP  
Vendor Scoring Form

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Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

---

Support / Maintenance:

Help Desk Hours of Operation: \_\_\_\_\_ Points: \_\_\_\_\_

Software Upgrade Policy: \_\_\_\_\_ Points: \_\_\_\_\_

Custom Report Capability: \_\_\_\_\_ Points: \_\_\_\_\_

---

Total Score for Presentation : \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_



Town of Cutler Bay  
Government ERP Software RFP  
Pricing Schedule

---

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

---

1. Module Pricing

Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____
Name: _____	Price: _____

Modules Total : \_\_\_\_\_

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Town of Cutler Bay  
Government ERP Software RFP  
Pricing Schedule

---

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

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2. Supporting Software Pricing (ex. Database Licenses)

Name: \_\_\_\_\_ Price: \_\_\_\_\_

Name: \_\_\_\_\_ Price: \_\_\_\_\_

Name: \_\_\_\_\_ Price: \_\_\_\_\_

Name: \_\_\_\_\_ Price: \_\_\_\_\_

Name: \_\_\_\_\_ Price: \_\_\_\_\_

Supporting Software Total: \_\_\_\_\_

---

3. User License Pricing

Number of Users: \_\_\_\_\_ Price per User: \_\_\_\_\_

User License Total : \_\_\_\_\_

---

4. Installation Costs

Cost of Software Installation Total: \_\_\_\_\_

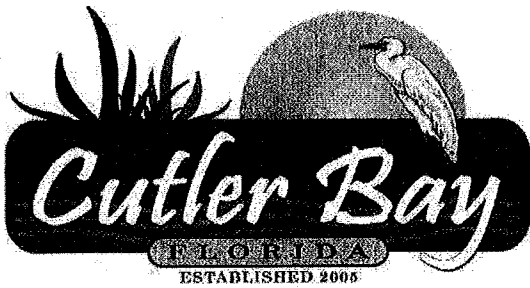
---

5. Training Cost Per User

Number of Users: \_\_\_\_\_ Price per User: \_\_\_\_\_

Training Cost Total: \_\_\_\_\_

---



Town of Cutler Bay  
Government ERP Software RFP  
Pricing Schedule

---

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

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6. Data Migration Cost:

Alarm Records (2300) Migration Cost: \_\_\_\_\_

Current Alarm System Cry Wolf

General Ledger Migration Cost: \_\_\_\_\_

Current GL MAIS

Accounts Receivable Migration Cost: \_\_\_\_\_

Current AR MAIS

Accounts Payable Migration Cost: \_\_\_\_\_

Current AP MAIS

Building Codes (135) Import Cost: \_\_\_\_\_

Current Building Dept System Energov

Building Permits (7500) Import Cost: \_\_\_\_\_

Current Building Dept System Energov

Data Migration Total Costs: \_\_\_\_\_

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Town of Cutler Bay  
Government ERP Software RFP  
Pricing Schedule

---

Company Name: \_\_\_\_\_ Product Name: \_\_\_\_\_

---

7. Subsequent Years Software Support / Maintenance:

Software Support Complete System Cost: \_\_\_\_\_

Software Maintenance Complete System Cost: \_\_\_\_\_

Subsequent Years Software Support / Maintenance Total: \_\_\_\_\_

---

Complete Government ERP Software System First Year Implementation Cost:

\_\_\_\_\_

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TAB 3





Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** January 21, 2009  
**Re:** **ADOPTION OF THE TOWN'S STREET TREE MASTER PLAN**

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE TOWN OF CUTLER BAY STREET TREE MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Since the incorporation, the Town Council has sought to enhance the quality of life for our residents. An element of the Town's Strategic Plan – (5. Community Identity, Unity and Pride) – emphasizes the development and implementation of a Town Beautification Program. The Town's Comprehensive Development Master Plan also calls for enhancing the aesthetics of the community and encouraging pedestrian activity. The Street Tree Master Plan was developed to guide the proper addition of trees along the rights-of-way (ROW). One of the goals identified in the Street Tree Master Plan and the "Green Plan" is to become designated as a "Tree City USA". Town staff is currently developing the required application and evaluating the Town's ability to meet both the Arbor Day Foundation and National Association of State Foresters criteria (s).

The attached Street Tree Master Plan addresses the following components:

- Feedback from Community Dialogue (Workshop was held on August 11, 2008)
- Benefits of Tree Plantings
- Inventory and Assessment of Existing Street Trees
- The Projected Planting Requirements
- Budgeting and Phasing for Planting and Maintenance
- Guidelines for Placement of Street Trees
- Protection and Maintenance of Street Trees
- Approaches to Design of Street Tree Plantings
- Selecting Street Trees

### RECOMMENDATION

It is recommended that the Town Council approve the attached Resolution, thereby adopting the Street Tree Master Plan.

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE ADOPTION OF THE TOWN OF CUTLER BAY STREET TREE MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay (the “Town”) adopted Resolution Number 08-14 on March 19, 2008, authorizing Marlin Engineering (the “Consultant”) to create a Street Tree Master Plan (the “Master Plan”) for the Town; and

**WHEREAS**, the Consultant held several meetings with Town Staff and hosted a community workshop for the Town on August 11, 2008; and

**WHEREAS**, the Consultant incorporated the feedback from both staff and resident’s comments in the Master Plan, and subsequently presented the completed Master Plan to the Town; and

**WHEREAS**, the Town Council finds that the adoption of the Master Plan is in the best interest of the health, safety 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. Adoption and Authorization.** That the Street Tree Master Plan in substantially the form attached as Exhibit “A” (the “Master Plan”) is hereby adopted. The Town Manager is authorized to take all actions necessary to implement the Master Plan

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

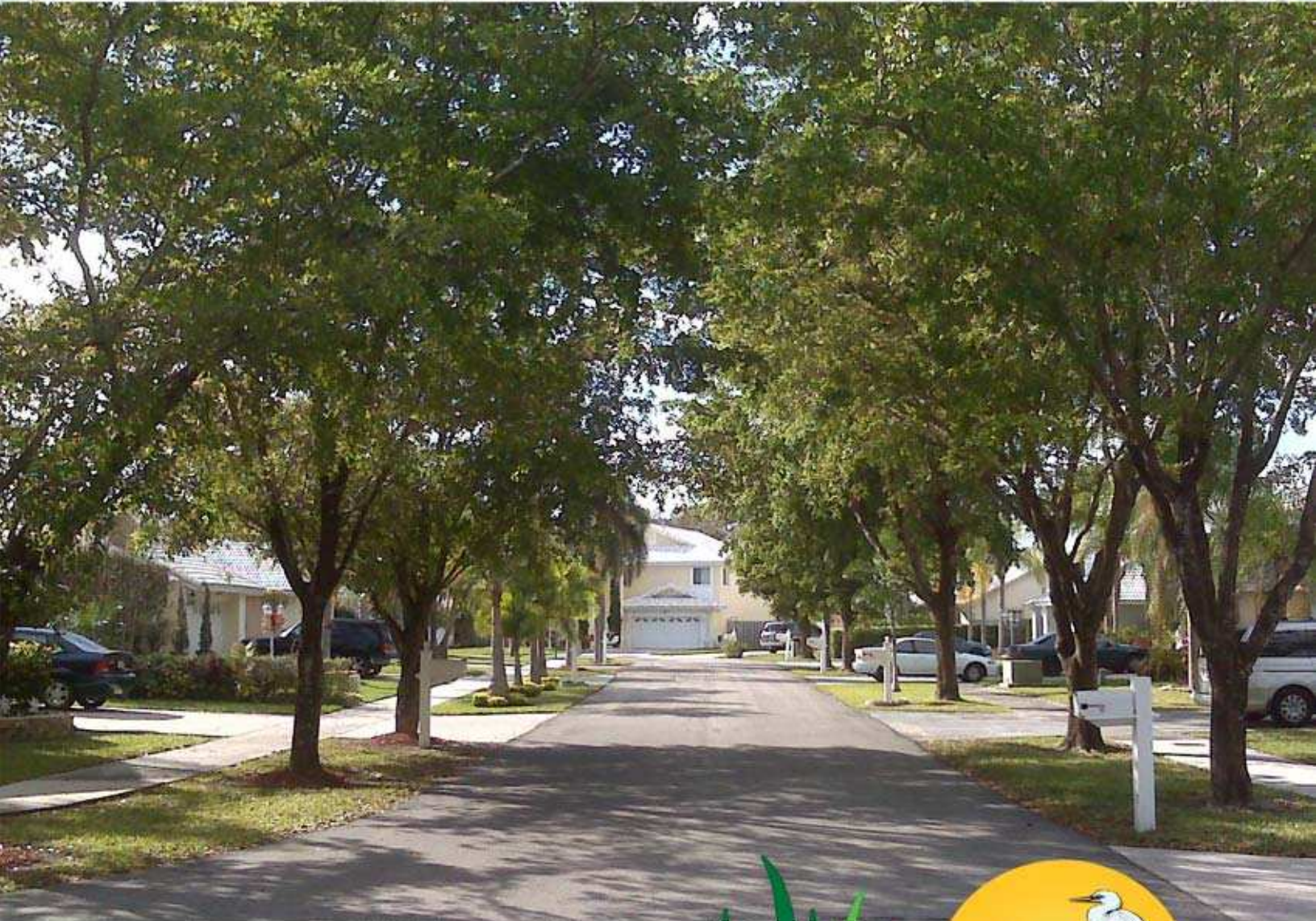
Councilmember Peggy R. Bell \_\_\_\_\_

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

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

# TOWN OF CUTLER BAY

## STREET TREE MASTERPLAN





# TOWN OF CUTLER BAY STREET TREE MASTER PLAN

*December 2008*

ROSENBERG  
GARDNER  
DESIGN



LAND PLANNING  
LANDSCAPE ARCHITECTURE  
LC-0000266  
MEMBER  
AMERICAN SOCIETY OF  
LANDSCAPE ARCHITECTS



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# TREE CITY USA

## THE PLAN

**This Street Tree Master Plan (The Plan) has been developed to guide the proper addition of trees along the rights-of-way (ROW). The Plan addresses the following components:**

- Community Dialogue
- Benefits of Tree Plantings
- Inventory and Assessment of Existing Street Trees
- The Projected Planting Requirements
- Budgeting and Phasing for Planting and Maintenance
- Guidelines for Placement of Street Trees
- Protection and Maintenance of Street Trees
- Approaches to Design of Street Tree Plantings
- Selecting Street Trees

**S**ince the incorporation of the Town of Cutler Bay in 2005, community leaders have sought to enhance the quality of life for its citizens. An element of the Town's Strategic Plan — (5. Community Identity, Unity and Pride) - emphasizes the development and implementation of a Town Beautification Program. The Town's Comprehensive Development Master Plan also calls for enhancing the aesthetics of the community and encouraging pedestrian activity. **A significant component in implementing these goals is providing adequate tree canopy.**

A goal of the Town's leaders is to become designated as a "**Tree City USA.**" This program is supported by the USDA Forest Service Urban and Community Forestry Program. To qualify for Tree City USA, a town or city must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters.

- \* A Tree Board or Department
- \* A Tree Care Ordinance
- \* A Community Forestry Program with an Annual Budget of at least \$2 per capita
- \* An Arbor Day Observance and proclamation.

These standards were established to ensure that every qualifying community would have a viable tree management plan and program. The Town's population is approximately 41,000. At \$2 per capita, the minimum required budget would be \$82,000, so we are well in excess of that requirement.

## Did you know?

- The Town of Cutler Bay, both this year and last year had budgets of \$150,000 for new street tree plantings
- There are 3,216 communities that are currently a Tree City USA
- There are 503 communities that received a Growth Award
- Over 120 million people live in a Tree City USA

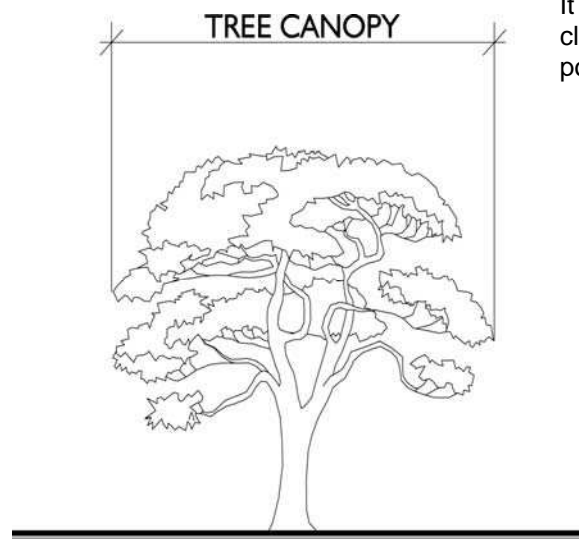


Optimal urban tree canopy coverage is considered to be 40-45 percent of the area of a community, especially in warm climates such as ours. This coverage includes a combination of the public spaces and private property. Street trees can comprise the primary contribution to achieving that canopy coverage. Trees that shade sidewalks and roadways are most valuable in developing a walk-able community.

Miami-Dade County's Landscape Ordinance (Chapter 18) enacted in 1995, requires landscaping on private property and street ROW's that, when mature, will come close to meeting the optimal canopy coverage.

In an almost fully-developed community like Cutler Bay, much of the Town was developed before the Ordinance took affect. **The opportunity to require tree planting on existing developed private property is gone.**

A major opportunity in providing new canopy are areas along streets. Any new canopy can most effectively come from planting along the streets. It is here that the Town has clear jurisdiction and hence the power to effect change.





# COMMUNITY DIALOGUE

The Plan incorporates input from citizens, Town leaders and staff. Miami-Dade County's “**A Greenprint For Our Future: Street Tree Master Plan**” served as a guideline in the preparation of The Plan. The goals of enhancing pedestrian and bicycle connection usage was envisioned in the **Old Cutler Road Charrettes** and **Cutler Ridge Charrettes**.

**Charrettes** are an integral part of The Plan because they express the desires of the citizens for the development of special community areas.

During public meetings with citizens and several meetings with Town staff, the elements of the Street Tree Master Plan were presented and discussed. Items presented and discussed at the meetings included:

- Benefits of Street Trees
- Inventory of Existing Trees and the Methodology used to Determine Number of New Trees Required
- Shade Trees vs. Palms
- Approaches to Design of Street Tree Plantings

A consensus of the public in attendance agreed that a street tree program is needed, that shade trees be the favored planting, and that the Town enact Ordinances to protect trees and require enhanced landscaping in new developments.

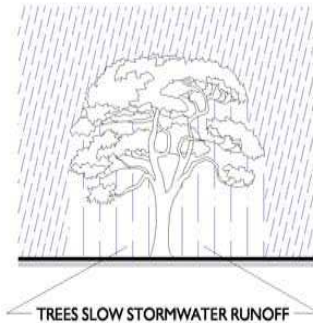


Community Workshop held on August 11, 2008

# BENEFITS OF TREES

**A**dequate tree canopy is proven to be vitally beneficial to the well being of a community - economically, socially and environmentally.

The **economic benefits** of street tree plantings are documented in many studies nationally. **Neighborhoods with good tree coverage increase property values from 5 to 15 percent.** In our own backyard, communities such as Coconut Grove, Coral Gables, Pinecrest and Miami Shores are heralded for their tree canopy and their property values reflect that.



## **Sociological benefits of trees include:**

- Reduced stress from calming traffic when planted in swales and medians near street edges
- improving the aesthetic appearance of neighborhoods
- providing a beneficial emotional and physical connection with nature
- providing habitat and food for wildlife
- creating a setting conducive to walking and cycling. Most of Cutler Bay's neighborhoods are blessed with sidewalks that provide connectivity to move safely from home to school or shopping. Trees in street swales provide a sense of separation between the sidewalks and traffic. This, and the cooling shade of the tree canopy will encourage people to leave the confines of their air-conditioned homes, thus -



**In addition to their measurable economic & social benefits, trees provide important environmental benefits such as:**

- purifying air by absorbing pollutants and particulate matter
- producing oxygen through photosynthesis
- absorbing carbon from the air
- abating noise & glare
- slowing storm water run-off by intercepting rainfall through their leaves and branches, thus reducing flooding
- actively removing water from soil through transpiration, thus adding to water holding capacity of soil during rainfall
- reducing local air temperature. The average temperature in urbanized areas is usually 5-10 degrees warmer than surrounding countryside because of the "heat island" effect created by dark paved surfaces such as roads, parking, and rooftops, and relatively fewer trees
- Ambient temperatures under tree canopies can be 5-10 degrees cooler than areas exposed to direct sunlight
- provides food and habitat for wildlife. Objective C-7 of the Town's Comprehensive Development Master Plan speaks to this function

**All of these benefits make neighborhoods more livable and safer.**

**YOUR STREET SHOULD BE THE BEGINNING POINT OF A SEAMLESS SYSTEM OF SAFE, COMFORTABLE TRAVEL (PEDESTRIAN AND CYCLING) TO SCHOOLS, PARKS, AND OTHER PUBLIC GATHERING PLACES.**

To generate the benefits provided by trees, the majority of plantings must be shade trees that develop large-spreading canopies. For that reason, all of the landscape ordinances in South Florida communities emphasize the use of shade trees rather than palms.



Shade Trees

vs



Palm Trees

# INVENTORY AND ASSESSMENT OF EXISTING STREET TREES

**T**o quantify the need for new street tree plantings, an inventory and assessment of the quality of existing trees was undertaken.

## INVENTORY METHODOLOGY

A visual analysis of aerial photographs was performed. Ground level inspection of selected areas was undertaken to verify the aerial's information.

The percentage of street tree canopy coverage was visually estimated on a block by block basis versus the 100% potential of trees that could properly be planted. Three (3) categories of existing street tree canopy density were established.

- 67 - 100% coverage
- 34 - 66% coverage
- 0 - 33% coverage

NOTE: Full credit is given to newly planted trees that are expected to mature into larger

## FINDINGS

**West of Old Cutler Road**, most development occurred prior to the enactment of the County's Landscape Ordinance which required street tree planting. Thus, existing street tree canopy in the majority of the local streets is generally very sparse. A few collector roads that are owned and landscaped by the County provide good canopy coverage.

The area east of Old Cutler Road are neighborhoods developed as part of planned communities in Saga Bay and Lakes By The Bay. The master developers of these communities landscaped the collector roads and the developers of each neighborhood installed street trees along most of the local streets.



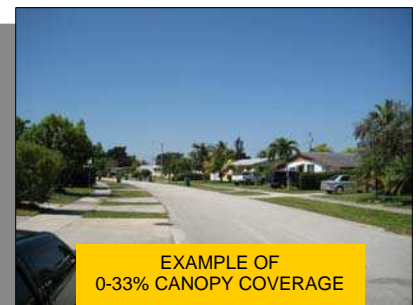
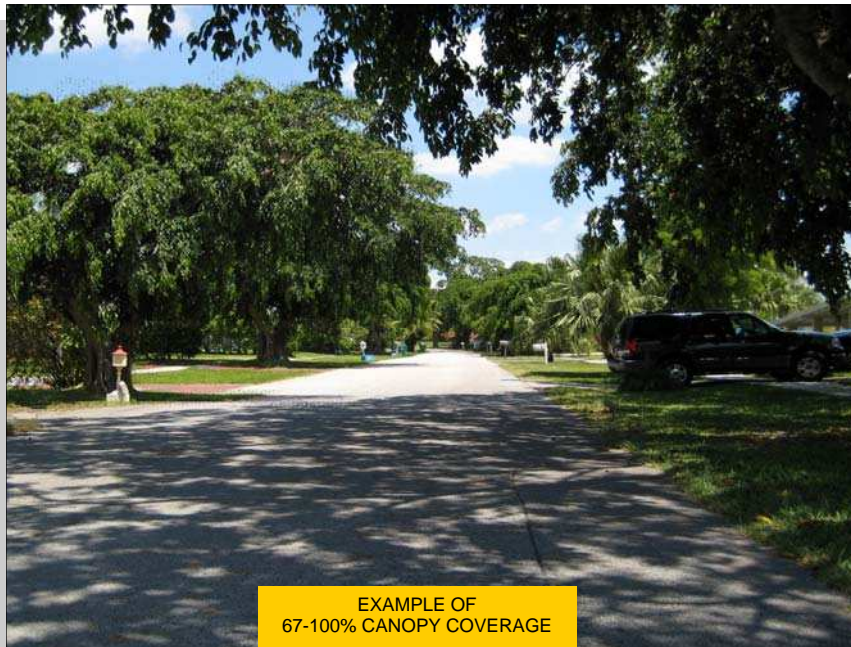
*Simpson Stopper Tree*

The maintenance of the landscaping of the major collector roads in these communities is the responsibility of master homeowners associations.

Individual neighborhood associations maintain local streets and common areas. Virtually all of the streets are fully landscaped (in the 67-100% category).

However, because of lack of space in swales or very narrow spaces between parking spaces in some townhouse and zero-lot line communities, there may actually be very little opportunity for tree canopy coverage. If most of the limited available space is planted with trees, then that area was included in the 67-100% coverage category. In some places where skinny palms are planted on wide swales, shade trees should replace them to increase desired shade and traffic calming.

A map was prepared which graphically shows the existing distribution of street trees throughout the Town. (See page 6).

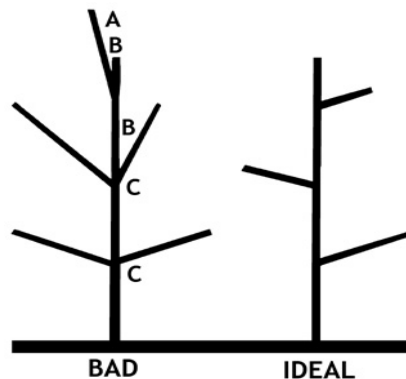


# QUALITY OF EXISTING TREES

**M**any of the existing trees, found in the swales, are not of good quality. The factors that adversely affect Cutler Bay shade trees include their initial structural form, method of planting, circling roots, damage from storms, damage from weed eaters, vehicles, and improper pruning.

The structural form of most of the existing trees do not meet the recently revised Grades and Standards for Nursery Plants, Department of Agriculture and Consumer Services Florida Grade #1. Miami-Dade County's Landscape Code and those of all other agencies, require trees to meet the Florida #1 standards.

The standard for structural form mimics the growth habit of trees growing close together in a forest, reaching upward for the light. These trees form a strong dominant central trunk, with branches growing out horizontally from the central trunk. This growth habit tends to develop superior structural strength, providing the best resistance to wind damage. When trees are grown in a nursery, spaced apart, trees will tend to send out multiple branches (co-dominant trunks) because sunlight can reach all sides of the canopy. Until the standards we published, most nurseries did not perform the pruning necessary to



## DOMINANT CENTRAL TRUNK

Faults: (A) side branch taller than main leader; (B) narrow crotch; (C) co-dominant branches.

Until the standards were published, most nurseries did not perform the pruning necessary to create trees with dominant central leaders.

The method of planting the tree will affect the health of a tree. For example, burying root balls too deep - a common error- can cause a tree to slowly decline in health over many years.

Circling roots that wrap around the tree close to the trunk, cause a tree to become unstable because the roots can't spread out and support the tree. The circling occurs when trees are kept in small containers for too long a time, prior to planting.

Damage due to storms/hurricanes usually affects the structural quality of trees. Broken branches, and damage to the root system if they are blown partially over, can also weaken trees and allow pests and diseases.



*Circling Roots*

Weed eaters and vehicles bumping into trees are a common problem.. Weed eaters that cut into a tree trunk at its base, adversely affect the ability of food and water to pass between the roots and the canopy. This is a major factor affecting tree health.

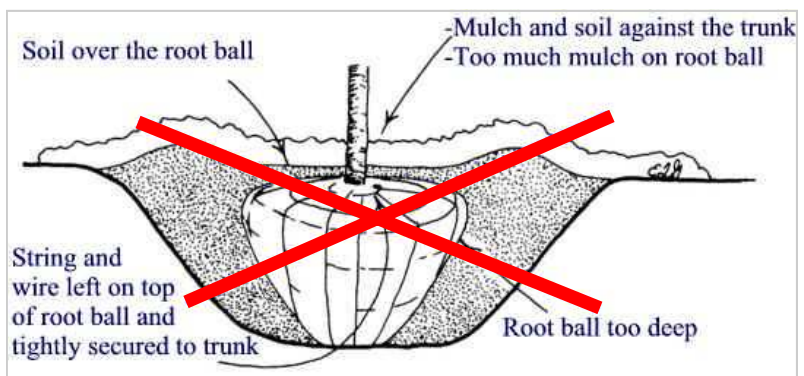
Improper pruning such as "hatracking" adversely affects the structure, health and aesthetic value of a tree and can make it more susceptible to hurricane damage.

To repair damage from storms and improper pruning, corrective pruning over several years would be required.

In the older neighborhoods west of Old Cutler Road, some of the existing trees are undesirable species such as Ficus exotica. These should be replaced over time as new trees mature to take their place along the street.



*Hat-Racked Tree*



*Improper Planting Depth Detail*

# PROJECTED PLANTING REQUIREMENTS

## CALCULATIONS TO DETERMINE NUMBER OF TREES REQUIRED TO REACH DESIRED TREE CANOPY COVERAGE

<u>PERCENTAGE OF CANOPY COVERAGE (%)</u>		<u>LINEAR FEET* OF STREETS</u>	=	<u>LINEAR FEET EXIST. CANOPY</u>
0 - 33% (16% average)	x	<u>208,855</u>	=	<u>33,417</u>
34 - 66% (55% average)	x	<u>137,936</u>	=	<u>75,867</u>
67 - 100% (84% average)	x	<u>196,712</u>	=	<u>165,238</u>
<b>TOTAL LF OF STREETS</b>		<b><u>543,503</u></b>	<b>TOTAL LF EXIST. CANOPY</b>	<b><u>274,522</u></b>

Total LF of streets 543,503 minus Total LF streets w/exist. canopy 274,522 = LF streets requiring canopy 268,981.

Total LF streets requiring canopy = 268,981  
 Divided by trees planted at 40 feet on center\*\* = 6,724 trees (Approximate quantity of trees required to obtain 100% coverage are along available swale areas)

\* Both sides of a street must be planted so these numbers are doubled.  
 \*\* This average spacing was determined by actually designing the placement of trees along a typical block of single-family homes. Deducting the space taken by driveways, street corners and utilities such as light posts and fire hydrants, the number of trees that could properly be planted on a block, measured street intersection to intersection came to one per 40 linear foot. Actual spacing of trees can vary between 20 to 40' on center.

## FACTORS LIMITING THE POTENTIAL TO PLANT STREET TREES

On some streets, trees cannot be planted at all. Two primary limiting factors are, 1) lack of physical space and 2) conflicting overhead utilities and/or underground utilities.



*No swale available to add trees*

Some streets, because of their design, have limited opportunity for tree planting. In some zero-lot line and townhouse communities, space for planting trees along the streets is very challenging. On some arterial streets, pavement stretches across the entire ROW, allowing no swale area on the sides, and limited space in medians to plant trees. If streets already had trees in the few spaces available, they were included in the 67-100% category.

On streets planted primarily with small-canopied palm trees, which will never produce the desired shade canopy, little credit was given. Thus, even if the palms were planted on a continual line along the street, that street would be noted in the 0 - 33% category. Larger-canopied palms such as Royal Palms and Coconuts were given more credit.

Some collector streets have little or no space to install a tree because the Right of Way (ROW) is totally paved to the outside edges of the ROW. In a few cases, a median exists that provides an opportunity for planting. Major overhead electric lines run on one side of the ROW of some of these streets, severely limiting the types of trees that can be used, even if space is available. Fortunately, over 98% of overhead utilities are in rear yard easements. Thus, this limiting factor applies in very few places throughout the Town's ROWs.



*Skinny Palms on center median*

# BUDGETING AND PHASING FOR PLANTING AND MAINTENANCE

## NUMBER OF TREES NEEDED

The approximate number of shade trees that would be required to create mostly continuous shade along the public streets owned by the Town is over 6,700. This assumes the use of medium to large-growing shade trees that will achieve canopy spreads of 25 to 40 feet. Where palm trees are used, they would have to be planted on at least a 2 to 1 basis to give adequate canopy. Even at that, their canopy contribution would be over 50% less than shade trees. At a potential rate of 250 trees per year, it will take 27 years to complete the street planting projects.

ALL SOUTH FLORIDA LANDSCAPE CODES FAVOR SHADE TREES OVER PALMS, TO DEVELOP DESIRED COVERAGE.

## BUDGETING FOR INSTALLATION

The large number of trees cannot feasibly be planted at one time, although the Town, in the past two fiscal years, has budgeted for planting of 270 trees per year, most at 14'-16' tall. The 14'-16' foot height is the largest size in which the most commonly used desirable species of trees are available in decent quantities. It is also a size which is large enough to be seen by drivers and stand up to bumping mowers, kids, etc. To expand the number of species available for selection and somewhat reduce the cost per tree, 8 - 10 foot tall trees can be considered.

The Town's staff and elected officials will have to determine the funds available in a budget year, and which areas should take priority.

## PRIORITIZING PLANTING

Factors to consider include:

- areas with least existing canopy
- arterial and main collector roads serving the majority of citizens. The County has already planted along most of these streets, though parts of Marlin Road in particular, need filling in streets leading to and surrounding schools, parks, and Other public gathering spaces
- local collectors into which more than one local street connect

## STRATEGIES FOR FUNDING INSTALLATION

Other than allocating general funds, other possibilities for funding can include:

- State & Federal grants
- local tree and conservation organizations
- bond issue
- donations from local plant nurseries
- business organizations
- garden clubs and neighborhood associations



# GUIDELINES FOR PLACEMENT OF STREET TREES

## SIZE/SPACING OF TREE

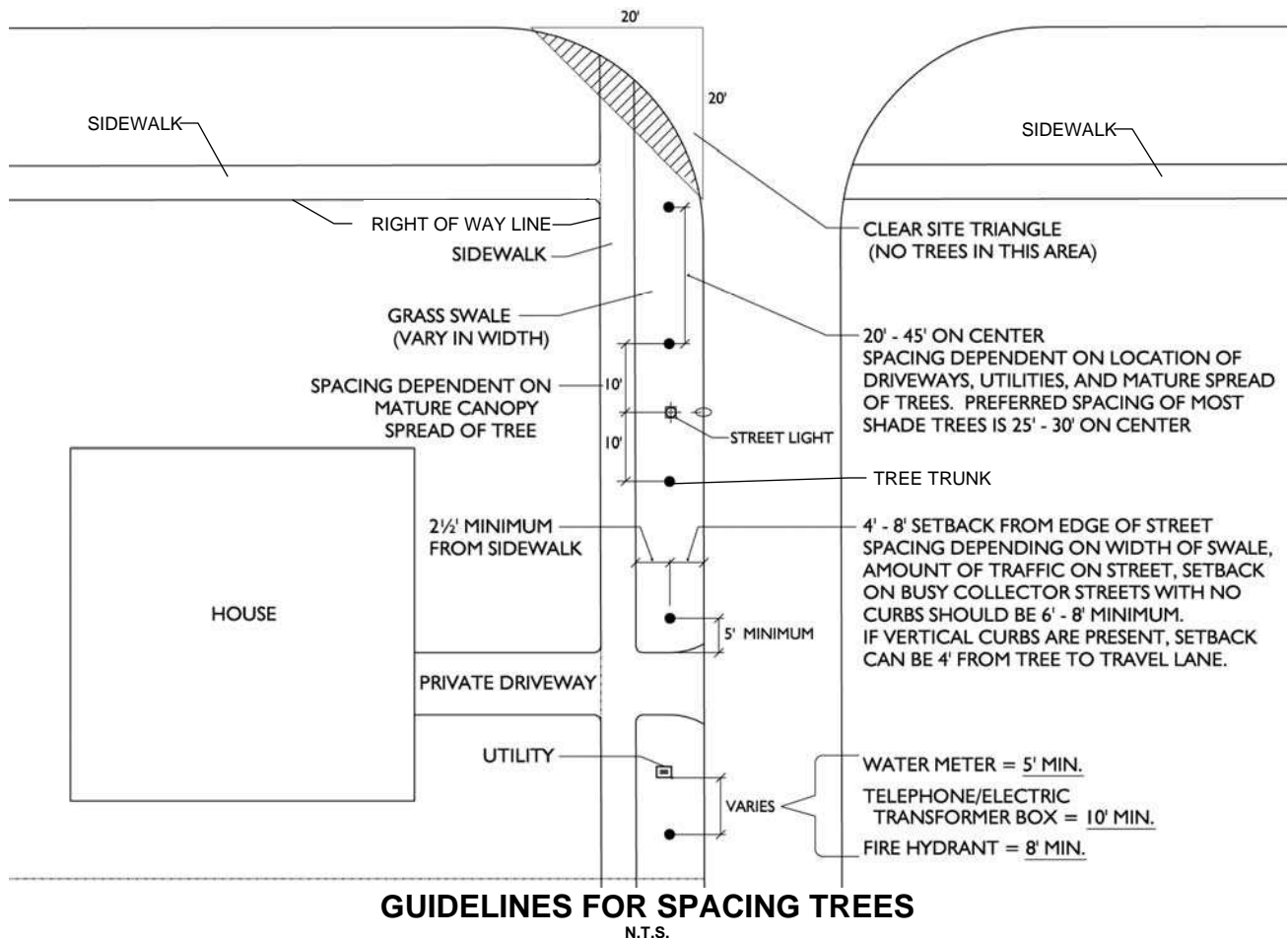
Miami-Dade County and most municipalities throughout South Florida require street trees to be a minimum of 12 feet tall at time of planting (some municipalities require 14 feet tall). Trees to be planted under power lines and certain desirable smaller-growing native trees can be planted at 8 feet tall and with closer spacing. If palms are used, they must be large-canopied species such as Royal Palms, Coconut Palms or large Date Palms. Most ordinances require an average spacing of 35 feet on center for shade trees and 25 foot spacing for palms. The quantity is usually calculated by taking the entire length of the street (including driveways) and dividing by 35 or 25.

## DETERMINING PROPER SPACING AND PLACEMENT

Because the Town is essentially built-out, the street tree requirements in the very few areas left to develop can be guided by the County's Landscape Code until such time that the Town chooses to develop its own Ordinance. For street trees that the Town will plant in existing neighborhoods a better method of determining the best spacing is to respond to the actual ground conditions. Consider space taken by driveways, utilities, etc. and place the trees as evenly as possible along the street with a maximum spacing of 40 - 45 feet, and minimum of 20 - 25 feet depending upon the mature size of the species used. Palms should be spaced 12 - 25 feet on center depending on the species.

## OTHER FACTORS INCLUDE:

- safe sight distance at street corners and driveway/sidewalk intersections
- distance from light poles. Allow for growth of canopy depending on species used (10 - 20 feet)
- distance from water meters, utility boxes (i.e. FPL, Bell South) - 5 feet minimum
- from fire hydrant - 8 - 10 feet
- from edge of travel lane without curbs:
  - 8 feet on busy collector streets
  - 4 - 6 feet on local streets, depending on swale width
  - Where vertical curbs exist, trees can be planted within 4 feet from face of curb.
- from sidewalk - 2 ½ - 3 feet min.
- from overhead electric - follow FPL guidelines. Fortunately almost no overhead wires are found along street fronts in Cutler Bay. Residents must use the same FPL Guidelines when deciding what trees to plant in their rear yards where most of the overhead lines are found.



# PROTECTION MAINTENANCE OF STREET TREES

**T**he initial monetary investment to plant trees and guarantee their establishment will be substantial. The several years that it takes for trees to mature and provide the desired economic, environmental and sociological effects are another form of investment that dollars can't provide. THEREFORE, THE PROTECTION AND PROPER MAINTENANCE OF TREES IS PARAMOUNT. The Town should consult with a properly trained ISA-certified Arborist to supervise the pruning of trees and act as the code enforcement officer for tree issues. This person can provide training to town staff, with the Public Works and Code Compliance Department to monitor tree health, pruning, procedures and Code Compliance.

## TREE PROTECTION

Miami-Dade County, under the administration of the Department of Environmental Protection (DERM) requires a tree removal permit. It prohibits the unauthorized removal or transplanting of trees on both public and private property, and establishes criteria to mitigate for trees that are removed. It, along with the County's Landscape Code, also addresses guidelines for pruning of trees and penalties for improper pruning.

**Improper pruning is a prime threat to the health, stability and aesthetic appearance of a tree, as well as the shade value provided.**

These Ordinances are currently applied in the Town. The Town may want to review these ordinances and amend them to relate more directly to the Town's needs. Vigilant code enforcement is vital to make the rules count.

## GUIDELINES FOR THE PROPER PLANTING OF TREES

The Town intends to develop an ordinance that establishes guidelines for the selection of tree species, proper spacing and location, permitting procedure for property owners to plant trees, during it's Land Development Code re-write.

## MAINTENANCE OF STREET TREES

The Town has assumed responsibility to install new trees on all public ROW's within the Town limits, including County-owned roads and those collector streets maintained by Homeowners Associations. Any tree planting on County-owned roads will require approval and permits from the County. On streets owned and maintained by Homeowners Associations, tree species and locations will be designed with input from the relevant Association. The Town will maintain street trees on all public roads.

Funds for on-going maintenance have been established as part of the Town's Public Works operating budget. Assuming that proper species are planted, no supplemental watering or fertilizing would be needed once trees are established. Ideally, the establishment period should extend for two (2) years after planting, to include watering during dry periods and fertilizing 2 - 3 times per year. Pest control would be a minimal requirement, unless a now-unknown pest or disease is introduced.

Selective pruning of shade trees and frond removal of palms will be the major effort required. Pruning is necessary both to correct structural deficiencies in existing trees, and maintain the proper growth habit on newly planted trees. Most shade trees require pruning about once every three (3) years to remove dead and crossing branches, maintain dominant leaders, and selectively thin the branches to allow winds to blow through. This helps make the trees more wind/hurricane-resistant.

An estimated cost for pruning is about \$100 per tree. A reserve fund should be established to carry on major corrective pruning after a hurricane and for replacement of some trees that will inevitably be destroyed.

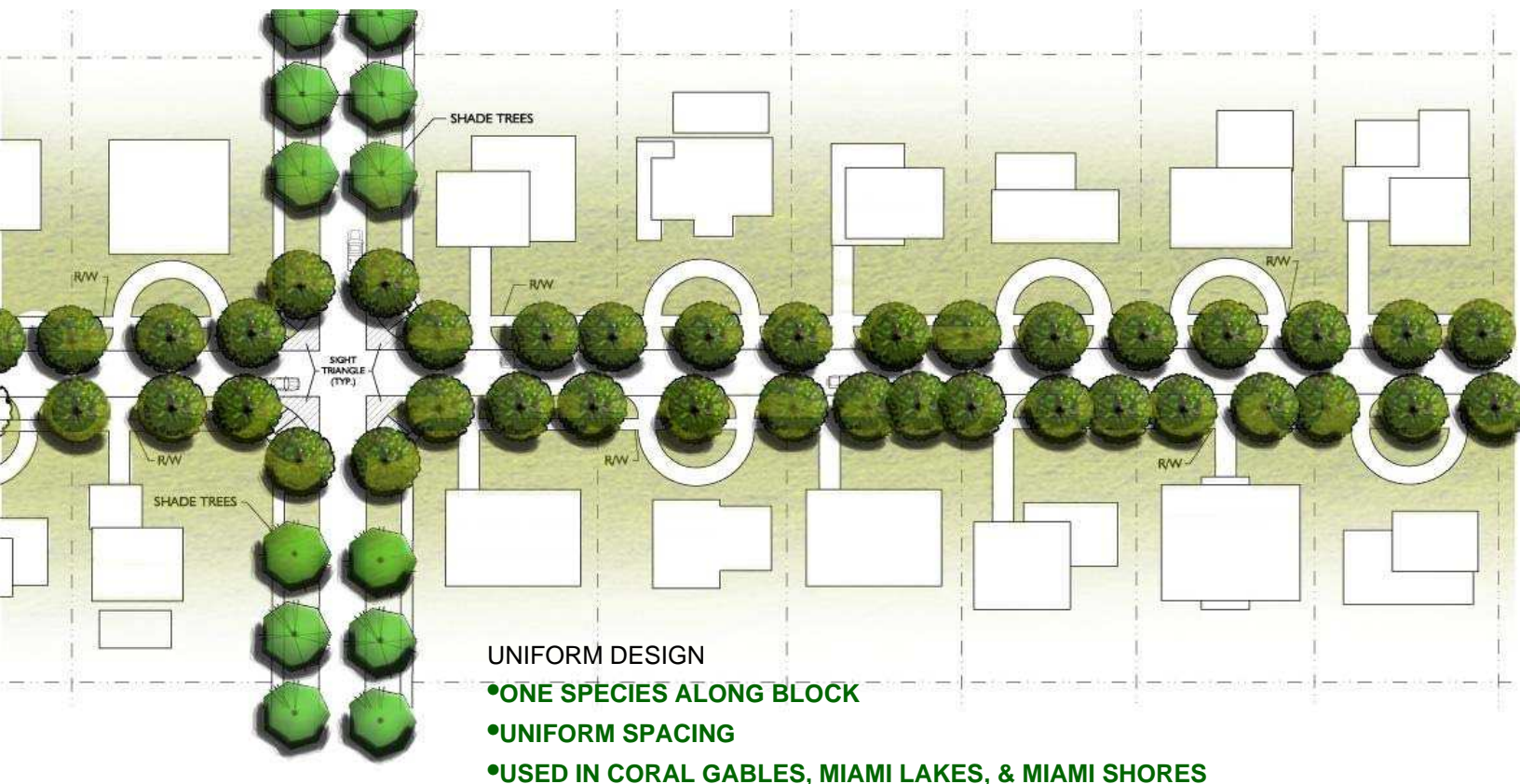


# APPROACHES TO DESIGN OF STREET TREE PLANTING

There are three (3) basic design approaches to planting street trees: Uniform, Random, Blended

The **Uniform** approach features the planting of a single species of tree for a street, as evenly spaced as possible, as conditioned by driveways and utilities locations. This design is the one most applied in planned communities where street trees are planted concurrently with the development of the community. Examples of this are found in Coral Gables, Miami Lakes, Miami Shores, and even the newer section of Cutler Bay east of Old Cutler Road.

This design creates an organized, tailored look along the street. The use of trees in this manner can help create a unifying effect where buildings with varying architectural styles and sizes are arranged along the street. This approach is easiest to implement, requiring less planning. Installers can more efficiently gather the trees at fewer



# APPROACHES TO DESIGN OF STREET TREE PLANTING

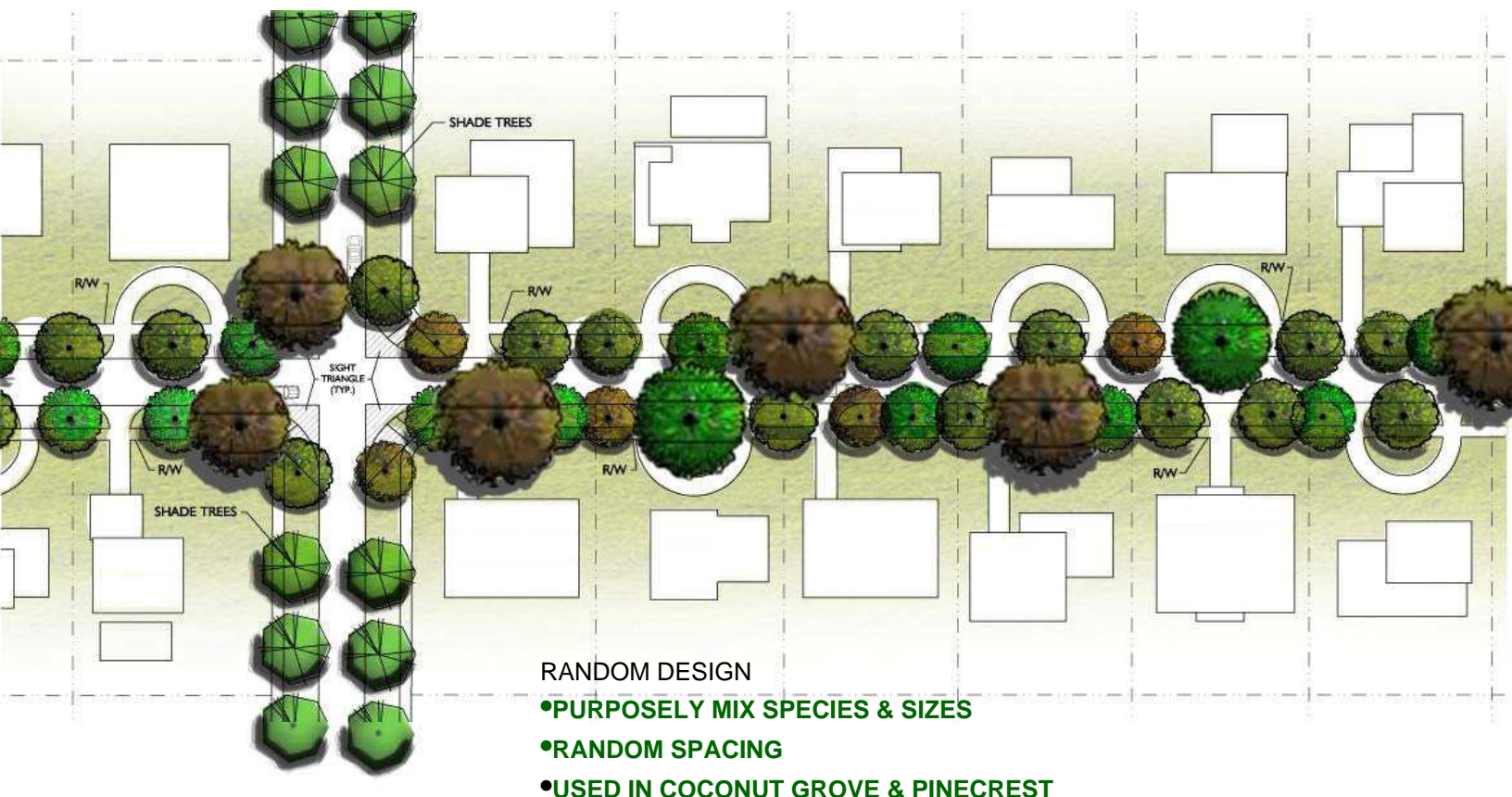
**C**onversely, the **Random** approach to planting trees produces the opposite effect. Here, several species of trees, often with varying mature sizes, are intermixed along the street. This type of planting often occurs in neighborhoods, 1) that were developed over time and, 2) those where a developer was not required and chose not to plant trees. Trees are randomly planted by homeowners, selecting species that they favored. Examples are Coconut Grove and Village of Pinecrest, older sections of Cutler Bay, and many older subdivisions throughout Miami-Dade County, are examples of the latter.

Mostly by chance, the number of trees planted can vary substantially. Some streets such as in Coconut Grove, are almost “jungle-like” in density of canopy. Other streets, such as along many of the streets in the older sections of Cutler Bay, have from 60% canopy to none at all.

On those streets that do have some existing trees, that are primarily of one species, the Uniform approach to design can be implemented with additional planting of the same species. Where a mix of species already exists, as is the case on most streets in older sections of the Town, then the Random approach is the one that would naturally occur. Village of Pinecrest for example, decided to purposely use the Random approach to planting, even on street that did not have much existing tree canopy.

The following reasons dictated their decision:

- There was concern that if a disease wiped out a particular species, that a street would not become void of canopy.
- Different species have varying degrees of resistance to hurricane winds. Again, they wanted to reduce the risk of major canopy loss.
- Since the architectural styles and sizes of homes varied, they wanted to embrace and accentuate the diversity (opposite of the “subdivision” look of many other communities.)
- Provides various habitats for wildlife.



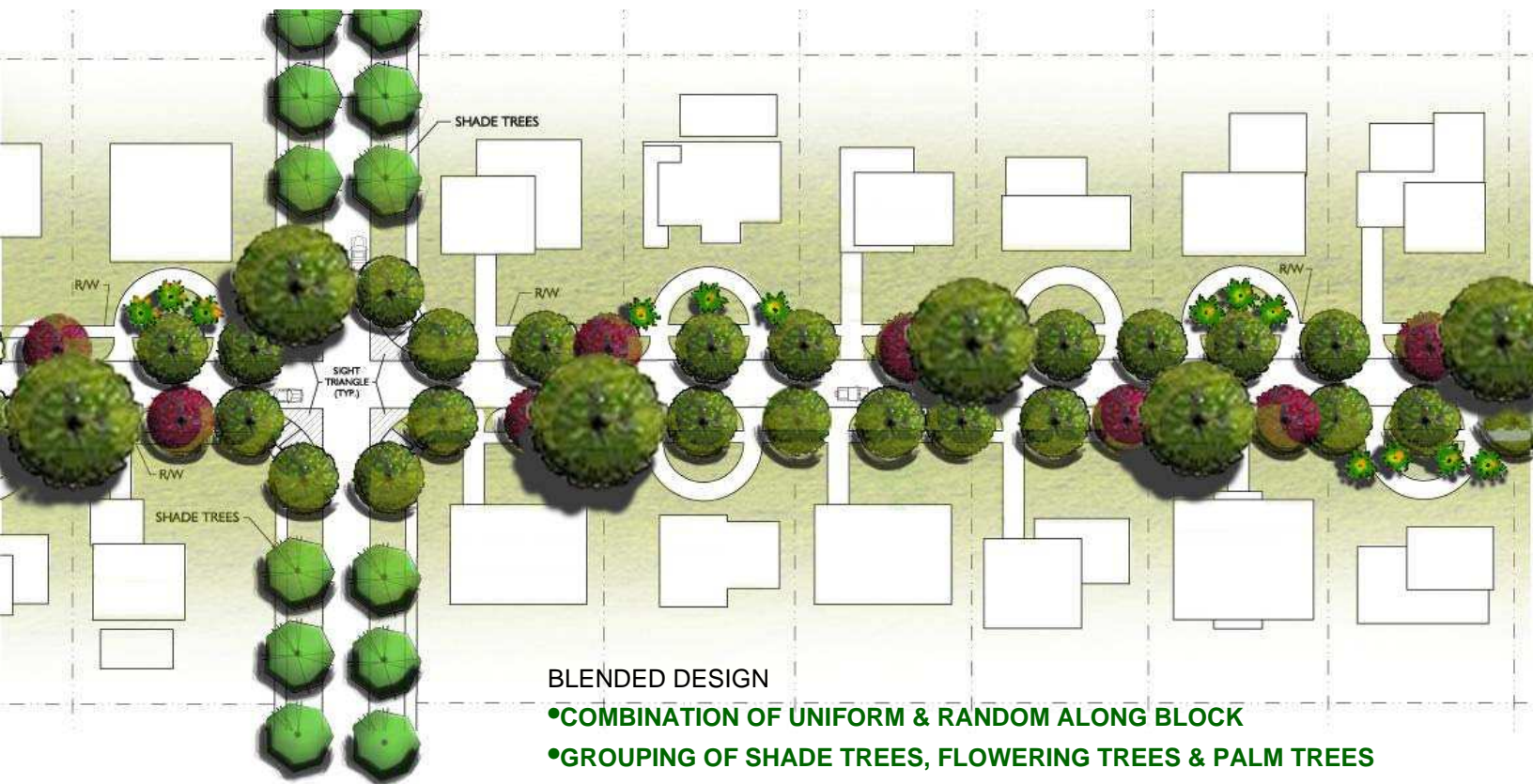
## RANDOM DESIGN

- PURPOSELY MIX SPECIES & SIZES
- RANDOM SPACING
- USED IN COCONUT GROVE & PINECREST

# APPROACHES TO DESIGN OF STREET TREE PLANTING

**T**he **Blended** approach to planting, as the name implies, takes attributes of both the Uniform and Random designs. It selects a predominant species (approximately 60 - 70% of the total) to be planted along a street. At street corners, and at random locations along the street, one or more additional accent species would be introduced as well. The street corners in particular, might be flowering trees. The trees selected as accents could be smaller-growing species to fit smaller spaces between two closely-spaced driveways or where existing utilities interfere, or conversely, larger-growing species where a larger space is available.

This design approach has the advantage of providing a mostly “organized” look, yet introduces some diversity along a street to guard against a catastrophic loss of canopy from disease, and to add visual interest.



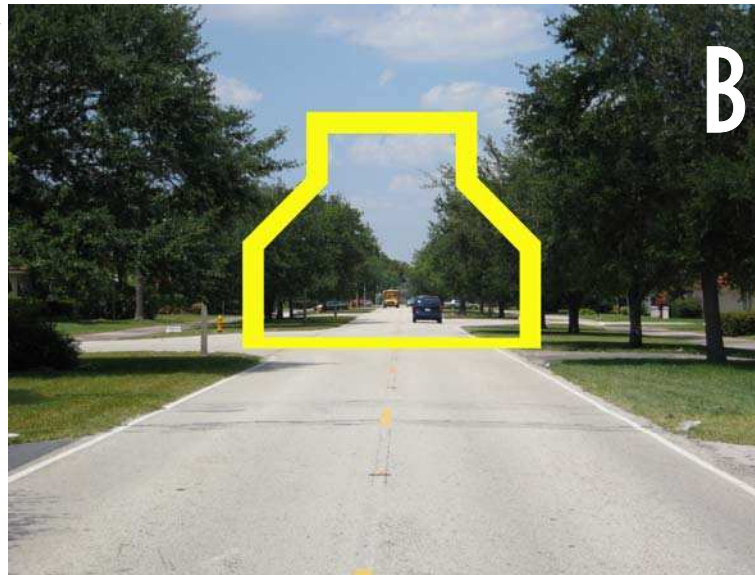
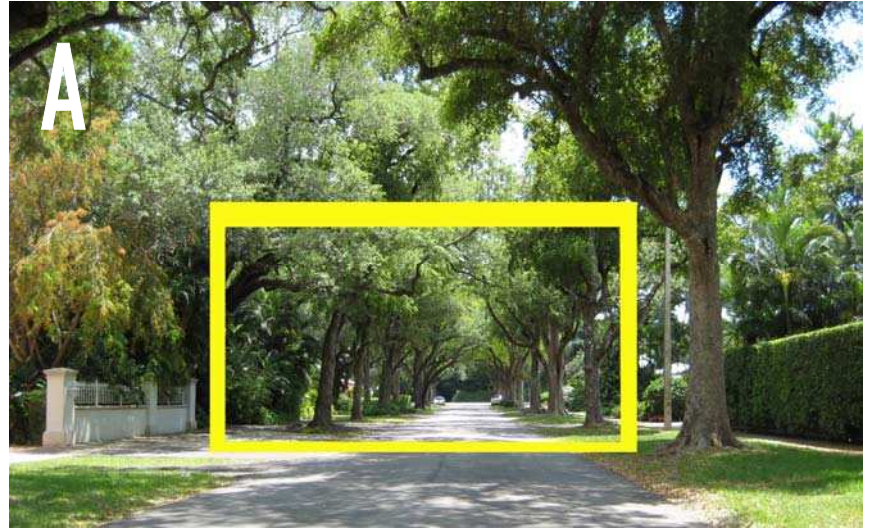
## BLENDING DESIGN

- COMBINATION OF UNIFORM & RANDOM ALONG BLOCK
- GROUPING OF SHADE TREES, FLOWERING TREES & PALM TREES
- ONE PRODOMINANT SPECIES WITH ACCENT TREES

**D**ifferent species of trees, when grouped along a street, will create a specific type of space. The growth habit of the tree, its spacing along the street, and the width of the street ROW, all contribute to the sense of space created.

Trees with wide-spreading canopies can reach from side to side of a street to form a “tunnel-like” feeling, giving a sense of enclosure when planted close enough for their mature canopies to touch and overlap. (see photo A)

Selecting trees with less spreading habits will reveal the open sky along the street between the trees on opposite sides of the street. The spacing of these trees will affect the sense of enclosure. (see photo B)



**B** Trees with a formal, compact growth habit or tall palms can create a “stately” look suited to major collector streets, or where buildings placed close to ROW edges won’t provide adequate space for trees with spreading canopies. Here too, the spacing along the street will affect the sense of space and the amount of desirable shade provided. (see photo C)



All three design approaches are valid and can be used, depending on the existing street conditions. Adjacent and intersecting streets should feature different tree species. IDEALLY, EACH STREET SHOULD HAVE ITS OWN UNIQUE CHARACTER. THIS HELPS IN WAYFINDING, ASSURES DIVERSITY OF SPECIES, AND AVOIDS MONOTONY.

**D**eciding which trees to plant along any specific street is guided by several factors:

- Design approach (uniform, random blended).

The mix of existing trees on any block may dictate the possible design approach and species mix. NOTE: If existing trees are undesirable species, don't continue their use.

- Size of swale areas.

Swales vary in size from 8 feet wide to as much as 25 feet wide. Trees should have a minimum setback of 6 feet from non-curbed street edges, and should be a minimum of 2 feet and preferably more from sidewalks. Thus, on narrow swales, use smaller growing trees that don't develop large trunks and surface root flares. Conversely, on wider swales, especially collector roads where no houses front, larger growing tree species with surface root flares can be used.

- Overhead utilities.

Fortunately, very few areas of Cutler Bay have overhead utilities in the street swales. Where they do occur, use lower growing or very slow growing species that will require only infrequent topping to keep them clear of wires.

- Soil conditions

Most of Cutler Bay is located on the coastal rock ridge, with the underlying soil mostly rock/sand mix. Many of the newer neighborhoods east of Old Cutler Road are built in a compacted fill base that is generally denser than the natural soils of the rock ridge. Along the canal at the northwest corner of the Town was originally a slough (somewhat lower elevations than the surrounding rock ridge). Here, the underlying soil may contain marl, a clay-like soil which hold more moisture. Most of the trees on the recommended list will grow in all the soil types. A few should only be planted where marl soils are found.

## QUALITIES TO LOOK FOR IN SELECTING TREE SPECIES

- Good resistance to hurricane damage – less apt. to blow over or break major limbs.
- Less invasive root systems.
- Less tendency to develop roots that grow above the swale surface, creating tripping hazards and difficulty mowing. Some very attractive species with other good qualities could be used on wider swales along collector streets where residents will not be parking cars or playing on the grass. No messy fruit, dripping sap, large slippery leaves. Again, some very attractive species could be used where cars and pedestrian traffic is minimal.
- Trees that provide food or nesting area for wildlife is an added bonus.
- Able to allow enough light penetration through to permit grass in the swales to grow. This relates to the density of the foliage, spacing of trees, and/or the height of the bottom of the canopy above the street level, to allow sun to shine under the canopy.

## LOW MAINTENANCE REQUIREMENTS

- No supplemental watering needed after establishment.
- No fertilization needed after establishment
- Minimal pruning to maintain proper canopy form.
- Small leaves that 'disappear' into grass and don't need frequent raking

NOTE: Remember, all trees do drop leaves and fruit. Only "silk" trees can be assured not to produce litter.

- Availability of Trees
- Availability in sufficient quantities and at proper planting height. There are several dozen trees good for street tree use, but just a few that are readily available in South Florida nurseries in a suitable size for planting (8 feet minimum, 12 – 14 feet ideal). This situation has created a sameness to street plantings throughout South Florida. It may be worthwhile for the Town to encourage some local nurseries to grow some of the better species that are not now available by assuring the growers of the Town's intent to use these trees when they have reached optimal planting size.

Appendix I, List of Suitable Street Trees, includes species which can be found in South Florida nurseries, though, not always in sufficient quantities, and meet the desired characteristics for use as street trees. This list is by no means all inclusive, but includes those that we deem to be best overall.



Live Oak

NOTE: The size of the tree assumes its potential size in 30-40 years without any reduction pruning.

NATIVE	BOTANICAL NAME	COMMON NAME	CHARACTERISTICS								
			1	2	3	4	5	6	7	8	9
	Bombax ceiba	Silk Cotton Tree	X				X			X	
	Bucida buceras var.	Shady Lady Black Olive	X			X					
	Bulnesia arborea	Verawood		X				X			
N	Busera simaruba	Gumbo Limbo		X		X		X			X
	Caesalpinia grandillo	Bridalveil		X		X	X		X		
	Calophyllum brasiliense	Beautyleaf	X			X					X
N	Canella winterana	Wild Cinnamon			X				X		
	Cassia fistula	Golden Shower		X				X			
	Cassia javanica	Apple Blossom Shower	X			X	X			X	
	Chorisia speciosa	Floss Silk Tree	X					X		X	
N	Cordia sebestena	Orange Geiger Tree			X	X	X				X
	Delonix regia	Royal Poinciana	X			X	X			X	
N	Eugenia axillaris	White Stopper			X				X		X
N	Eugenia rhombea	Red Stopper			X				X		X
N	Ilex cassine	Dahoon Holly			X						X
N	Ilex glabra	Inkberry			X				X		X
N	Krugiodendron ferrum	Black Ironwood			X				X		X
	Lagerstroemia indica	Crape Myrtle (no leaves in winter)									
	(var. Muskogee, Natchez, Tuscarora)				X	X	X				
	Lagerstroemia speciosa	Queen Crape Myrtle			X		X				
N	Lysiloma latisiliqua	Wild Tamarind		X		X					X
	Lysiloma sabicu	Sabicu		X		X			X		
	Manilkara roxburghiana	Mimusops			X				X		X
N	Myrcianthes fragrans	Simpson Stopper			X						X
	Norohnia emarginata	Madagascar Olive			X						X
	Pachira aquatica	Water Chestnut	X			X	X			X	
	Peltophorum pterocarpum	Yellow Poinciana	X			X	X				
	Pongamia pinnata	Pongam		X		X		X			
	Quercus virginiana	Live Oak	X			X					X
N	Sideroxylon salicifolium	Willow Busic			X	X			X		
	Spathodea campanulata	African Tulip	X				X			X	
N	Swietenia mahagonii	West Indies Mahogany	X					X			X
	Tamarindus indica	Tamarind				X			X		X
N	Taxodium disticum	Bald Cypress (no leaves in winter)	X			X					X

**PALMS** (should be used as accents, favor the use of shade trees)

	Cocos nucifera var.	Green Malayan Coconut	X			X					
	Phoenix dactylifera	Medjool or Zahidi	X			X					
	Phoenix sylvestris	Wild Date Palm			X	X					
N	Roystonea regia	Royal Palm	X			X					
N	Sabal palmetto	Sabal Palm		X		X					X
	Veitchei montgomeriana	Montgomery Palm	X			X					

**CHARACTERISTICS**

1	Large Trees - 35 - 50 ft. height and spread
2	Medium Tree - 25 - 35 ft. height and spread
3	Small Tree - up to 25 ft. (and/or very slow growing) &( good for use under power lines)
4	Especially resistant to hurricane damage
5	Attractive flowers
6	Tendency to form surface roots
7	Not available in large quantities at this time but should be grown
8	Accent tree for large spaces
9	Provides food or habitat for wildlife

TAB 4



## MEMORANDUM

**To:** Mayor, Vice Mayor and Council Members  
**From:** Steven Alexander  
**Date:** January 15, 2009  
**Re:** **AGREEMENT – GOMEZ BARKER & ASSOCIATES**

### REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH GOMEZ BARKER ASSOCIATES, THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE THAT REPRESENTS THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

### BACKGROUND AND ANALYSIS

The Town Council of the Town of Cutler Bay was very pleased with the outcome of the 2008 State of Florida Legislative Session as it relates to the Town's specific needs. The hard work and determination of Gomez Barker & Associates was in large part responsible for successful outcome of the session.

Gomez Barker & Associates is willing to extend its current pricing for three additional years and the Town desires to extend the contract for Gomez Barker & Associates because of their successful performance and to ensure their continued representation of the Town.

### RECOMMENDATION

It is recommended that the Town Council approve the resolution to amend the agreement for Professional Services with Gomez Barker and associates to implement this change.



**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH GOMEZ BARKER ASSOCIATES, THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE THAT REPRESENTS THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE STATE GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay (the “Town”) was very pleased with the outcome of the 2008 State of Florida Legislative Session (the “Session”) as it relates to the Town’s specific needs and interests; and

**WHEREAS**, the Town Council recognizes that the hard work and determination of the appropriations and intergovernmental consulting service that represents the Town, Gomez Barker Associates (“GBA”), was in large part responsible for successful outcome of the Session; and

**WHEREAS**, GBA is willing to extend its current pricing for three additional years and the Town desires to extend the contract for GBA because of their successful performance and to ensure their continued representation of the Town; and

**WHEREAS**, the Town Council also wishes to amend the “Agreement for Professional Services” with Gomez Barker Associates (Exhibit “A”) to implement this change; 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. Approval of the Amended Contract.** The Town Council hereby approves the amended contract with Gomez Barker Associates in substantially the same form attached hereto as “Exhibit A”, whereby the current pricing will be maintained for a three year term.

**Section 3. Manager Authorized.** The Town Manager is authorized to execute the amended contract with Gomez Barker Associates 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

## Exhibit "A"

### AGREEMENT FOR PROFESSIONAL SERVICES

Agreement is made this ~~1st day of September, 2007~~ 1<sup>st</sup> day of December 2008 between the Town of Cutler Bay (hereinafter referred to as the "Cutler Bay") and Gomez Barker Associates, Inc., (hereinafter referred to as "Gomez Barker").

**WHEREAS**, Cutler Bay desires that Gomez Barker make available its services as specified in this document, in support of it's government relations and public affairs efforts; and

**WHEREAS**, Gomez Barker has special professional qualifications in said services and is willing and able to provide same under the terms and conditions set forth in this document;

#### **NOW, THEREFORE, the parties do mutually agree as follows:**

1. The period of this agreement shall be from ~~September 1st, 2007 until August 31st, 2008~~ December 1st, 2008 until November 30th, 2011 inclusive. This Agreement will renew automatically for additional year(s) on the anniversary date(s) beginning December 1st, 2011 unless terminated by either party with thirty (30) day written notice prior to the expiration date.

For the performance of the services described in the attached Schedule A (Scope of Work), Cutler Bay shall pay Gomez Barker the compensation provided for in the attached Schedule B (Compensation).

2. Gomez Barker agrees to perform its services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Cutler Bay and Gomez Barker shall be entitled to rely on such information. Gomez Barker agrees that any such information provided to it shall only be used for the performance of this engagement and shall not be divulged to a third-party.
3. It is understood and agreed that Gomez Barker is acting as an independent contractor and not as an employee of Cutler Bay.
4. Gomez Barker agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

5. Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay Gomez Barker all fees earned up to the date of termination on a per diem basis at the rate of \$117 per day for any partial month. In the event of termination Gomez Barker shall provide Cutler Bay with a status report describing all actions taken by the firm in furtherance of Cutler Bay's legislative goals up through the date of termination and all files and other documents in Gomez Barker's possession relating to Cutler Bay or its legislative goals. Cutler Bay shall reimburse all costs incurred through the date of termination as provided in Schedule B, Section 2 hereof upon presentation of appropriate documentation.
  
6. A waiver by either party of any of the terms and conditions, provisions, or covenants of this Agreement in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same.
  
7. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings, written or oral, prior to the signing of this document.
  
8. The laws of the State of Florida govern all questions with respect to this Agreement, and the rights and liabilities of the parties.

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

**TOWN OF CUTLER BAY**

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

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

**CONSULTANT**

\_\_\_\_\_

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

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

## **SCHEDULE A**

This sets forth the objectives to be reached by this effort and the planned work content in accordance with the term and provisions of this Agreement. Gomez Barker believes that effective lobbying is based on a series of interrelated elements and these constitute its approach. In order to secure the state policy objectives of Cutler Bay, Gomez Barker will undertake the tasks outlined below:

1. **Intelligence and Communication** — Fundamental to the ability to impact state policy is a basic comprehension of the law and administrative rules and the ability to learn of the existence and content of proposals to modify them. By knowing how government works, and having access to information and the competency to evaluate it, Gomez Barker is able to identify opportunities or anticipate problems and thus gauge their impact on the interests of Cutler Bay.

The staff of Gomez Barker regularly reviews interim legislative reports and meet with legislators, legislative staff and agency personnel in order to determine what issues are on the agenda, which are being informally discussed, and which have the potential to become state policy. This is in order to develop an appreciation of the opportunities for securing favorable changes to law or resources and is crucial for helping understand the policy and budgetary context in which decisions are likely. Information is a key element in formulating a successful legislative strategy. Prior to the beginning of the legislative calendar, Gomez Barker would “trail balloon” Cutler Bay’s legislative plan in order to learn how decision-makers would view and receive it and what modifications, if any, may need to be made.

2. **Preparation** — The legislative requirements of Cutler Bay should be reflective of its public policy goals and the information obtained by Gomez Barker through the process described above. In order for it to be viable, the program must have concise and defined goals and every item must be specific, measurable, achievable, and reasonable. Gomez Barker will prepare a legislative program, including substantive changes to law and budget requests, draft legislation and presentation materials, and develop a legislative strategy and a focused political message.
3. **Presentation** - Gomez Barker will present the legislative program of Cutler Bay to the appropriate committees in both the House and Senate as well as meet individually with key legislators. The firm will testify and articulate the Town’s interests during the drafting and deliberation process and monitor legislative sessions and committee meetings. Monitoring occurs through day- to-day participation in legislative sessions, pertinent committee meetings, and discussions with individual legislators and staff, and through a subscription to a legislative data service that provides the most comprehensive monitoring capability currently available.

4. **Involvement and Coordination** — Cutler Bay officials will be encouraged to communicate with policy-makers and to visit Tallahassee during the Legislative session. These communications and meetings will be planned and coordinated by Gomez Barker who will schedule meetings, review materials and correspondence, and brief the participants prior to any meetings.
5. **Collateral Support** - Gomez Barker will identify other organizations that share common legislative goals and, as appropriate, coordinate lobbying strategy with them. This is intended to broaden the reach and legislative base of support for Cutler Bay. These will include the Miami-Dade League of Cities, the Florida League of Cities, and the Florida Association of Counties. Gomez Barker will also review the legislative goals of other entities and, when necessary, work to stop any legislation or initiative that may have a negative impact on Cutler Bay's interests.
6. **Lobbying and Monitoring** - Gomez Barker will provide year-round, full-time, lobbying and representation at both the legislative and executive agency level. It maintains fully staffed offices in Miami and Tallahassee from which lobbying, review of agency action, monitoring, and follow-up occurs.
7. **Reporting** — Focused and accurate communication with Cutler Bay about the status of legislation, budget requests, or any other important issue will be through written progress reports, meetings, and/or telephone contact.
8. **Public Affairs** — Gomez Barker will promote Cutler Bay's agenda to legislators, legislative staff and executive officials so that a full understanding of the Town will facilitate legislative requests.

## **SCHEDULE B**

This sets forth the compensation payable by Cutler Bay to Gomez Barker in accordance with the terms set forth in the Agreement.

1. Total professional compensation is \$42,000 per annum. This shall be paid on the basis of a monthly retainer of \$3,500 per month, the first payment due on September 1, 2007 and continuing on the 1st day of each month until the conclusion of this Agreement.
2. Cutler Bay agrees to reimburse Gomez Barker for any reasonable and appropriate expense, extraordinary in nature and incurred with the prior approval of the Town in the course of performing the services specified in this document. Gomez Barker will provide any and all documentation in connection with any reimbursable expenses incurred, not to exceed \$3,000 during the course of any annual period.

TAB 5





Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** January 21, 2009  
**Re:** ITB – REPLACEMENT & INSTALLATION OF SIDEWALKS

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE TOWN'S STORMWATER UTILITY; AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR REPLACEMENT & INSTALLATION OF SIDEWALKS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

As a result of the Road Transfer Agreement, adopted by Resolution # 08-11, between Miami-Dade County, the ownership of all the sidewalks located on "local" roadways was transferred to the Town. Throughout the past year, the Town's Public Works Department has performed repairs to numerous "trip-hazard" sidewalks that were complaint driven. At the June 18, 2008 Council Meeting, Resolution # 08-36 was adopted authorizing a comprehensive roadway & sidewalk assessment report.

The Assessment Report is being developed by C3TS, Inc. which is one of the Town's rotating Professional Engineering Firms. The Assessment Report is scheduled to be presented to the Town Council during the February meeting. One of the major components of the Assessment Report is the development of a sidewalk repair and ADA accessibility compliance criteria. Over 1,200 sidewalk flags (5'x5' sections), have been identified as "trip-hazard" located on Town owned roads. Town staff has budgeted funds in the Public Works Department's 2008-09 fiscal year operating budget, to perform all of the necessary repairs to the identified "trip-hazard" sidewalks.

In anticipation of the identified "trip-hazard" sidewalk repairs, Town staff has developed the attached "Invitation to Bid", in order to receive sealed competitive bids from prospective contractors.

Town Ordinance # 06-22 requires the Town Manager to obtain authorization from the Town Council in order to advertise solicitations for bids and proposals, prior to advertising the public notice.

### RECOMMENDATION

We recommend that the attached "Invitation to Bid" and resolution be adopted

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE REPLACEMENT AND INSTALLATION OF SIDEWALKS IN THE TOWN; AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE REPLACEMENT AND INSTALLATION OF SIDEWALKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's (the "Town") was transferred ownership of all local roads and sidewalks, as per the Road Transfer Agreement dated June 19, 2008; and

**WHEREAS**, the Road Transfer Agreement transferred the responsibility to the Town for all necessary repairs and maintenance of existing sidewalks for local roadway segments; and

**WHEREAS**, Town staff has developed the attached Invitation to Bid (Exhibit "A") in order to obtain bids from potential contractors; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue of an Invitation to Bid for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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  
INVITATION TO BID  
09-04**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS**

**SUBMITTAL DATE: TBA 3:00 P.M.**

**INVITATION TO BID**  
**2009 – XXXX REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**TOWN OF CUTLER BAY**

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Replacement & Installation of Sidewalks for the Town of Cutler Bay. **Interested firms should visit the Town’s website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up at the following location:**

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

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 3:00 p.m. on **TBA** and be clearly marked on the outside, **“ITB 09-04 Replacement & Installation of Sidewalks”**, by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

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

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

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

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Steven J. Alexander  
Town Manager



*Town of Cutler Bay*  
**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**ITB 09-04**  
**Due Date: TBA**

The following General Conditions will apply to this ITB and any subsequent contract awarded pursuant to it.

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents and four (4) copies of the entire package must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid and copies must be submitted in a sealed envelope clearly marked with the Bid Title to the Town Clerk, Erika Gonzalez-Santamaria, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 until 3:00 p.m., local time on date due.

**1.2 EXECUTION OF BID:**

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the Town.

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the Town for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

**1.3.1 TAXES:**

The Town of Cutler Bay is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

**1.3.2 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.3.3 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.3.4 BID'S CONDITIONS:**

The Town reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town of Cutler Bay, Florida.

**1.4 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

**1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**1.6 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Public Works Department, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.

**1.7 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the Town, Monday through Friday, excluding holidays.

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Town Clerk's Office, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, Telephone (305) 234-4262.

**1.9 TOWNS RIGHTS:**

The Town of Cutler Bay reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the Town; to workshop or negotiate any and all proposals, to waive irregularities; to request re-proposals on the required materials or services; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted

“BID IS FOR SPECIFIED QUANTITY ONLY”. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town or who has failed to perform faithfully any previous contract with the Town.

**1.10 BID OPENING:**

Bids shall be opened and publicly read in the Town Hall Conference Room, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage result from negligence by the Town. If the materials or services supplied to the Town are found to be defective or not conform to specifications, the Town reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.12 PAYMENT:**

Payment will be made by the Town after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.13 DISPUTES:**

The Town Clerk shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of Town Hall.

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (ITB, ITB, ISQ or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

**1.14 LEGAL REQUIREMENTS:**

Federal, State, county and Town laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.15 INDEMNIFICATION:**

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.



In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the Town is "Town of Cutler Bay". This official title shall be used in all insurance, or other legal documentation. Town of Cutler Bay is to be included as "Additional Insured" with respect to liability arising out of operations performed for Town of Cutler Bay by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**1.16 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the Town of Cutler Bay, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The Town of Cutler Bay, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.17 OSHA:**

The bidder warrants that the product and services supplied to the Town of Cutler Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.17A SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

**1.18 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.19 ANTI-DISCRIMINATION:**

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other state and local laws and policies that prohibit discrimination.

**1.20 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

**1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

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

**1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the Town will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

**1.23 DEFAULT/FAILURE TO PERFORM:**

The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the Town will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

**1.24 Other Causes for Termination:**

The Town of Cutler Bay reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience. In the event the contract is terminated for the Town's convenience the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the contract.
- B) Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

**1.25 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to Accounts Payable, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.

**1.26 SUBSTITUTIONS:**

The Town of Cutler Bay, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.27 FACILITIES:**

The Town reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.28 BID TABULATIONS:**

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the Town of Cutler Bay, Town Clerk at least seven (7) business days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be sent via facsimile or electronic mail to each Bidder that has formally requested a copy of this ITB from the Town Clerk and provided contact information in the form of a facsimile number or electronic mail address. However, it is the bidder's responsibility to ensure that it has received and reviewed all addenda prior to submitting the bid and the Town shall not be responsible for failure to send addenda to bidders receiving the ITB. Bidders should acknowledge receipt of all addenda in the space designated on the bid form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

**1.31 AWARD OF CONTRACT:**

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the Town of Cutler Bay. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) A Non-exclusive contract may be awarded and Bidder(s) understand that this type of contract shall not be construed as an exclusive arrangement and further agrees that the Town may, at any time, secure similar or identical services at its sole option.

C) The Town shall award a contract to a Bidder through action taken by the Town Council or the Town Manager.

D) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the Town of Cutler Bay and the successful Bidder.

E) While the Town of Cutler Bay may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the

form required by the Town. If the Bidder is in default, the Town, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The Town may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

F) The Town reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

G) The Town reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Town departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

**1.32 ASSIGNMENT:**

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

**1.33 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**1.35 SPOT MARKET PURCHASES:**

It is the intent of the Town to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**1.36 WARRANTIES OF USAGE:**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the Town's needs as they arise.

**1.37 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.38 CONE OF SILENCE**

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

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

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

The Cone of Silence shall be imposed upon each ITB, ITB and bid after the advertisement of said ITB, ITB, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

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

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award, ITB award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

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

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

#### **1. General requirements:**

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

**1.40 NON-COLLUSION:**

Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**1.41 FLORIDA PUBLIC RECORDS ACT:**

All material submitted regarding this bid becomes the property of the Town. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Town. The Town has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**1.42 DRUG FREE WORKPLACE AFFIDAVIT:**

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

**1.43 LOBBYIST REGISTRATION**

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

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# REPLACEMENT & INSTALLATION OF SIDEWALKS

## ITB 09-04

### 2.0 SPECIAL CONDITIONS

#### 2.1 PURPOSE:

The Town of Cutler Bay is actively seeking sealed bids from qualified contractors for the replacement and installation of new sidewalks on an as needed basis to the Town in full accordance with the specifications, terms and conditions herewith from a source(s) that will give prompt and efficient service.

#### 2.2 TERM OF CONTRACT:

It is requested that the bidder quote fixed prices that will be guaranteed to the Town of Cutler Bay for the term of the contract. The term will be effective upon execution by both parties and shall continue for a period of three (3) years. At its sole discretion, the Town shall have an option to renew the contract upon the same terms and conditions for up to two (2) additional years. Renewals will be based on the successful bidder agreeing to the same terms and conditions and by filing written notice to the Town not less than ninety (90) days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the Town. This contract is not an exclusive contract.

No price increase will be accepted during the initial contract period. Renewal terms allow for a request for an increase at the time of renewal based on contractor's cost increase not to exceed three percent (3%). A written notice sent to the Town for approval of any increase prior to renewal accompanied by contractor's documentation to substantiate need for price increase. No more than one price increase will be accepted during the renewal period.

If during the contract period, the total C.P.I. decreases 3% or more, the contractor is required to extend to the Town a price decrease equal in percentage to the percentage of the index.

Orders will be placed to vendors on as-needed when needed basis to meet the Town's requirements.

#### 2.3 METHOD OF AWARD:

The Town reserves the right to award to a primary and secondary contractor if it is in the best interest of the Town. These items and quantities are projections, and shall not be construed as a base bid or a guaranteed amount.

#### 2.4 PAYMENT:

Payment will be processed upon final completion and acceptance, by the Town, of each assigned project. Payments will be made in accordance with Florida Prompt Payment – 45 days from receipt of invoice. No draws or partial payments will be made while work is in progress.

The Town will pay the contract price minus any liquidated damages and/or other damages to the Contractor upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete and to leave the area in first class operating condition.

#### 2.5 COMPLETION TIME:

Contractor shall actively start each project within ten (10) calendar days after written Purchase Orders/task orders (furnished by mail or facsimile) and shall stipulate final completion time in consecutive calendar days prior to start of each task order.

The Work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion with the time limit set. Failure to begin shall render the Contractor liable to the Town for the sum of Five Hundred Dollars (\$500.00) per calendar day as liquidated damages for each

and every calendar day's delay in commencing work. For reasons satisfactory to the Town's Representative, the Town may waive any claims on the Contractor for the damages referred to.

The Town seeks a source of supply that will provide accurate and timely completion. The awarded contractor must adhere to completion schedules. If, in the opinion of the Public Works Director, the successful contractor fails at any time to meet the requirements herein, including completion requirements, then the contract may be cancelled upon written notification for default of contract.

**2.6 FAILURE TO PERFORM:**

If, in the opinion of the Town's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse to take out or rebuild such work, as shall have been rejected or as being defective or unsuitable, then Town's representative may notify the Contractor to repair and replace work immediately or discontinue all work under this Contract.

If at any time the Town's representative shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time then Town's representative may notify the Contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The Town may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the uncompleted work in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

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

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

**2.8 INSURANCE:**

**Bidders must submit with their proposal**, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.8.1 Worker's Compensation Insurance – as required by law
- 2.8.2 Employer's Liability Insurance - \$1,000,000 per occurrence
- 2.8.3 General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- 2.8.4 Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Town as additional insured.

**2.9 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this proposal, contact: Town Clerk's Office, Facsimile: (305) 234-4251, e-mail: [esantamaria@cutlerbay-fl.gov](mailto:esantamaria@cutlerbay-fl.gov).

**2.10 PERFORMANCE BOND:**

The successful contractor(s) will be required to furnish a Performance Bond and Payment Bond for 100% of the total task order if it exceeds \$150,000, to be in the form of a Cashier's Check, made payable to the Town; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of



Credit. If the latter is chosen, it must be written on a bank located Miami-Dade, Broward or Palm Beach County, be in the amount of the total task order and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor(s).

**2.11 LIQUIDATED DAMAGES:**

Purchase Orders will be issued and completion times will be mutually agreed upon between the contractor and the Town. Liquidated damages of \$100.00 per calendar day will be deducted from the contract sum for each and every calendar day's delay in commencing work or elapsing beyond the specified time for completion for each Purchase Order.

**2.12 ITB CLARIFICATIONS:**

Any questions or clarifications concerning this ITB shall be submitted in writing by mail or facsimile to the Town Clerk's Office, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, FAX: (305) 234-4251. The ITB title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) business days prior to the scheduled bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**2.13 CONDITIONS OF WORK:**

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Contractor shall submit to the Town authorized personnel for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

Contractor shall notify the Town authorized personnel of any pre-existing damage to tree trunks or limbs before beginning work. Failure to do so shall obligate the contractor for tree removal, and canopy replacement as per D.E.R.M. codes, ordinances and or resolutions.

**2.14 PROTECTION:**

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the contractor.

**2.15 HOURS OF WORK:**

Contractor will perform work Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding holidays unless prior approval is given by the Town.

**2.16 EMPLOYEES:**

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the Town. The contractor shall supply competent and physically capable employees and the Town may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town. Town shall not have any duty to implement or enforce such requirements.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

**2.17 PERMITS:**

No permits are required; however, inspections shall be made in accordance with Section 03.1602 Quality Assurance.

Contractor shall verify all locations of underground utilities with Sunshine One Call, Peoples Gas, Southern Bell, AT & T, TCI cable, etc. prior to any work.

Contractor shall contact proper authorities for raising utility boxes (manhole covers, valve boxes, water meters, sanitary sewer clean-outs).

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

- a. Subgrade prep completion
- b. Sidewalk formed prior to pouring concrete
- c. Paving
- d. Final

**2.18 WARRANTY:**

The successful contractor will be required to warranty all materials and workmanship to be in compliance with the specifications.

**2.19 REFERENCES:**

Each bid must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, e-mail address, telephone number and facsimile number. Local references are preferred, as the Town reserves the right to visit each reference submitted. It is the responsibility of the bidder to ascertain that the contact person will be responsive.

STATEMENT OF EXPERIENCE OF BIDDER form must be completed and returned with Bid Form.

**2.20 BID SUBMITTAL:**

All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting bid package, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Department.

**2.21 LATE BIDS:**

The Town of Cutler Bay cannot be responsible for bids received after opening time and encourages early submittal.

**2.22 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the mandatory provisions of General or Special Conditions may cause the bid to be considered non-responsive. Bidders are advised to resolve any exceptions through the clarification and addendum process prior to bid submittal.

**2.23 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND ONE COPY of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

STATEMENT OF BIDDER'S EXPERIENCE

PROOF OF INSURANCE

REFERENCES

## REPLACEMENT & INSTALLATION OF SIDEWALKS

ITB 09-04

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### 3.0 TECHNICAL SPECIFICATIONS

**GENERAL SCOPE OF WORK – Contractor will not be required to replace or install less than a combined 100 linear feet of sidewalks within one square mile per task order and/or purchase order.**

- A. The work includes removal of grass and other materials to prepare the ground for sidewalk installation. Additional tasks will include installation of Americans with Disabilities Act (ADA) compliant ramps at intersections of Streets and Avenues where indicated by the Town. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- B. Remove and dispose of existing trees as indicated by the Town. All trees to remain shall be preserved. See Tree Removal and Preservation Specifications. Size of tree will be paid based on proof from the contractor of size. If proof is not provided, the Town will make such determination of size deemed acceptable.
- C. New, five and six foot wide sidewalks shall be constructed per Typical Sidewalk Section Detail and Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirement; as required.
- D. ADA compliant ramps shall be installed at intersections of Streets and Avenues within the ROW only, per Typical Handicap Ramp Layout Detail.
- E. Any disturbed swale areas, private property, other public property shall be re-sodded per Sod Specifications and graded properly as per specifications at the Contractor's expense.
- F. Any damage to the roadway, driveway approaches, driveways, abutting sidewalks, aprons surrounding catch basins, manholes, etc. shall be repaired at no expense to the Town, if determined by the Town to be repairs due to negligence or lack of coordination on the part of the Contractor. Re-paving shall be per Pavement Specifications and Miami-Dade County Public Works Manual.
- G. Drawings added include the following:
  - 1. Typical Drawings
- H. At the discretion and direction of each Town. Surveys will be required at each block where sidewalks are to be installed to establish R.O.W. centerline and width.

**END OF SECTION**

**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 031500**  
**TEMPORARY FACILITIES**

03.151 SECURITY

- A. The contractor is responsible for project security. Contractor shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at contractor's cost.
- B. Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

03.152 SPECIAL CONTROLS

- A. Water Control:
  - 1. Keep excavations dry.
  - 2. Shape excavations, particularly piles of excavated material, so as to divert water from excavations and low spots.
- B. Erosion and Sedimentation Control:
  - 1. Prevent the pollution of land, air and water and control the erosion, washout and surface runoff of earth and stockpiled materials.
  - 2. Fill material shall contain no organic matter other than the normal organic component of topsoil.
  - 3. Immediately upon completion of final grading, stabilize graded areas with temporary or permanent vegetation, mulch, or paving.

03.153 MAINTENANCE OF TRAFFIC

- A. Control of vehicles and Persons:
  - 1. Provide trained personnel to assure the orderly flow of vehicular traffic during construction.
  - 2. Contractor shall submit a Maintenance of Traffic Plan (MOT) for review and acceptance by the Town when required.
  - 3. Upon completion of work each day the lanes shall be opened to traffic. Lane closure procedures shall be in accordance to the F.D.O.T. Standards provided.
  - 4. Ensure that private property driveways are usable upon completion of daily work.
- B. Limit of Operations:
  - 1. Any damage or alterations to areas outside the limit of operations shall be returned to original condition within 24 hours at no cost to the Town.

03.154 PROJECT IDENTIFICATION

- A. No signs, or advertisements will be allowed to be displayed on the premises without the approval of the Town's Representative.

03.155 PROJECT HOUSEKEEPING

- A. Trash Disposal
  - 1. Keep adjacent streets and site free from accumulations of waste materials and rubbish.
  - 2. Provide central waste area with containers for at least daily removal.
- B. Burning:
  - 1. Do not burn any trash or other material on site.

- C. Material Removal/Additional Soil:
  - 1. Excess material, including demolished material, roots from trees, excess earth and excess building materials are property of the contractor and shall be removed from site daily and legally disposed of.
  - 2. All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the Town.
  - 3. The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean, sodded as required, and acceptable prior to mobilizing to other locations.
  - 4. The Contractor shall replace any sod, concrete and/or asphalt removed, damaged or displaced during demolition or performance of work at own expense.

03.156 QUALITY OF LIFE PRESERVATION

- A. Noise Control
  - 1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
  - 2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.
- B. Access to Property:
  - 1. The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- C. Staging of Work
  - 1. All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

**END OF SECTION**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 031600**  
**POURED CONCRETE**  
**Sidewalks & Handicap Ramps & Curbs**

03.1601 DESCRIPTION

- A. Provide poured concrete at locations where no sidewalks or ramps exist to be per drawings and specifications
- B. Provide poured concrete in locations where existing sidewalk must be replaced per drawings and specifications, as directed.
- C. Provide curb cuts where proposed handicap ramps are installed and there is a conflict with existing curbs. Curb cuts shall allow for a three foot (3') transition up to either side of the handicap ramp. Any and all cuts shall commence and extend at least four feet (4') from both sides of the handicap ramp. All curbs shall be cut and transitioned in an acceptable manner. All surrounding pavement, sod, asphalt shall be restored to the existing elevation at the Contractor's expense.

03.1602 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
  - 1. Concrete shall not be poured, placed or installed until such time as an inspection of all sites has taken place by the Town authorized personnel. Inspections shall be made to verify appropriate compaction of subbase and to check forms for line and grade.
  - 2. The Town will inspect the installation. If any concrete is found to be installed improperly, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the Town will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections required, these inspections shall be at the Contractor's cost, at the discretion of the Town.

03.1603 PRODUCTS

- A. Concrete
  - 1. Forms:  
Steel, wood, or other suitable material of size and strength to resist movement during concrete placement. Conform to ACI 301.
  - 2. All Joints:  
Joints must be scribed to help prevent cracking
  - 3. Concrete Mix Design:  
Mix concrete in accordance with ASTM C94  
  
Design Mix to produce normal-weight concrete consisting of Portland cement, aggregate and water to produce the following properties:
    - a. Compressive strength: 3000 psi, minimum at 28 days
    - b. Slump range: 4" to 6"
    - c. Air content: 5% to 8%
- B. Biobarrier
  - 1. Hort Enterprises – Ft. Lauderdale (954) 771-5761 or equal. Twelve inch (12") wide roll.

### 03.1604 EXECUTION

- A. Inspect surfaces for conditions that will adversely affect the quality of installation. Do not proceed with the installation until adverse conditions have been corrected.
- B. Compact subbase surface immediately before placing concrete.
- C. Replace organic material with clean fill and installed up to 6" lifts and compact to a minimum of 95% compaction. Contractor shall submit type of clean fill for Town's approval prior to construction.
- D. The Town has the right to request compaction test at locations chosen by the Town.
- E. Concrete finishing:
  - a. Smooth surface by screeding and floating. Produce a uniform texture.
  - b. Work edges of slab to a ½" radius. Eliminate tool marks on concrete surface.
  - c. Broom finish after excess moisture has disappeared.

### 03.1605 INSTALLATION

- A. General: Comply with requirements Florida Accessibility Code for Building Construction, latest edition, and Section 522 of the FDOT-SSR&BC, latest edition and other requirement as required.
- B. All sidewalks and ramps shall be four inches (4") thick except across driveways, driveway approaches, and first five feet (5') of ramps closest to paved roadways where that shall be six inches (6") thick.
- C. Sidewalk elevation shall be two inches (2") above the crown of the road, at the back side of the sidewalk, and the pitch shall be ¼ inch per foot toward the road. Elevation may be adjusted, based on the existing grade, as approved by the Town.
- D. Contractor shall ensure that where handicap ramps are installed and there is a conflict with a curb that the curbing shall be cut back and transitioned for a distance of three feet (3') on either side of the ramps. The cut shall be provided at least one foot (1') behind the transition point. All modifications to the curb shall match existing curbs and shall be flush without exception.
- E. No wire or wire mesh shall be utilized within the public right of way. (R.O.W.).
- F. Concrete shall not be poured, placed, or installed until such time as an inspection of all sites has taken place as per Section 3.1602 QUALITY ASSURANCE. **IF ANY WORK OR PORTION OF WORK HAS NOT BEEN INSPECTED AS PER SECTION 3.1602, THAT PORTION OF WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED ONCE THE INSPECTION HAS BEEN CONFIRMED AT NO COST TO THE TOWN.**
- G. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.
- H. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- I. Contractor shall replace all damaged or misaligned private walkways and driveways with a transition to the private property at 8 to 1 fill slope transition. All other locations shall have a 4 to 1 fill slope transition. Organic material can be used in areas outside walkways and driveways that require fill slopes.

- J. Avoid premature cracking by installing expansions joint where required.
- K. Utility boxes shall be raised to sidewalk elevations or flush with sidewalk as to prevent trip hazard.
- L. Install Biobarrier prior to forming and pouring concrete.
- M. Install Biobarrier at existing trees and new trees. Length of biobarrier shall be ten feet (10') long centered on the tree by twelve inch (12") deep at one inch – two inch (1"-2") below the top of the sidewalk. See Section 31800 for additional information.
- N. Concrete shall not be poured, installed or placed around manholes, cleanouts, or other structures until they are at required elevations and alignment. Contractor shall notify the Town in writing of manholes, cleanouts, or other items that may require relocation prior to pour.
- O. All sidewalk that the Town has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replaced as required by specification.
- P. Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the Town) at the nearest acceptable five foot (5') flag. New sidewalk shall be poured in its place as established by specifications.
- Q. All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.
- R. All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.

**END OF SECTION**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS  
SECTION 031700  
PROTECTION STORM DRAINS**

03.1701 PROTECTION

- A. All storm drain inlets must be protected from sediments entering the storm water conveyance system prior to disturbance to the area.
- B. All sediment and erosion control practices must be in accordance with the Florida Department of Environmental Protection Storm Water Sediment and Erosion Control Manual Section 4.08 (Storm Drain Protection Procedures) (Best Management Practices BMPs).

**END OF SECTION**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 031800**  
**TREE REMOVAL & PRESERVATION**

03.1801 REMOVALS

- A. **ONLY** the trees and/or shrubs that are deemed by the Town to interfere with the intent of the contract shall be removed or root pruned as needed. All cost associated with vegetation removal and/or root pruning shall be included with the unit price.
- B. The contractor shall be required to review the site prior to performance of work and ensure no conflicts exist. Any tree in conflict with the expected location of new sidewalk shall be reported to the Town for review.
- C. Remove trees and grind stumps and all surface roots to a minimum of 4" below grade.
- D. Restore the location where tree removals take place with soil and sod at grade.

03.1802 PRESERVATION

The following actions and precautions shall be done to protect any trees that will remain in all of the construction areas during construction. These trees shall be those located near new sidewalk installation.

- A. Root Pruning
  - 1. All existing trees shall be root pruned along the sidewalk prior to sidewalk removal, excavation and installation.
  - 2. The root cutting shall be clean with no tears with root pruning machine.
  - 3. The cut shall extend from the tree out 4 feet minimum in both directions, or as the field may permit to ensure the protection of the tree.
  - 4. The cut shall be 12 inches below grade.
  - 5. The cut shall be no wider than 3 inches.
- B. Protective Barriers
  - 1. Barriers shall be placed no less than 6 feet around each tree or no less than 1 foot from edge of street, sidewalk or driveway.
  - 2. Barriers shall be a minimum of 4 feet above ground level, constructed of wood, metal or rigid plastic, in the form of a fence. No barrier shall be secured in any way to the tree.
  - 3. Barriers shall be installed prior to construction and remain until the Town authorizes their removal.
  - 4. No excess oil, fill, equipment, building materials or debris shall be placed within the barriers.
  - 5. The existing grade within the barrier shall not be changed.

**END OF SECTION**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 031900**  
**SOD & INSTALLATION**

03.1901 MATERIALS

- A. Sod shall be St. Augustine 'Floritam', grade A.

- B. Sod shall be weed and insect free.

### 03.1902 INSTALLATION

Those areas disturbed as a consequence of sidewalk installation and those areas disturbed as a consequence of Contractor mobilization and stock piling shall be restored promptly at **Contractor's expense**.

The Contractor shall not utilize methods of mobilization or execution of work that impacts private/public areas excessively and/or in a manner that is unacceptable to the Town. Contractor shall ensure that all private and/or public areas impacted by the mobilization, stock piling, or lack of coordination as interpreted by the Town are restored at no cost to the Town.

- A. Only damaged areas of swales or private property shall be replaced. Where sidewalks require to be elevated above existing grade, swales shall be graded to a 12 to 1 fill slope with sod.
- B. Sodded areas shall have any compaction relieved, raked smooth and rocks or debris removed.
- D. Areas along the street and sidewalk shall be 2" inches below that surface so installed sod will be level with that surface.
- E. Sod will be laid tightly together, and cut to a uniform edge along hard surfaces and around trees or palms. The sod around trees or palms shall be laid encircling to within 18 inches, or up to the berm surrounding newly installed trees or palms.
- F. Sod shall be watered within one hour of installation and shall be maintained moist.

### 03.1903 QUALITY ASSURANCE

- A. No sub-par sod, or broken pieces will be accepted, and shall be removed from the site daily.
- B. No yellow sod will be accepted.
- C. Sod shall not be placed together with scraps that do not contain sufficient roots to sustain growth.
- D. Contractor is responsible for his own square foot take-offs to provide 100% sod coverage throughout the scope of the project.
- E. Rejected areas will be removed and replaced immediately, and all sod maintained until final acceptance.

**END OF SECTION**

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**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 032000**  
**PAVEMENT**

### 03.2001 PAVEMENT

- A. Pavement repairs of driveway approaches and section of driveways affected by installation of sidewalks shall be re-installed with one inch (1") of asphalt in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction & Maintenance for Streets & Highways, latest edition.
- B. Concrete repairs shall be limited to damage which results as part of construction and elevation changes of the new sidewalk.

03.2002 EXECUTION

- A. Contractor shall repair asphalt/concrete driveway approaches where existing approaches are damaged by construction process. Contractor shall photograph all existing approaches and sidewalks prior to starting construction or risk repairing at his cost.

03.2003 QUALITY ASSURANCE

- A. Testing and Inspection of Installation
  - 1. The Town will inspect the installation. If any asphalt or concrete is found to not be installed adequately, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the Town will perform a re-inspection. Should additional asphalt be found to be unsatisfactorily installed, and additional inspections are required, these inspections shall be at Contractor's cost, at the discretion of the Town.

**END OF SECTION**

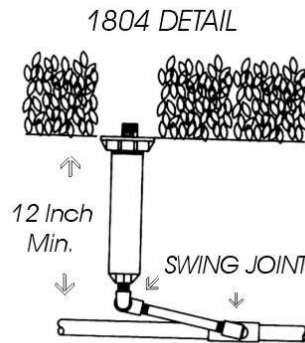
**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 032200**  
**IRRIGATION**

03.2201 CONDITIONS

- A. Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced to the residents' satisfaction.
- B. Contractor shall identify and document all locations and notify the Town's authorize personnel of any existing irrigation systems. Documents will be used by the Town's authorize personnel for inspection to verify satisfactory repairs or replacements.

03.2202 INSTALLATION

- A. Any piping that is removed shall be replaced with equal size PVC; PR160 or PR200. Schedule 40 PVC fittings shall be used.
- B. Sprinklers shall be Rainbird 1804, mounted with swing joints, with the appropriate pattern of nozzle (see detail 1804)



**END OF SECTION**

**REPLACEMENT & INSTALLATION OF SIDEWALKS**  
**SECTION 032300**  
**FENCING**

03.2301 CONDITONS

- A. Contractor is responsible for identifying any existing fencing that residents may have either in the swale or along the existing sidewalk. Any fencing must be relocated to the Town's satisfaction.
- B. Contractor shall identify and document all locations and notify the Town's authorized personnel of any existing fences. Documents will be used by the Town's authorized personnel for inspection to verify satisfactory re-location.

03.2302 INSTALLATION

- C. Any fencing that is removed shall be replaced with like material or re-located in compliance with applicable codes and regulations.
- D. Contractor shall adjust heights of existing fence gates when the sidewalk elevation conflicts with their use.

**END OF SECTION**

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**BID FORM**

PROJECT: REPLACEMENT & INSTALLATION OF SIDEWALKS  
TOWN OF CUTLER BAY  
ITB 09-04

BID SUBMITTED TO: TOWN OF CUTLER BAY  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, Florida 33189

BID SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Fax

Items	Price per UOM	Est. Quantity	Total
<b>Bonds</b> Projects \$150,000 or more	\$		
<b>New 5' wide Sidewalk 4" depth</b> (includes restoration)	\$ Linear Ft.		
<b>New 5' wide Sidewalk 6" depth</b> (includes restoration)	\$ Linear Ft.		
<b>New 6' wide Sidewalk 4" depth</b> (includes restoration)	\$ Linear Ft.		
<b>New 6' wide Sidewalk 6" depth</b> (includes restoration)	\$ Linear Ft.		
<b>Tree Root Pruning/Biobarrier</b> (includes restoration)	\$ Per tree		
<b>Tree Removal</b> Dia. @ breast hgt.4.5' above grade			
0 to 8"	\$ Per tree		
8"+ to 18"	\$ Per tree		
18"+ to 30"	\$ Per tree		
30" +	\$ Per tree		
(includes restoration)			

Cont.

<b>Handicap Ramps @ existing Sidewalk (includes restoration)</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>Handicap Ramps @ New Sidewalk (inc. restoration)</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>R.O.W. Survey (to establish property lines)</b>	<b>\$</b>	<b>Per1/2 block</b>		
<b>Curb Cuts (inc. restoration)</b>	<b>\$</b>	<b>Each</b>		
<b>Concrete Curb and Gutter (Type "F")</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>Concrete Curb (Type "D")</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>4" Thick 5' wide Sidewalk Flag Removal/Disposal/Install</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>6" Thick 5' wide Sidewalk Flag Removal/Disposal/Install</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>4" Thick 6' wide Sidewalk Flag Removal/Disposal/Install</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>6" Thick 6' wide Sidewalk Flag Removal/Disposal/Install</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>Relocation Fence</b>	<b>\$</b>	<b>Linear Ft.</b>		
<b>Irrigation Parts</b>	<b>\$</b>	<b>Pipe/Linear Ft</b>		
<b>Sch. 40 PVC Pipe</b>	<b>\$</b>	<b>Rainbird/swing joints/each</b>		
<b>Compaction Test</b>	<b>\$</b>	<b>Each</b>		
<b>Raise Utilities Access (includes sewer cleanouts, water meters, manholes, water values)</b>	<b>\$</b>	<b>Each</b>		

The above proposals includes the total cost to complete the Work including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

**I. NOTES TO BIDDERS:**

1. Bidder shall fill in the entire Bid Form; No spaces are to be left blank.

2. The Town reserves the right to utilize any combination of the base proposals, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and Town's available project budget.

## II. BIDDER'S REPRESENTATION

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an agreement with TOWN to perform and furnish all Work as specified or indicated in the Bid Documents for the Proposed price and within the Bid times indicated in this Proposal and in accordance with the other terms and conditions of the Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation To Bid and General/Special Conditions, including without limitation those dealing with disposition of Proposal security. This Proposal will remain subject to acceptance for ninety (90) days after the day of Bid opening.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Documents that:

(A) BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

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(B) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(C) BIDDER has given Town Clerk's Office written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Documents and the written resolution thereof by TOWN is acceptable to BIDDER, and the Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(H) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over TOWN.

4. BIDDER agrees that the Work: will be substantially complete per schedule within the Documents and completed and ready for final payment in accordance with the Documents within agreed upon, per each task order, in consecutive calendar days.

5. The following documents are attached to and made a condition of this Proposal:

- (A) A tabulation of Subcontractors, Suppliers, if applicable and other persons and organizations required to be identified in this Proposal
- (B) Required CONTRACTOR'S Qualification Statement with support data

- (C) Statement of BIDDER'S experience
- (D) References, Insurance Certificates, Licenses

6. Communications concerning this Bid shall be addressed to:  
 The address of BIDDER indicated below  
 The following address:

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions

SUBMITTED on \_\_\_\_\_, 2009

State CONTRACTOR License No. \_\_\_\_\_

If PROPOSER is:

**An Individual**

By \_\_\_\_\_ (SEAL)  
 (Individual's Name)

doing business as \_\_\_\_\_  
 Business address \_\_\_\_\_

Phone & Fax No. P \_\_\_\_\_ F \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
 (Firm Name)

\_\_\_\_\_  
 (General Partner)

Business address \_\_\_\_\_

Phone & Fax No. P \_\_\_\_\_ F \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_ (SEAL)  
 (Corporation Name)

\_\_\_\_\_  
 (State of Incorporation)

By \_\_\_\_\_  
 (Name of Person Authorized to Sign)

\_\_\_\_\_  
 (Title)

(Corporate Seal)

Attest: \_\_\_\_\_  
 (Secretary)

Business address \_\_\_\_\_

Phone & Fax No. P \_\_\_\_\_ F \_\_\_\_\_

Date of Qualifications to do business is \_\_\_\_\_



**A Joint Venture**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Name) (Address)

Phone & Fax number and Address for receipt of official communications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in manner indicated above)

**VENDOR SERVICE REPRESENTATIVE INFORMATION**

**The following individuals are the designated contacts assigned to the Town:**

**REGULAR WORK HOURS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

**AFTER WORK HOURS, WEEKEND & HOLIDAYS:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

## STATEMENT OF EXPERIENCE OF BIDDER

The Bidder is required to state below what Work of similar magnitude is a judge of his experience, skill and business standing and of his ability to conduct the Work as completely and as rapidly as required under the terms of the Contract.

PROJECT, OWNER AND LOCATION \_\_\_\_\_

REFERENCE (PHONE NUMBER/NAME) \_\_\_\_\_

(1) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(3) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(4) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(5) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(6) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

BIDDER \_\_\_\_\_

## REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, TOWN, STATE, ZIP PHONE & FAX NUMBER	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	<b>Fax:</b>

PROJECT: REPLACEMENT & INSTALLATION OF SIDEWALKS  
ITB 09-04

OWNER: TOWN OF CUTLER BAY

CONSULTANT:

---

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
  
- B. The Town of Cutler Bay shall be entitled to contact each and every person/company listed in response to this questionnaire. The bidder, by completing this questionnaire, expressly agrees that any information concerning the bidder in possession of said entities may be made available to the Town.
  
- C. Only complete and accurate information shall be provided by the bidder. The bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The bidder also acknowledges that the Town is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Town of any subsequent agreement between the Town and the bidder.

**[Space Left Intentionally Blank]**

## QUESTIONNAIRE

Bidder's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

**When Incorporated:**

\_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

**Date of Registration with**

Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

---

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by bidder for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the bidder or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five years:

C. List any criminal violations and/or convictions of the bidder and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The bidder understands that information contained in this Questionnaire will be relied upon by the Town of Cutler Bay in awarding the proposed Agreement and such information is warranted by the bidder to be true. The undersigned bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the bidder, as may be required by the Town Manager.

*The bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami-Dade Police Department. By submitting this questionnaire, the bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

\_\_\_\_\_  
Bidder's Representative

\_\_\_\_\_  
Date

**[Space left intentionally blank]**

**INDIVIDUAL, FIRM OR PARTNERSHIP**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary



## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposers Signature

\_\_\_\_\_  
Date



NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_ the Contractor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

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

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)



ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned

Notary Public of the State of Florida personally appeared

\_\_\_\_\_

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath. or  
o Did not take an oath.



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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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

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



4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered

In the presence:

---

By:

---

(Printed Name)

---

(Title)



ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 2009, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
O Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath. or  
o Did not take an oath.

TAB 6



## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 21, 2009

Re: **RFP – ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS**

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS IN THE TOWN; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

As a result of the Town opting-out of the Miami-Dade County's Stormwater Utility (Resolution #07-18), the existing storm drainage structures were all transferred to the Town. The Town's adopted Stormwater Utility Master Plan (Resolution #08-50), has identified several neighborhoods with localized flooding and roadway resurfacing concerns. Two of the identified projects were funded through the State of Florida Department of Environmental Protection (FDEP) appropriation – Cutler Ridge Elementary and Saga Bay neighborhood Capital Improvement Projects.

The intent of the proposed Request for Proposal (RFP) is to alleviate the identified localized flooding concerns, by rapidly installing any combination of exfiltration trenches, stormwater inlets, and piping. Additionally, Town staff has included a line-item to resurface the entire travel lane upon completion of the recommended stormwater project. All of the contract bid line-items are set-up with unit prices, allowing the Town to choose to do more of some items and less of other items. The RFP will allow Town staff to address identified localized flooding concerns in an expedited fashion since the RFP provided unit pricing for several stormdrain structures.

### RECOMMENDATION

We recommend that the attached resolution be adopted.



**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS IN THE TOWN; AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR ROADWAY RESURFACING AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay’s (the “Town”) was transferred ownership of all local roads and sidewalks, as per the Road Transfer Agreement dated June 19, 2008; and

**WHEREAS**, the Road Transfer Agreement transferred the responsibility to the Town for all necessary repairs and maintenance of certain portions of local roadway segments within the Town; and

**WHEREAS**, “Town” staff has developed the attached Invitation to Bid (Exhibit “A”) in order to obtain bids from potential contractors; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue of an Invitation to Bid for roadway resurfacing and drainage improvements, in substantially the form attached hereto as Exhibit “A,” on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

---

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 \_\_\_\_\_

**TOWN OF CUTLER BAY  
INVITATION TO BID  
09-06**

---



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**ROADWAY RESURFACING & MISCELLANEOUS  
DRAINAGE IMPROVEMENTS**

**SUBMITTAL DATE: TBA 3:00 P.M.**

**INVITATION TO BID**  
**09-06**  
**ROADWAY RESURFACING & MISCELLANEOUS**  
**DRAINAGE IMPROVEMENTS**

The Town of Cutler Bay is requesting Bids from qualified firms to provide for Roadway Resurfacing & Miscellaneous Drainage Improvements for the Town of Cutler Bay. **Interested firms should visit the Town’s website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up at the following location:**

**TOWN OF CUTLER BAY**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

Sealed submittals must be received no later than 3:00 p.m. on TBA and be clearly marked on the outside, **“ITB 09-06 Roadway Resurfacing & Miscellaneous Drainage Improvements”**, by Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will **not** be accepted.

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

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

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



---

Steven J. Alexander  
Town Manager



**TOWN OF CUTLER BAY**

**SECTION 2**

**INSTRUCTIONS TO BIDDERS**

- 1.01. **SEALED BIDS**- Sealed Bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: TBA**

**Time: 3:00 PM**

**Place: Town Hall  
10720 Caribbean Blvd.  
Suite # 105  
Cutler Bay, Florida 33189**

- 1.02. **DEFINITION OF TERMS**- Certain terms used in these documents are defined as follows:

<i>Bid\Proposal</i>	The bid documents submitted by the Bidder.
<i>Bidder</i>	Any person, firm or corporation submitting a bid/proposal for the Work covered by these specifications or his duly authorized representative.
<i>Town</i>	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
<i>Contractor</i>	The person, firm or corporation with whom the Town has executed a contract for the Work.
<i>Days</i>	Days shall mean calendar days.
<i>Responsible Bidder</i>	In order to be considered a “responsible” bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate

financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.

*Responsive Bidder*

Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

*Work*

The services required by the Contract Documents, including labor and materials.

*Town Engineer*

The Town's general engineering consultant and project manager.

- 1.03. **DELIVERY OF BIDS**- All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

**ITB # 09-06  
ROADWAY RESURFACING &  
MISCELLANEOUS DRAINAGE IMPROVEMENTS**

and addressed to:

Town of Cutler Bay  
Attention: Town Clerk  
10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

All Bids must be received by the Town no later than 3:00 p.m. on TBA.

- 1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum of \$50,000.00, shall accompany each Bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Cutler Bay.
- 1.05. **BID FORMS**- The Bidder shall submit an original Bid. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall

include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non-Collusive Affidavit; 10) Drug Free Workplace form; and 11) a Corporate Resolution evidencing authorization to submit Bid, if applicable.

- 1.06. **SIGNATURE ON BID**- The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.
- 1.07. **COST OF BIDS** – All expenses involved with the preparation and submission of Bids to the Town or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the Town Council.
- 1.08. **QUALIFICATION OF BIDDERS**- Each Bidder shall submit a completed Qualification Statement utilizing the form attached.
- 1.09. **RIGHT TO REJECT BIDS**- The Town of Cutler Bay reserves the right to accept or reject any and/or all Bids or parts of Bids, to workshop or negotiate any and all Bids, to waive irregularities, and to request re-Bids on the required materials or services.
- 1.10. **AWARD OF CONTRACT**-

1.10.1. The Award of the Agreement will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and whose Bid complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. In evaluating responsibility, the Town may also consider previous contracts with the Town, past performance and experience with other contracts, compatibility of the project team with Town personnel, and any other criteria deemed relevant by the Town.

1.10.2. If the Town accepts a Bid, the Town will provide a written notice of Award to the lowest Responsive and Responsible Bidder, who meets the requirements of Section 1.10.1.



1.10.3. If the successful Bidder to whom an Agreement is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the Town may, at the Town's sole option, award the Agreement to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

1.10.4. The Town, at its sole discretion, may consider the lowest bidder as the bidder who has the lowest bid Amount for: Miscellaneous Roadway and Drainage Improvement Project

- 1.11. **RETURN OF THE BID GUARANTY**- All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed.
- 1.12. **EXECUTION OF CONTRACT**- The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Town a fully executed Agreement and all requested certificates of insurance and bonds.
- 1.13. **FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT**- The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.
- 1.14. **TIME AND AWARD**- The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Town review, award, and execute the Agreement.
- 1.15. **INTERPRETATION AND CLARIFICATION**- All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Clerk's Office, Erika Gonzalez-Santamaria at 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by the Town as having received the Bid Documents. Written questions must be received no less than seven (7) business days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.
- 1.16. **BID MODIFICATIONS**- No modifications shall be submitted by Bidder or accepted by the Town.
- 1.17. **WITHDRAWAL OF A BID**- A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Town Clerk's Office, Erika Gonzalez-Santamaria, at 10720 Caribbean Blvd., Suite # 105, Cutler Bay, Florida 33189.

- 1.18. **OPENING OF BIDS**- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.19. **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, 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 or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 1.20. **TOWN LICENSES, PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Agreement are as follows:
- 1) Contractor shall have and maintain during the term of the Agreement all appropriate Town licenses, and fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
  - 2) During the performance of the Agreement there may be times when the Contractor will be required to obtain a Town permit for the Work. It is the responsibility of the Contractor to insure that he or she has the appropriate Town permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to Town required permits in connection with the Agreement will be the responsibility of the Contractor and will not be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

- 1.21. **INSURANCE**. The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.10 of the Agreement. The Bidder shall include with

his or her Bid either Certificates of Insurance evidencing same or documentation from his or her insurer evidencing the insurability of the Bidder to meet the insurance requirements.

- 1.22. **BONDS.** A Performance and a Payment Bond for the entire base bid amount shall be required in connection with this contract.
- 1.23. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.24. **EXAMINATION OF BIDDER'S FACILITIES** - The Town as part of their evaluation may perform an examination of the Bidder's facilities. The Town Manager or a delegate of his or her appointment, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Agreement.

- 1.25 **ALLOWANCES** – Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.
- 1.26 **CAMPAIGN FINANCE RESTRICTIONS ON VENDORS-** Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

## 2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

1.27 **CONE OF SILENCE**- Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

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

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

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

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

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

- 1.28 **LOBBYIST REGISTRATION**- Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

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**TOWN OF CUTLER BAY**

**ITB # 09-06**

**SECTION 3**

**CONTRACT BETWEEN OWNER AND CONTRACTOR**

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009 (which shall be the Effective Date of the Contract) by and between the Town of Cutler Bay (hereinafter called "OWNER" or "TOWN") and \_\_\_\_\_ herein after called "CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Provide Labor and equipment required to perform roadway resurfacing and miscellaneous drainage improvements within the Town of Cutler Bay. Work shall include roadway resurfacing, roadway milling, the installation of asphalt, the installation and raising of manholes, valves and inlet structures, installation of striping, drainage pipe installation, French Drain installation, sodding/swale restoration, driveway restoration and the installation of curbs. This contract includes a Pothole Repair item with a 48 hour response time. Utilization of these services will require close coordination with the Town and Town's Consulting Engineer.

**Article 2. ENGINEER.** The Project may be designed by any of the following firms:

**ENGINEER**

The Corradino Group  
4055 N.W. 97<sup>th</sup> Avenue  
Suite # 200  
Miami, Florida 33178

**ENGINEER**

Kimley-Horn & Associates, Inc.  
5200 N.W. 33<sup>rd</sup> Avenue  
Suite # 109  
Ft. Lauderdale, Florida 33309

**ENGINEER**

C3TS  
901 Ponce De Leon Blvd.  
Suite # 900  
Coral Gables, Florida 33134

who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 This Agreement shall be non-exclusive and shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town

shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to CONTRACTOR received no later than 30 days prior to the date of termination.

(A) Miscellaneous Drainage Improvements.

Portions of the Project known as Miscellaneous Drainage Improvements shall be governed by Notices to Proceed issued for separately named and designated portions of the Work.

(B) Final Completion.

Final completion includes all Work and Project documentation, including roadway and drainage work, swale restoration, as-built drawings, Project warranties and all other obligations of CONTRACTOR required by the Contract Documents.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work reflected above and in each Notice to Proceed is not substantially or finally complete within the time specified in the applicable Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred 00/100 dollars (\$500.00) for each day that expires after the time specified in the applicable Notice to Proceed for completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values. For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item in the



Bid Form, times the actual accepted quantity of that item will be paid up to the maximum amount approved.

Contract Price                    \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_

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The maximum Contract Price for the Miscellaneous Drainage Improvements shall be determined subsequent to execution hereof, approved by the Town, and governed by the terms of this Agreement and the Contract Documents. OWNER shall pay CONTRACTOR for completion of the Miscellaneous Drainage Improvements in accordance with the Contract Documents and the Schedule of Values on a Unit Price basis in an amount equal to the sum of the established Unit Price for each separately identified item in the Bid Form, times the actual accepted quantity of that item, up to the amount approved in each instance.

- 4.2 Included in the Agreement Sum is an allowance account of \$15,000.00 for the Miscellaneous Roadway and Drainage Improvement Bid Form for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town Manager in accordance with the Contract Documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town's Public Works and/or the Town Manager.

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

**Article 6. INTEREST.** Not Applicable

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface,

sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. SAFETY PRECAUTIONS- The CONTRACTOR shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the CONTRACTOR.
- 7.3. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

## **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents that comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the items listed in the general conditions and the following:

- 8.1. This Contract
- 8.2. Invitation to Bid
- 8.3. Bid Form
- 8.4. Standard General Conditions
- 8.5. Supplementary Conditions
- 8.6. Detailed Specifications as included in this package and as referenced
- 8.7. Code of Silence/Campaign Contribution Ordinance/Lobbyist Registration Requirements
- 8.8. Addendum Acknowledgement
- 8.9. Anti-Kickback Affidavit
- 8.10. Non-Collusive Affidavit
- 8.11. Sworn Statement
- 8.12. Qualification Statement
- 8.13. Performance Bond
- 8.14. Payment Bond
- 8.15. Notice of Intent to Award
- 8.16. Notice to Proceed
- 8.17. Construction Plans titled – “Roadway Resurfacing and Miscellaneous Drainage Improvements”
- 8.18. Any Modifications, including Work Authorizations, duly delivered after execution of the Contract.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

## **Article 9. MISCELLANEOUS**

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.
- 9.8. The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 9.9. INDEMNIFICATION- The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the Town or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the Town is "Town of Cutler Bay". This official title shall be used in all insurance, or other legal documentation. Town of Cutler Bay is to be included as "Additional Insured" with respect to liability arising out of operations performed for Town of Cutler Bay by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

- 9.10 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.
- 9.11 DEFAULT/FAILURE TO PERFORM- The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the Town will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Town notifying in writing the

contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

**9.12 OTHER CAUSES FOR TERMINATION-** The Town of Cutler Bay reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The Town has determined that such cancellation will be in the best interest of the Town to cancel the contract for its own convenience. In the event the contract is terminated for the Town's convenience the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the contract.
- B) Funds are not available to cover the cost of the services. The Town's obligation is contingent upon the availability of appropriate funds.

**9.13 ANTI-DISCRIMINATION-** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

**9.14** If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to

persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

- 9.15 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.
- 9.16 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).
- 9.17 **PROTEST PROCEDURES-** With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

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IN WITNESS WHEREOF, the parties hereto have signed 6 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

Town of Cutler Bay

ADDRESS

10720 Caribbean Blvd., Suite # 105

Cutler Bay, Florida 33189

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

CONTRACTOR

ADDRESS

BY \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 4**

**ROADWAY RESURFACING AND MISCELLANEOUS DRAINAGE IMPROVEMENTS**

**BIDDER'S REPRESENTATION**

Bid of \_\_\_\_\_

(name)

\_\_\_\_\_

(address)

to furnish all materials, equipment, and labor and to perform all the Work in accordance with the Contract Documents for:

“Roadway Resurfacing and Miscellaneous Drainage Improvements”

TO: Town of Cutler Bay  
Attention: Town Clerk  
10720 Caribbean Blvd., Suite # 105  
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the Agreement to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Agreement, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement.

The Bidder agrees to execute the Agreement and furnish the executed Agreement, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the Award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Agreement and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Agreement exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Agreement execution.

In no event shall Town be obligated to pay for Work not performed or materials not furnished.

Bidder's Certificate of Competency No. \_\_\_\_\_

Bidder's Occupational License No. \_\_\_\_\_

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_

(SEAL)

**TOTAL BID FORM**

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Section 5 of the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing Resurfacing to Roadways throughout the Town on an as needed basis.

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT**

\$ \_\_\_\_\_

**TOTAL BID AMOUNT (IN WORDS)** \_\_\_\_\_

**Taxpayer Identification Number:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Company Phone Number)

**TOWN OF CUTLER BAY**  
**ITB # 09-06**

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID FORM**

The following Bid Form is presented to assist the Town in evaluating the Bid. After Award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. This portion of the work will be a work order type contract providing Roadway and Drainage improvements throughout the Town on an as needed basis.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Mobilization	15	EA		
101-2	Emergency Response	10	EA		
102-1	Maintenance of Traffic	15	EA		
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection – Per Inlet	15	EA		
110-1	Clearing and Grubbing	15	EA		
119-01	Driveway Restoration (Concrete/Stamped)	50	SY		
119-02	Driveway Restoration (Pavers)	50	SY		
327-70	Milling Existing Asphalt Pavement (1" Average)	10,000	SY		
331-2	Type S Asphaltic Concrete (as directed)	500	SY		
331-72	Type S-3 Asphalt Concrete Surface Course (1")	50,000	SY		
380-1	Pothole Repairs- (Average Size 3'x 3')	60	SY		
425-1	Inlets (Ditch Bottom – Type C)	10	EA		
425-2	Manholes (Type P-7)	10	EA		
425-3	Inlets (Curb – Type P-6)	10	EA		
425-4	Core Drilling Existing Inlets	10	EA		

425-6 (A)	Adjusting Valve Boxes	15	EA		
425-6 (B)	Adjusting Manholes	10	EA		
430-99	18-inch Solid HDPE pipe	100	LF		
443-70	French Drain (18-inch HDPE)	500	LF		
FDOT #	15- inch solid HDPE pipe	100	LF		
522-1	Concrete Sidewalk (4" – Class I)	200	SY		
522-2	Concrete Sidewalk (6" – Class I)	200	SY		
520-1	Concrete Curb and Gutter (Type F)	200	LF		
520-2	Concrete Curb (Type D)	200	LF		
SR-1	Swale Restoration	15	EA		
FDOT #	Raised Pavement Markers	1,500	EA		
711-1	Traffic Stripe (6"), Thermoplastic	8000	LF		
FDOT #	24" Thermoplastic Stop Bar, including 50 LF double yellow thermoplastic	100	EA		
711-4	Directional Arrows, Thermoplastic	6	EA		
710-8	Solid Traffic Marking, Thermoplastic	800	SF		
737-7	Advanced Utility Exploration (soft Digs)	8	EA		
A-1	Allowances	1	LS	\$15,000	\$15,000

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT**

\$ \_\_\_\_\_

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT (IN WORDS)** \_\_\_\_\_

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 119-1 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
5. Bid Item 119-2 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
6. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99 for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
7. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
8. Bid Item 380.1 includes responding to pothole repair, within 48 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair.
9. Bid Items 443-70 and 430-99 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
10. Bid Items 425-1, 425-2, 425-3 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.

11. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
  
12. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town. For bidding purposes, a swale restoration area of 250 square yards in a typical single family residential neighborhood shall be used as the basis for each swale restoration.

**MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT**

\$ \_\_\_\_\_

**TOTAL BID AMOUNT (IN WORDS)** \_\_\_\_\_

\_\_\_\_\_



**TOWN OF CUTLER BAY**  
**ITB # 09-06**  
**SECTION 5**

**ROADWAY RESURFACING**  
**DETAILED SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS INDEX**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGES</u></b>
<b><u>ROADWAY DIVISION I:</u></b>		
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01020	Allowances	25-27
01030	Swale Restoration and Audio Visual Preconstruction Record	28-29
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 <b><u>ROADWAY DIVISION II:</u></b>		
101	Mobilization	33
102	Maintenance of Traffic	34-35
104	Prevention, Control, and Abatement of Erosion and Water Pollution	36-37
300	Prime and Tack Coat for Base And Surface Course	38
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425	Inlets, Manholes and Junction Boxes	41

**DIVISION I**  
**SPECIAL PROVISIONS**  
**FOR**  
**Roadway Resurfacing,**  
**IN**  
**THE TOWN OF CUTLER BAY**  
**ITB # 09-06**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

It is the intent to include Division I of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” as referenced above as a supplement to the General Conditions (Engineers Joint Contract Documents Committee) and Supplementary Conditions for the Agreement.

Further the applicable portions of the Town of Cutler Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

## **SECTION 01020**

### **ALLOWANCES**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used upon issuance of work authorizations for over run of unit bid items provided such over runs are pre-approved in writing by the Town.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

- A. Town Engineer's Duties:
  - 1 Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
  - 2. Make selection in consultation with the Town. Obtain Town's written decision, designating:
    - a. Product, model and/or class of materials.
    - b. Accessories and attachments.
    - c. Supplier and installer as applicable.
    - d. Cost to Contractor, delivered to the site or installed, as applicable.
    - e. Warranties
    - f. Quantities
  - 3. Transmit Town's decision to the Contractor.
  - 4. Prepare work authorizations or change orders.

B. Contractor's Duties:

1. Assist Town Engineer and the Town in determining qualified suppliers, quantities or subcontractor.
2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Town Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.
- G. Noise Control
  1. Contractor will use discretion whenever engaging in activities that might produce excessive noise and disturb residents in and around work areas.
  2. The Town shall have the right to impose reasonable limitations on the Contractor to prevent excessive noise and disturb residents in and around work areas.

- H. Access to Property: The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- I. Staging of Work: All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

**1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should the Work be changed by change order:
  - 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  - 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**  
Not Used

**PART 3 EXECUTION**  
**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of the Agreement, monies remaining in the contingency allowance will be credited to the Town by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

## **SECTION 01030**

### **Swale Restoration and Audio Visual Preconstruction Record**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the Contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the Contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction.
- B. The Contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

##### **1.02 SITE RESTORATION**

- A. The Contractor shall remove all excess material and shall clean up and restore the swale area impacted by any construction activity adjacent to drainage work to its original condition or better. All damage to swale areas, as a result of the Work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways, and including all obstructions not specifically named herein, shall be repaired or replaced, as determined by the Town Engineer. Site restoration shall be done in a timely manner as the Work progresses.

##### **1.03 AUDIO-VISUAL PRECONSTRUCTION RECORD**

- A. Prior to beginning the Work, the Contractor shall have a continuous color audio-video recording taken along the entire length of the project, where construction will be performed, to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the audio-video covering the construction area by the Town Engineer. The Town Engineer shall have the authority to reject all or any portion of the audio-video not conforming to the specifications and order that it be redone at no

additional charge. The Contractor shall reschedule the unacceptable coverage within five (5) days after being notified.

- B. The Contractor shall provide the Town Engineer and the Town with one complete set of disks for each project area.
- C. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. Compensation for the swale restoration as described on the plans and in this specification shall be included in the lump sum price bid for Swale Restoration.
- B. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Swale Restoration Pay Item SR-1.

**END OF SECTION**

## **SECTION 15200**

### **UTILITY RELOCATIONS**

#### **PART 1 SCOPE OF WORK**

##### **1.01 DEFINITION**

- A. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that can not be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Town Engineer. Upon direction from the Town Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

##### **1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of a work authorization, pre-approved in writing by the Town throughout.
- B. At the closeout of the Agreement, monies remaining in the allowance account will be credited to the Town by change order.

##### **1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS**

- A. Town Engineer's Duties:
  - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.
  - 2. Provide written authorization to request cost estimate.
  - 3. Transmit Town's decision to the Contractor.
  - 4. Prepare work authorization.



B. Contractor's Duties:

1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Town Engineer of conflicts immediately upon discovery. The Contractor and Town Engineer shall explore options to avoid the conflicts with the utilities as the first step.
2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Town Engineer and provide copies of the requested information to the Town Engineer upon receipt.
3. If authorized by Town Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Town Engineer promptly of:
  - a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

**1.05 ADJUSTMENT OF COSTS**

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement Sum will be adjusted accordingly by change order. Should work be changed by change order:
1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
  2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the Work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At Agreement closeout, reflect all approved changes in contract amounts in the final statement of accounting.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- C. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Town by change order.
- D. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

**END OF SECTION**

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**DIVISION II  
SECTION 101  
MOBILIZATION**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 101-1 Description**

This section is expanded to include the following:

The Town intends to utilize the miscellaneous roadway and drainage portion in this Agreement on an as-needed basis. As the need for the units identified in this project is identified by the Town, the Town will inform the Contractor of the need for its services. It is the intent of this project that the Contractor will be required to mobilize up to ten (10) times for pothole repairs and five (5) times for drainage and/or resurfacing improvements. However, this is only an estimate and the Town reserves the right to request additional Work. Mobilization includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding and shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. The contractor shall mobilize within twenty (20) calendar days of the receipt of the work authorization.

All cost for work, materials, permits, permit fees, and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## SECTION 102

### MAINTENANCE OF TRAFFIC

#### PART 1 GENERAL

##### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 102-1.1 Description** This section is expanded to include the following:

Beginning two weeks prior to any construction, the Contractor shall provide written updates to the Town Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Town Engineer no later than noon each Friday for use, by the Town Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town Engineer will chair the meeting.

**Article 102-4.1 Where Required** – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

#### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Maintenance of Traffic.

**END OF SECTION**

## **SECTION 104**

### **PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2000 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule. Copies of the preprinted forms are attached as Appendix A.

Refusal by the Contractor to place its signature on any required documents or certification statements will be considered as a default of the Agreement. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The Contractor shall furnish the Town Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## **SECTION 300**

### **PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION**

###### **Article 300-9 – Basis of Payment**

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the Agreement unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**



**SECTION 380**  
**POTHOLE REPAIRS**

**PART 1      GENERAL**

**1.01    SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**380-1 Description.**

The work specified in this Section consists of the construction of pothole repairs.

**380-2 Materials.**

The asphaltic concrete shall be Type II and the base material shall be a stabilized limerock.

**380-3 Construction.**

**380-3.1** General: The Contractor shall furnish all labor, materials and equipment required to construct pothole repairs. All required permits associated with the construction of the potholes including, but not limited to the Florida Department of Transportation and (FDOT) and the Town of Cutler Bay are to be obtained by the Contractor. All permit fees and other costs shall be paid by the Contractor and included in the unit prices outlined below.

**380-3.2** Removal of existing asphalt: The Contractor shall be responsible for the saw cutting and removal of the existing asphalt and other loose debris from the site. All material that is removed from the site shall become the property of the Contractor and shall be disposed of in a legal landfill or other site owned by the Contractor.

**380-3.3** Reworking of limerock base: The Contractor shall remove the existing limerock base to a point as outlined in the detail. After the removal of the existing limerock base, the Contractor shall rework the existing limerock base and include additional limerock base to bring the level of the hole up to the

surrounding elevation. The reworked limerock base shall be compacted in accordance with Section 210 of the Specifications Detailed.

**380-3.4 Replacing asphalt concrete:** The Contractor shall, upon completion of reworking of the limerock base, replace the asphalt concrete. The asphalt concrete shall be Type II and installed as per the Detailed Specifications including the requirement for a tack coat.

**380-4 Basis of Measurement.**

The quantities to be paid for under this Section shall be the actual quantities installed, measured as each pothole repair tested and accepted.

**380-5 Basis of Payment.**

**380-5.1 General:** The quantities, determined as provided above, shall be paid for at the Agreement unit price per each pothole repair. Such prices and payment shall be full compensation for all work specified in this Section including mobilization, maintenance of traffic, removal of existing material from the site, permits, and coordination.

**380-5.2 Payment:**

Payment shall be made under:

Item No. 380-1 - Pothole Repair – Per Each

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

## **SECTION 425**

### **INLETS, MANHOLES AND JUNCTION BOXES**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

##### **1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this Work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

#### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

#### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 6**

**ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #    Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**BIDDER:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 7**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF MIAMI-DADE         }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**END OF SECTION**

TOWN OF CUTLER BAY

SECTION 8

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ }  
  } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

**The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)



**TOWN OF CUTLER BAY**

**SECTION 10**

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

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

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

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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



a plea of guilty or nolo contendere.

4. I understand than an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**
- \_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final**

order]

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

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Printed, typed or stamped Commissioned  
name notary public)

**END OF SECTION**





12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?
  
16. What equipment will you purchase for the proposed work?
  
17. What equipment will you rent for the proposed work?
  
18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.
  
19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
  - 19.1 The correct name of the Bidder is:
  
  - 19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
- 19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
- 19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
- 19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME

RELATIONSHIPS

\_\_\_\_\_  
Signature of entity submitting supplement form

STATE OF FLORIDA                    )  
  )SS.  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

**END OF SECTION**



**TOWN OF CUTLER BAY**

**SECTION 12**  
**PERFORMANCE BOND**

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**PROJECT TITLE:** Roadway Resurfacing, Drainage Improvement and Miscellaneous Roadway Repairs (the "Project")

**CONTRACTOR:**

**AGREEMENT NO:**

**AGREEMENT DATED:**

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STATE OF                     § \_\_\_\_\_  
                                      § \_\_\_\_\_  
COUNTY OF               § \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That by this Bond, we, \_\_\_\_\_ of the Town of Cutler Bay, County of Miami-Dade, and State of Florida, as Principal, and \_\_\_\_\_, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Town of Cutler Bay, as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2009, for the construction of the Public Works Improvements (the "Agreement"), which Agreement is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Agreement and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Agreement, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Agreement price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Agreement.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2009.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Principal

Surety

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

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

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent for service of process on Surety is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**SECTION 12**  
**PAYMENT BOND**

**PROJECT TITLE: Roadway Resurfacing, Drainage Improvement and Miscellaneous Roadway Repairs (the "Project")**

**CONTRACTOR:**

**AGREEMENT NO:**

**AGREEMENT DATED:**

STATE OF                            § \_\_\_\_\_  
    § \_\_\_\_\_  
COUNTY OF                    § \_\_\_\_\_

BY THIS BOND (the "Bond"), We as \_\_\_\_\_, called CONTRACTOR, and \_\_\_\_\_, hereinafter called SURETY, are bound to TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, hereinafter called Town, in the amount of \_\_\_\_\_ Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by CONTRACTOR and Town, for the following:

Agreement Title:

**(the "Project")**  
**Roadway Resurfacing, Drainage Improvement**  
**and Miscellaneous Roadway Repairs**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Agreement or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Town.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**WHEN THE PRINCIPAL IS AN INDIVIDUAL:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Business Address

**WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

Business Name and Address

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Signature of Individual

**WHEN A PARTNERSHIP:**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_

(Witness)

Name and Address of Partnership

(Witness)

By: \_\_\_\_\_  
(Partner)

**WHEN THE PRINCIPAL IS A CORPORATION:**

**ATTEST:**

(Corporate Seal)

\_\_\_\_\_  
(Corporate PRINCIPAL Name)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Secretary

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

**ATTEST:**

(Surety Seal)

\_\_\_\_\_  
(Corporate SURETY)

Business Address

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Florida Resident Agent

**ATTORNEY-IN-FACT**

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

Name \_\_\_\_\_  
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

**ATTACH** a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

**END OF SECTION**

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

## **DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposers Signature

Date



TAB 7



## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 21, 2009

Re: **ITB – STREET SWEEPER SERVICES**

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE TOWN'S STORMWATER UTILITY; AUTHORIZING THE ISSUANCE OF A INVITATION TO BID (ITB) FOR STREET SWEEPER SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; AND PROVIDING FOR AN EFFECTIVE DATE**

### BACKGROUND AND ANALYSIS

The Public Works Department is responsible for overseeing the Stormwater Utility Fund. The Department desires and it is in the best interest of the Town to contract with the most qualified and experienced contractor to provide Street Sweeping Services on all Town owned roadways. Funding for this service is included within the Stormwater Utility Fund in the Town's 2008-09 Fiscal Year budget.

Street Sweeping provides two primary benefits. The more obvious benefit is the collection and removal of paper, leaves, and other visible debris that collect in the gutters. This debris can block storm water facilities, causing localized flooding during heavy rains. An equally important, but less visible benefit is the removal of metal particles and other hazardous waste products left by passing vehicles. Although they are virtually invisible, these particles can be extremely harmful to fish and other wildlife if they reach our various waterways and eventually, Biscayne Bay. The sweeping also serves as one of our Best Management Practices (BMP) to control and improve our water quality. Motorized sweeping removes debris from the street before it goes into the storm drain system.

Town Ordinance # 06-22 requires the Town Manager to obtain authorization from the Town Council in order to advertise solicitations for bids and proposals, prior to advertising the public notice.

### RECOMMENDATION

We recommend that the attached resolution be adopted.

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF STREET SWEEPER SERVICES; AUTHORIZING THE ISSUANCE OF A INVITATION TO BID (ITB) FOR STREET SWEEPER SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's (the "Town") adopted 2007-08 fiscal year budget includes funding for street sweeper services throughout the Town on those streets owned and maintained by the Town; and

**WHEREAS**, the Town Council recognizes the important role that street sweeper services performs in protecting the environment by capturing various pollutants before they are transported down storm drains and become soluble in the stormwater system discharge; and

**WHEREAS**, street sweeper services has been identified as a key component of the Stormwater Utility Master Plan, which was adopted by Town Resolution Number 08-50; and

**WHEREAS**, Town staff has developed the attached Invitation to Bid (Exhibit "A") in order to obtain bids from street sweeping companies; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue an Invitation to Bid for street sweeper services, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

**TOWN OF CUTLER BAY  
INVITATION TO BID  
09-05**

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**STREET SWEEPER SERVICES**  
**SUBMITTAL DATE: TBA 3:00 P.M.**

**INVITATION TO BID**  
**09-05**  
**STREET SWEEPER SERVICES**  
**TOWN OF CUTLER BAY**

The Town of Cutler Bay is requesting bids from qualified firms to provide Street Sweeper Services for the Town of Cutler Bay. **Interested firms should visit the Town’s website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Invitation to Bid package. Packages may also be picked up during normal business hours at the office of the Town Clerk, Erika Gonzalez-Santamaria, located at:**

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

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 3:00 p.m. on TBA and be clearly marked on the outside, **“ITB 09-05 Street Sweeper Services”**, by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

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

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

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

---

Steven J. Alexander  
Town Manager



ITB 09-05

**TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 09 – 05**

**INSTRUCTIONS TO BIDDERS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

- 1.1 Taxes: BIDDER shall include all applicable taxes in Bid.
- 1.2 Purpose of Bid: The Town of Cutler Bay intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The Town reserves the right to award the Bid considered the best to serve the Town's interests.
- 1.3 Any questions concerning the Bid Specifications or any required need for clarification must be made to the Public Works Department in writing, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by consultant in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the official BIDDER's list as having received the bidding documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.
- 1.4 BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of ninety (90) calendar days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the Town.
- 1.5 Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any 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 be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

2.1: Submission of Bids

- 2.1.1: BIDDER's shall use the Bid Form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. BIDDER shall deliver to the Town, as Bid package:
  1. This entire project manual, with all sections executed. This shall include, when indicated on the bottom corner of the page the BIDDER's name and the company being represented
  2. A copy of all issued addendum
  3. One Original and four (4) Copies of the Bid Form completely executed
  4. Bid Security, (Bid Bond or cashiers check) attached to the front inside cover of the project manual in the amount of \$5,000
  5. Certificates of Competencies
  6. Certificate Of Insurance and or Letter of Insurability

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER's name and **"STREET SWEEPER SERVICES"**

2.1.2: Bids having an erasure or corrections must be initialed by the BIDDER in Blue ink. Bids shall be signed in Blue ink; all quotations shall be typewritten or printed and filled in with Blue ink.

2.1.3: Firms are specifically advised that the Town of Cutler Bay's purchasing ordinance (06-22) applies to this Invitation to Bid and to all Requests for Proposals and is incorporated herein by reference. Firms are advised to familiarize themselves with its requirements.

- 2.2 Guaranties: no guarantee or warranty is given or implied by the Town as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Town reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 2.3: Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific Town of Cutler Bay address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the Town may make pick-ups at the vendor's place of business.
- 2.4: Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. BIDDER's are responsible for checking their calculations. Failure to do so will be at the BIDDER's risk, and errors will not release the BIDDER from their responsibility as noted herein.
- 3.1: Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The Town shall be the sole judge concerning the merits of items Bid as equals.
- 3.2: Material: material(s) delivered to the Town under this bid shall remain the property of the seller until accepted to the satisfaction of the Town. In the event materials supplied to Town are found to be defective or do not conform to specifications, the Town reserves the right to return the product (s) to the seller at the sellers expense.
- 3.3: Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the Town reserves the right to make the final determination at the lowest net cost to the Town.
- 3.4: Safety Standards: the BIDDER warrants that the product(s) supplied to the Town conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
- 3.5: Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 4.1: Liability, Insurance, Licenses & Permits: where BIDDER's are required to enter onto Town of Cutler Bay property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the Town occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or Town of Cutler Bay Code. Contractors shall include current Dade County Certificates of Competency. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.
- 4.1.1: BIDDER shall furnish to the Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town , for those coverage types and amounts listed in Article 5 of the General Conditions, in an amount equal to 100% of the requirements and shall be presented to the Town prior to issuance of any Contract(s) or Award(s) Document(s). The Town of Cutler Bay shall be named as "additional insured" with respect to this coverage.
- 4.1.2: At the time of Bid submission the BIDDER must submit certificates of insurance, or evidence of insurability in the form of a letter from BIDDER's insurance carriers demonstrating the ability to obtain coverage outlined



in Article 5 of the General Conditions. All required insurances shall name the Town of Cutler Bay as additional insured

4.1.3: All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the Town of Cutler Bay of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the Town of Cutler Bay. Such notification shall be in writing, and shall be submitted to the Town Town Clerk thirty (30) calendar days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

4.1.4: Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Manager to implement a rescission of the Bid award without further Town Council action. The BIDDER hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

5.1: Warranty / Guaranty: successful BIDDER shall act as agent for the Town in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

6.1: Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the Town at once, indicating in their letter the specific regulation which required an alteration. The Town of Cutler Bay reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Town.

6.2: Assignment: the CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Town Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Town Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this contract, CONTRACTOR shall promptly notify TOWN in writing of such change in ownership or control at least thirty (30) calendar days prior to such change and TOWN shall have the right to terminate the contract upon sixty (60) calendar days written notice, at TOWN's sole discretion.

6.3: Award of Bids: the Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the Town Council. In addition, each bidder agrees to waive any claim it has or may have against the TOWN, the CONSULTANT, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

7.1: Evaluation of Bids: the Town, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, including the financial position, experience, staffing, equipment, materials, references, and past history of service to the Town and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

7.1.1: Hold Harmless: all BIDDER's shall hold the Town, it's officials and employees harmless and covenant not to sue the Town, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

7.1.2: Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the Town, shall be just cause for cancellation of the Award.

7.1.3: Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the TOWN department responsible for the administration of

the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the TOWN Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

- 8.1: Non-conformance to Contract: the Town of Cutler Bay may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Town shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.
- 8.1.1: Default Provision: in case of default by the BIDDER or CONTRACTOR, the Town of Cutler Bay may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
- 8.1.2: Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the Town of Cutler Bay, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the Town including without limitation, awarding the Contract to the CONTRACTOR.
- 8.1.3: Secondary / Other Vendors: the Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.
- 8.1.4: Specifications: The successful BIDDER will be furnished four sets of Contract Specifications without charge. Any additional copies required will be furnished to the BIDDER at reproduction cost.
- 8.1.5. Cone of Silence Provisions: Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

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

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

The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

8.1.6 Campaign Finance Restrictions on Vendors: Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

8.1.6.1 Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

8.1.7 Lobbyist Registration: Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

9.1 Bonding Requirements:

9.1.1 Bid Bond/Bid Security

The BIDDER, in submitting this Bid, must include a \$5,000 Bid Bond. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of \$5,000. A company or personal check shall not be deemed a valid Bid Security.

9.1.2 Performance and Payment Bond:

The Town of Cutler Bay shall require the successful BIDDER to furnish a Performance Bond, each, in the amount of 100% of the total Bid Price, with the Town of Cutler Bay as the Obligee, as security for the faithful performance of the Contract. The bonds shall be with a surety company authorized to do business in the State of Florida.

9.1.3 Bid Guaranty:

The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond and Certificates of Insurance within ten (10) calendar days of notification of the award by the Town.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the Town, and it is agreed that this sum is a fair estimate of the amount of damages the Town will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

10.0 Time of completion:

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions. The time allowed for the completion of the work shall be stated in the Bid Form.

11.0 Protest Procedures:

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

**END OF SECTION**

**[Space Left Intentionally Blank]**

**TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 09-05  
SUMMARY OF WORK**

The Work covered by the Specifications and Contract Documents, consist of **STREET SWEEPER SERVICES** as described below and in the following chart listing Town Streets and Avenues.

The full scope of work will include **STREET SWEEPER SERVICES** of specified streets and avenues these services are conducted as follows:

- Sweeping services will consist of the collection and removal of paper, leaves and other visible debris that collect in the gutter and on the roadway.
- All work will be logged using the form provided.
- A digital file of the work done must be submitted on a biweekly basis.
- The work should be performed during off peak hours to minimize disruption of traffic.
- All debris to be disposed of in a legal manner.
- Copies of any tickets shall be included with monthly invoice.
- Inspection of the work will be performed within 48 hours and any length of road that has more than 25 pounds of debris in a distance of 1320 feet will be considered defective.

**END OF SECTION**

# **BID FORM**

**THIS BID IS SUBMITTED TO:  
TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 2009 – XXXX  
10720 CARIBBEAN BLVD., SUITE 105  
CUTLER BAY, FLORIDA 33189**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Town of Cutler Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER’S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of Town’s Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
  - (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (f) BIDDER has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town is acceptable to BIDDER.
  - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the Town.
4. BIDDER understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
  5. BIDDER understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project for the Bid Price of:

Total Center Lane Miles	Miles		
Estimated Frequency	Bi-Weekly		
	Unit Price	Quantity Miles	Total Price
1 Lane Curbed Mile Price			
2 Lanes Curbed Mile Price			
3 Lanes Curbed Mile Price			
1 Lane Non-Curbed Mile Price			
2 Lanes Non-Curbed Mile Price			
3 Lanes Non-Curbed Mile Price			
As needed.			
Park Parking Lot			
Per Sq Ft			

Inspection Form attached to this packaged.

6. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Bid shall be addressed to:

BIDDER: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Attention: \_\_\_\_\_

8. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY \_\_\_\_\_, 2009.

If BIDDER is:



**AN INDIVIDUAL**

By: \_\_\_\_\_ (SEAL)

(Individual's Name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**A PARTNERSHIP**

By: \_\_\_\_\_ (SEAL)

(Firm's Name)

\_\_\_\_\_

(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**A CORPORATION**

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

(Corporation Name)

\_\_\_\_\_

(State of Incorporation)

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

(Name of Person Authorized to Sign)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Corporate Seal)

Attest: \_\_\_\_\_

(President)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**A JOINT VENTURE**

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

(Name)

\_\_\_\_\_

(Address)

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

(Name)

\_\_\_\_\_

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2009, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 2009, to the Town of Cutler Bay and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_, 2009.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I     HEREBY     CERTIFY     that     a     meeting     of     the     Partners     of     the  
\_\_\_\_\_ a Corporation existing  
under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 2009, the following resolution was duly passed  
and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby  
authorized to execute the Bid dated, \_\_\_\_\_ 2009, to the Town of Cutler Bay and this partnership and that  
their execution thereof, attested by the \_\_\_\_\_ shall be the official act and  
deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 2009.

Secretary: \_\_\_\_\_

(SEAL)







**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposers Signature

\_\_\_\_\_  
Date

**END OF SECTION**

**BID BOND**

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town of Cutler Bay, a municipal corporation of the State of Florida in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, \_\_\_\_\_ 2009 for: \_\_\_\_\_.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of ten percent (10%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance and Payment Bonds, satisfactory to the Town, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately, upon demand of the Town, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
(Individual or Partnership Principal) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Town/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_ Secretary  
(Corporate Surety)\*

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

\*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary  
Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:                      Number of Pages:

Number of Signatures Notarized:

**END OF SECTION**

**TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 2009 – XXXX  
BIDDER QUALIFICATION STATEMENT**

The BIDDER's response to this questionnaire will be utilized as part of the Town's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

- A) successful completion , verifiable with reference, of at least three street sweeping jobs with a municipality or government agency within the last 5 years in South Florida; Miami-Dade, Broward, Monroe, Collier and Palm Beach **OR**
- B) successful completion, verifiable with reference, of at least three street sweeping jobs of more than \$50,000.00 for a commercial agency within the last 5 years in South Florida; Miami-Dade, Broward, Monroe, Collier and Palm Beach

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Yearly Budget/Cost	_____
	Dates of contract	From: _____ To: _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Yearly Budget/Cost	_____
	Dates of contract	From: _____ To: _____
3.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____

Contact Telephone No. \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

ACKNOWLEDGMENT

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary Public of The State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,  
or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:                      Number of Pages:

Number of Signatures Notarized:

**END OF SECTION**

### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any 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 be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

### **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town of Cutler Bay or its' agencies. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

**[Space Left Intentionally Blank]**



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

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose business address  
is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) its  
Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the  
Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

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

(Printed Name) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Personally known \_\_\_\_\_

Or Produced

Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

**END OF SECTION**

**TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., SUITE 105  
CUTLER BAY, FLORIDA 33189  
NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: Town of Cutler Bay **STREET SWEEPER SERVICES**, Project in accordance with Contract Documents as prepared by the Town

and

The TOWN has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **STREET SWEEPER SERVICES**, Contract Bid in the not to exceed amount of \$\_\_\_\_\_.

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) calendar days from the date of this Notice, said TOWN will be entitled to, revoke the award and retain the Bid Security.

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

TITLE: TOWN MANAGER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

TITLE: \_\_\_\_\_

You are required to return an acknowledged copy of this Notice of Award to the TOWN.

**END OF SECTION**

**AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between \_\_\_\_\_ Party of the First Part, and The Town of Cutler Bay, Party of the Second Part:

W I T N E S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained here:

- Advertisements for Bids
- Instruction to BIDDERS
- Bid Form
- Certificate of Authority
- Award Preference for Identical Tie Bids
- Bid Bond
- List of Proposed Subcontractors
- Bidder Qualification Statement
- Non-Collusion Affidavit
- Public Entity Crimes
- Notice of Award
- Agreement
- Notice to Proceed
- Performance Bond
- OSHA Acknowledgment
- General Conditions
- Supplementary Conditions
- Summary of Work
- Processing of Application for Payment

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

---

(Written Dollar Amount)

Dollars (\$\_\_\_\_\_).

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within sixty (60) calendar days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within five (5) calendar days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OWNER: Town of Cutler Bay

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

AUTHENTICATION:

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

NAME: \_\_\_\_\_

TITLE: TOWN CLERK

APPROVED AS TO FORM:

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

NAME: \_\_\_\_\_

TITLE: TOWN ATTORNEY

**END OF SECTION**

**TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD., SUITE 105  
CUTLER BAY, FLORIDA 33189  
NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT DESCRIPTION: **STREET SWEEPER SERVICES**, in accordance with Contract Documents as prepared by The Town of Cutler Bay.

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and work is to be performed for a period of one year at the frequency in the bid form.

This contract shall run for a period of three (3) years with an option to renew for two (2) additional two one (1) year terms with both parties being in total and full agreement.

Town of Cutler Bay

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

TITLE: TOWN MANAGER



**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2009

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

TITLE: \_\_\_\_\_

**END OF SECTION**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

---

**END OF SECTION**

**TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 09-05  
FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Town, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract awarded the day of \_\_\_\_\_, 2009, with Town for **STREET SWEEPER SERVICES** in accordance with drawings (plans) and specifications \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Town for **STREET SWEEPER SERVICES as scheduled** after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays Town all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
3. Upon notification by the Town, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Town to be, in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the Town elects, upon determination by the Town, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Town named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES: \_\_\_\_\_

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

(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_

IN THE PRESENCE OF:

INSURANCE COMPANY:

\_\_\_\_\_  
By:  
\*(Agent and Attorney-in-Fact)

\_\_\_\_\_  
Address:  
(Street)

\_\_\_\_\_

Telephone No.: (\_\_\_\_)

\* (Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by (name of Corporate officer), \_\_\_\_\_ (title), of (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal

\_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of Notary Public exactly as  
commissioned

- Personally known to me, or
- Produced identification:

- \_\_\_\_\_  
 Did take an oath, or  
 Did not take an oath

\_\_\_\_\_

Bonded by:

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the Town of Cutler Bay

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for Town of Cutler Bay, **STREET SWEEPER SERVICES** as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Town of Cutler Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

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

**END OF SECTION**

## GENERAL CONDITIONS

### ARTICLE I - DEFINITION

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** By the TOWN of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the TOWN and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Application for Payment:** The form furnished by the TOWN which is to be used by the CONTRACTOR in requesting progress payments.

**Approved:** Means approved by the TOWN.

**Bid:** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**TOWN:** Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105 Cutler Bay , Florida 33189.

**Contract Documents:** Contract Documents shall include, Instructions to BIDDERS, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Town of Cutler Bay.

**Contract Price:** The total monies payable to the CONTRACTOR under the Contract Documents.

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the TOWN'S Governing body.

**CONTRACTOR:** The person, firm or corporation with whom the TOWN has executed the Agreement.

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Field Order:** A written order issued by the TOWN which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

**Notice of Award:** The written notice by TOWN to the apparent successful BIDDER stating that upon compliance

with the conditions precedent to be fulfilled by him within the time specified, TOWN will execute and deliver the Agreement to him.

**Notice to Proceed:** A written notice given by TOWN to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

**Project:** The entire Project to be performed as provided in the Contract Documents.

**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**Surety:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the TOWN under this Contract shall be delivered to the TOWN.

## ARTICLE 2 - PRELIMINARY MATTERS

### Award:

- 2.1 The TOWN reserves the right to reject any and all Bids at its sole discretion. The Town, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Town and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract. No Notice of Award will be given until the TOWN has concluded any investigation(s) as they deem necessary to establish the BIDDER'S capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the TOWN'S established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the TOWN within the time prescribed. The TOWN reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the TOWN'S satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the TOWN will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to TOWN standards; and alternate and unit prices if requested by the Bid forms. If the Contract is awarded, the TOWN will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) calendar days after opening of Bids. The Town specifically reserves the right



to award the contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

2.2 At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the TOWN within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance Bond:

2.3. Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish a Performance Bond containing all the provisions of the Performance Bond attached.

2.3.1 Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to TOWN the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractors employed pursuant to this Project. Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5 and 2.3.6.

2.3.2 Bond shall continue in effect for one and one half (1 1/2) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that CONTRACTOR will, upon notification by TOWN, correct any defective or faulty Work or materials which appear within one and one half (1 1/2) years after final completion of the Contract.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, CONTRACTOR shall ensure that the Bond referenced above shall be recorded in the public records of Dade County and Provide TOWN with evidence of such recording.

2.3.4 Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.3.6 The TOWN will accept a surety bond from a company with a rating B+ or better.

2.3.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bond and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the TOWN to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed and continue to run

consecutively for the period of **three (3) years**, with an option to extend for an additional two (2) one (1) year terms. No extension of time will be given unless stated in writing. Rain days will not be a reason for an extension of time.

Liquidated damages:

2.6 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to the TOWN the sum of **FIVE HUNDRED AND 00/100 (\$500.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the TOWN as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The TOWN shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the TOWN and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the Town's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to TOWN or CONSULTANT for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

ARTICLE 4 - INSURANCE

Contractor's Liability Insurance:

4.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by Town (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

4.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

4.1.2 Comprehensive General Liability with minimum limits of One Million Dollars

(1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONTRACTORS.

4.1.2.1 Premises and Operation

4.1.2.2 Independent Contractors

4.1.2.3 Personal Injury Coverage with Employee and Contractual Exclusions

4.1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

4.1.3.1 Owned Vehicles.

4.1.3.2 Hired and Non-Owned Vehicles.

4.1.3.3 Employers' Non-Ownership.

5.2 Before starting the Work, the CONTRACTOR will file with the TOWN certificates of such insurance, acceptable to the TOWN; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) calendar days prior written notice has been given to the TOWN by certified mail. The TOWN shall be named as an additional insured on the above-referenced policies.

5.3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the TOWN in 5.1 above.

#### Cancellation and Re-Insurance:

5.4 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.5 All deductibles must be declared by the CONTRACTOR and must be approved by the TOWN. At the option of the TOWN, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the TOWN, covering the same.

#### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

##### Concerning Subcontractors :

6.1 No subcontracts are permitted under this contract.

##### Laws and Regulations:

6.7 The CONTRACTOR will give all notices and comply with all local, state, and federal laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the TOWN prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the TOWN, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes :

6.8 Cost of all applicable sales consumer, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection :

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.9.1 All employees and other persons, whom may be affected thereby,

6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

6.9.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the work.

6.10 The **CONTRACTOR will designate a responsible member** of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the TOWN.

Emergencies :

6.11 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the TOWN prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

Public Convenience and Safety:

6.17 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest addition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again

as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

- 6.18 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify and save harmless the TOWN, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the work, or by or in consequence of any negligence (excluding negligence of TOWN, in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify and hold harmless the TOWN and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify and hold harmless TOWN, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.
- 6.19 In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONTRACTOR, upon written notice from TOWN shall defend such action or proceeding by counsel satisfactory to TOWN. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at TOWN'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against TOWN, excluding only those which allege that the injuries arose out of the sole negligence of TOWN, which may result from the operations and activities under this Contract whether the operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

ARTICLE 7 - TOWN'S RESPONSIBILITIES

7.1 The TOWN will issue all communications to the CONTRACTOR.

7.3 The TOWN will furnish the data required of them under the Contract Documents promptly.

ARTICLE 8 - CONSULTANTS' STATUS DURING THE WORK

Measurement of Quantities:

8.1 All Work completed under the Contract will be measured by the TOWN according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

8.2 The TOWN will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance). Work determined to be defective will be remedied by the

contractor at no additional cost to the Town within a period of 24 hours.

Decisions on Disagreements:

8.3 The TOWN will be the initial interpreter of the Technical Specifications.

Limitations on Consultant's Responsibilities:

8.4 The TOWN will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Without invalidating the Agreement, the TOWN may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

9.2 The TOWN may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the TOWN entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The TOWN will execute appropriate Change Orders prepared by the TOWN covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the TOWN.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the TOWN.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The TOWN may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- (1) in the specifications (including drawings and designs);
- (2) in the method or manner of performance of the Work.
- (3) in the TOWN-furnished facilities, equipment, materials, services, or site;

or

(4) directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the TOWN shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly.

(d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) calendar days after receipt of a written Change Order, submit to the TOWN a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in the following way:

10.3.1 By negotiated lump sum.

#### ARTICLE 11 - PAYMENTS AND COMPLETION

##### Payments to Contractor

11.1 At least ten (10) calendar days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the TOWN a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the TOWN may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the TOWN, as will establish the TOWN'S title to the material and equipment and protect their interest therein, including applicable insurance. The TOWN will within ten (10) calendar days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the TOWN, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The TOWN, will within thirty (30) calendar days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The TOWN may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the TOWN.

11.2 The TOWN shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any

progress payment, the TOWN may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

#### ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

12.1 The TOWN may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) calendar days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

##### Work During Inclement Weather

12.2 No Work shall be done under these specifications except by permission of the TOWN when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the TOWN, shall suspend all Work until instructed to resume operations by the TOWN and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order

##### Town May Terminate

12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the TOWN, or if they otherwise violate any provision of the Contract Documents, then the TOWN may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the TOWN. Such costs incurred by the TOWN will be determined by the TOWN and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the TOWN and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

12.4 Where the CONTRACTOR'S services have been so terminated by the TOWN said termination shall not affect any rights of the TOWN against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the TOWN due the CONTRACTOR will not release the CONTRACTOR from liability.

12.5 Upon seven (7) calendar days written notice to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the TOWN as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

#### ARTICLE 13 - MISCELLANEOUS



13.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

13.2 The Contract Documents shall remain the property of the TOWN. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.

13.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the TOWN and thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

13.4 Should the TOWN or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

13.5 Anti-discrimination: The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

13.6 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).

#### ARTICLE 14 - WAIVER OF JURY TRIAL

14.1 TOWN and CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

#### ARTICLE 15 - ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

15.1 The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

#### ARTICLE 16 - SEVERABILITY

16.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### ARTICLE 17 - INDEPENDENT CONTRACTOR

17.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

**END OF SECTION**

**[Space Left Intentionally Blank]**

**TOWN OF CUTLER BAY  
STREET SWEEPER SERVICES  
ITB # 09-05  
SUPPLEMENTARY CONDITIONS**

1. All Town controlled roads must be cleaned on a biweekly basis. All Town controlled roads include curb and/or gutter or swale roads. The entire cross section of the road must be swept, this to include any turning lane whether it is in the middle or side of the cross section.
2. Sweeping time shall be determined at the discretion of the CONTRACTOR. Prior to commencing work under this agreement, CONTRACTOR must submit a sweeping time schedule to the TOWN for review and approval. Town reserves the right to review such schedules and require modification to CONTRACTOR'S sweeping time schedule prior to beginning services if it is determined that certain times are disruptive to the public.
3. CONTRACTOR shall use only sweepers of industrial and municipal size with the capacity to transport debris. ALL sweeper(s) used must be equipped with a water spray system for dust control. The equipment shall have flashing amber lights visible for a minimum of one (1) mile and mounted for three hundred sixty (360) degree visibility and must otherwise comply with the requirements of chapter 316 State Uniform Traffic Control- Florida Statues. The Sweeper must also have an arrow board .
4. In the event of machine failure a replacement machine will finish the work within the allocated time period for that section. If a replacement machine can not be allocated the TOWN must be made aware.
5. The removal, hauling and dumping of debris shall be the sole responsibility of CONTRACTOR. All dumping tickets must be included with contractor's monthly invoice. All removal, hauling, and dumping of debris must be done in accordance with all applicable laws and regulations. All transportation cost and tipping/disposal fees must be the sole expense of the CONTRACTOR. In addition, the CONTRACTOR must report to the TOWN the tonnage that is swept and disposed from the Town on a monthly basis. Failure to submit monthly disposal reports will result in no payment for the work completed for that month.
6. CONTRACTOR must have a supervisor available at all times who may be contacted by TOWN regarding street sweeping services.

7. All work must be documented using the form provided on the Bid Form, failure to do so will result in failure of payment.
8. Contractor to provide a GPS that is able to record all the work conducted. (Example of GPS device: Trackstick® or Pro-Trackstick®) A digital file will be provided to the TOWN at no additional cost. Digital File will be used to evaluate all invoices. The following attributes will be standard in the file:
  - a. Date
  - b. Start Time
  - c. End Time
  - d. Driver's Name
  - e. Truck Number
9. Contractor's Vehicles: Contractor's vehicles shall be in good repair, free from leaking fluids, and properly registered. The Town may require the repair or replacement of equipment as reasonable necessary. All vehicles used by the Contractor to perform the Work under this Contract shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letter legible to the public. No other advertising shall be permitted on the vehicles. Additionally, the Town reserves the right to place a magnetic sign on each vehicle during the period which the vehicle is in service for the Town. These magnetic signs will be provided by the Contractor at the Contractor's expense, TWO (2) maximum signs per vehicle.
10. Sales Tax and Excise Tax: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor under the laws and regulations of the State of Florida, Miami-Dade County and the Town of Cutler Bay. The Town's State Tax exempt status shall not be for the use of the Contractor at any time.
11. No fuels, oils, solvents, or similar materials are to be disposed of in any Catch Basins. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties.

**END OF SECTION**

TAB 8



## Office of the Town Manager

Steven J. Alexander  
Town Manager

### MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 21, 2009

Re: **RFP – VEHICLE REPAIR AND MAINTENANCE SERVICES**

---

#### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR VEHICLE REPAIR AND MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### BACKGROUND AND ANALYSIS

The Public Works Department is responsible for overseeing the Town's Fleet Maintenance Services. The Department desires and it is in the best interest of the Town to contract with the most qualified and experienced contractor/repair facility to provide vehicle repairs and maintenance services on all Town owned/leased vehicles. Funding for this service is included within the Stormwater Utility Fund in the Town's 2008-09 Fiscal Year budget.

Town staff has developed a detailed Request for Proposal (RFP) that will provide repair and maintenance services to all Town owned/leased vehicles. A majority of the existing fleet is currently under the manufacturer's standard warranty.

The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

#### RECOMMENDATION

We recommend that the attached resolution be adopted.

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR VEHICLE REPAIR AND MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's (the "Town") has a diverse fleet of vehicles that are in need of regular service and timely repairs; and

**WHEREAS**, Town Council would like to select local businesses that can provide high quality, cost effective service and repairs to the Town's vehicles; and

**WHEREAS**, Town staff has developed the attached Request for Proposals (Exhibit "A") in order to obtain proposals from companies that provide vehicle repair and maintenance services; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue of a Request for Proposals for vehicle repair and maintenance services, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
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  
REQUEST FOR PROPOSALS  
09-03**

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**VEHICLE REPAIR AND MAINTENANCE SERVICES**

**SUBMITTAL DATE: TBA 3:00 P.M.**

## REQUEST FOR PROPOSALS

### 2009 – XXXX VEHICLE REPAIR AND MAINTENANCE SERVICES

#### TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Replacement & Installation of Sidewalks for the Town of Cutler Bay. **Interested firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposal package. Packages may also be picked up at the following location:**

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

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 3:00 p.m. on TBA and be clearly marked on the outside, **"RFP 09-03 Vehicle Repair & Installation of Sidewalks"**, by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

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

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

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

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Steven J. Alexander  
Town Manager



**PUBLIC WORKS DEPARTMENT**  
**RFP # 09-03**

**VEHICLE REPAIR AND MAINTENANCE SERVICES**

**Scope of Work (summary):** The work covered by this specification consists of furnishing all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Town of Cutler Bay vehicles.

**General Provisions:** The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted or the Town may select more than one contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

**Quality Assurance:** The Town of Cutler Bay may inspect work and reject unsatisfactory or defective material or work at any time during progress of work. The contractor is expected to correct any deficiencies as soon as possible after notification.

**Award of Contract and Disputes:** the Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each bidder agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

## **SCOPE OF WORK (detailed)**

**General Provisions:** The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

The Contractor must have the ability to provide required preventative maintenance and repair service listed below:

**A. Preventative Maintenance**

The Town vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The average annual usage is normally around 10,000 miles for general purposes vehicles.

**B. Repairs and Maintenance**

Provide service/repairs to all common mechanical and electrical systems as needed.

**C. Transport of Vehicles for Service**

- Contractor is responsible for transport (pickup and deliver) of vehicles for all preventative and scheduled services from the following location: Town Hall 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189
- For non-scheduled emergency service, courtesy transportation for customer to and from Town facilities and other locations within Town limits.
- For vehicles not drivable, additional towing charge may be billed upon approval of authorized Town staff.

**D. Conditions on Required Services**

- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
- Wash and vacuum vehicle after each service.

**E. Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the Town staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to Town upon completion, and a billing copy shall be sent to the Town with the monthly statement.
- Actual work/cost above written estimate requires Town approval prior to work start.
- Authorization of work by designated Town Fleet Coordinator or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle and/or license #, make/model
  - Vehicle mileage at time of service/repair
  - Date in/ date out/ time completed
  - Detail type of service, hours, material used, and cost  
Associated with each
  - Subcontracted repair orders containing same information shall  
Be attached to contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within two (2) working days

after notification by the Town.

- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the Town shall be the amount of the subcontractor’s invoice for services performed, or the contract price, whichever is less.

**F. Hours of Operation**

The Town has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

**G. Quarterly Reports of Repairs/Maintenance**

The Contractor shall submit a quarterly report listing all repairs and maintenance performed on each vehicle within 30 calendar days at the end of each quarter.

The report shall contain, at a minimum, the following information for each service provided in table format, submit one (1) hard copy and also one (1) copy of an electronic file (excel or access preferred):

- Work order number, vehicle number, and current mileage
- Service order, date and time
- Service completion, date and time
- Vehicle pick-up and return, date and time
- Service provided and costs (breakdown by labor and material)

**EVALUATION OF PROPOSALS – SELECTION CRITERIA**

**Criteria.....Weight**

1. Price.....**50%**

Proposers should complete section 13 of the attached agreement, enclose in an opaque envelope, and submit as part of their RFP. Price will be evaluated once the other two criteria listed below are completed.

2. Ability, experience, financial resources, location, availability.....**30%**

History of successfully completing contracts of this type, location of company and ease of

access, meeting projected deadlines and experience in similar work, location, hours of operation, the character, integrity, reputation, judgment and efficiency of the Contractor. Sections 9 and 15 of the attached agreement should be submitted to assist with the evaluation of this criterion. The Town may ask to inspect proposer’s facilities as part of this evaluation.

3. Responsiveness of the written proposal.....**20%**  
 Completeness and clarity of all required submittal information contained in RFP package and any supplemental information provided by Contractor that will demonstrate the quality of services. All addenda must be acknowledged as well.

**Total Criteria Weight.....100%**

**Each proposal will be independently evaluated on Factors 1 through 3.**

Below is a list of all Town vehicles that shall be maintained under this bid/contract. Changes to the list may be made at any time such as additional vehicles or replacement vehicles.

YEAR	MAKE	MODEL	VIN #
2009	FORD	ESCAPE (HYBRID)	1FMCU49399KA17883
2009	FORD	ESCAPE (HYBRID)	1FMCU49379KA17882
2008	FORD	PICKUP (F-250 DIESEL)	1FTSX21R78ED85942
2007	CHEVY	TAHOE	1GNFK13077R344346
2007	CHEVY	PICKUP (2500)	1GCHK29K67E506300
2007	CHEVY	PICKUP (1500)	1GCEC14C97Z642875
2007	CHEVY	PICKUP (1500)	1GCEC14C67Z638637
2001	DODGE	PICKUP (2500)	1B7HF13YO1J601283
2000	FORD	CROWN VICTORIA	2FAFP71W8YX102635
1996	DODGE	PICKUP (1500)	1B7HC16X7TS717914
1996	INTL	71 PASS SCHOOL BUS	1HVBDNOTH383207
1996	INTL	71 PASS SCHOOL BUS	1HVBDABNOTH383191
1996	INTL	29 PASS SCHOOL BUS	1HVBBABK5TH383327
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN2TH383189
1996	INTL	29 PASS SCHOOL BUS	1HVBRABK3TH383326

# AGREEMENT FOR PROFESSIONAL SERVICES

## Vehicle Maintenance and Services

THIS AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_, 2009 by and between the Town of Cutler Bay, Dade County, Florida, party of the first part (hereinafter called “TOWN”), and \_\_\_\_\_, party of the second part (hereinafter called “CONTRACTOR”);

### RECITALS:

The TOWN wants to engage the CONTRACTOR to perform certain professional services as described in this Agreement in specific accordance with the Contractors Fee Schedule and with SECTION 2, Scope of Services, in this Agreement. The CONTRACTOR wants to provide such Specified Services in connection with the Maintenance and Repair of Cutler Bay Vehicles.

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

### SECTION 1. DEFINITIONS

- a) Repairs: Shall mean any non-warranty or non-emergency repairs.
- b) Town Vehicle: Shall mean any Town owned or leased vehicle for which the Town is responsible for providing maintenance.
- c) Town: Shall mean the Town of Cutler Bay, Miami-Dade County, Florida.
- d) Town’s Representative: The Town’s representative for the administration of this agreement shall be the Town Manager or his designee.
- e) Contractor: The company selected to perform commercial Town Vehicle Repair and Maintenance Services, other than warranty repairs or emergency repairs.

### SECTION 2. SCOPE OF SERVICES

This AGREEMENT is a franchise to do all commercial Town Vehicle Repair and



Maintenance Services, other than warranty repairs or emergency repairs.

### SECTION 3. TERM

- a) The duration of this AGREEMENT shall be three (3) years from the date of signing of the AGREEMENT by all parties.
- b) This AGREEMENT may be extended for one (1) subsequent year by mutual written consent of both parties given ninety (90) days prior to the expiration of the AGREEMENT.

### SECTION 4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

### SECTION 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 Manager of the Town of Cutler Bay.

### SECTION 6. TERMINATION

This Agreement may be terminated by the TOWN upon five days' written notice with or without cause and by the CONTRACTOR upon 30 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of SECTION 13 of this contract for all acceptable work performed up to the date of termination.

### SECTION 7. LOCATION

The actual repair facility shall be located either within the corporate limits of the Town of Cutler Bay or no further than five miles outside such limits. Timely and efficient access to the maintenance facility by being located closer to the Town may be a consideration in award of this

contract.

**SECTION 8. ADMINISTRATION**

Any and all forms, records and reports required by this AGREEMENT shall be of a form and nature determined by the TOWN and shall be maintained or provided in whatever manner dictated by the TOWN. Such records as may be required to be maintained by the CONTRACTOR, including repair invoices broken down by, vehicle number, labor and parts charges, shall be open to inspection by the TOWN, without notice, at anytime during normal business hours.

All reports required pursuant to this AGREEMENT shall be maintained by the CONTRACTOR and are subject to inspection for at least one (1) year after the termination date of this AGREEMENT. The service records are to be kept by vehicle number for the duration of the contract with copies provided to the TOWN with each invoice.

**SECTION 9. SERVICE AVAILABILITY**

The CONTRACTOR shall provide Vehicle Repair Services a minimum of six days a week, from at least 8:00 a.m. to 5:00 p.m. on normal business weekdays and at least 9:00 a.m. to 1:00 p.m. on normal business Saturdays. Specify the hours and days that service is provided.

DAYS OF SERVICE \_\_\_\_\_

HOURS OF SERVICE \_\_\_\_\_

**SECTION 10. INSURANCE REQUIREMENTS**

During the term of this AGREEMENT the CONTRACTOR shall be required to maintain the following insurance coverage:

Bodily Injury	\$250,000 each person
Bodily Injury	\$500,000 each accident
Property Damage	\$100,000 each occurrence
Automobile Liability	\$100,000 each person
Bodily Injury	\$300,000 each occurrence
Property Damage (Fire/Theft)	\$100,000 each accident
Workers' Compensation	As required by law employer's liability \$100,000 each employee, each accident and \$100,000 each employee/\$500,000 policy limit for disease.

Completed Operations Coverage \$1,000,000 each occurrence

**SECTION 11. APPEALS**

The Town Manager or his designee, shall serve as the TOWN'S Representative in all matters concerning the administration of this AGREEMENT. Any disputes concerning the legitimacy of charges under this AGREEMENT may be appealed to the TOWN'S Representative who shall be authorized to resolve them and whose decision shall be final. Nothing in this provision shall preclude any party from appealing any decision of the TOWN'S Representative to a court of competent jurisdiction.

**SECTION 12. PERFORMANCE REQUIREMENTS**

The CONTRACTOR shall be required to:

- A. Comply with all of the terms and conditions of this AGREEMENT.
- B. Maintain accessibility to the maintenance facility pursuant to the requirements of this AGREEMENT.
- C. Maintain the same level of performance as proposed in the proposal throughout the term of the contract.
- D. Maintain all vehicles per manufacturer's suggested service intervals using only factory recommended parts and products.
- E. Earn and retain their ASE (Automotive Service Excellence) certification.

**SECTION 13. FEEES**

The CONTRACTOR shall agree to bill the TOWN, on a monthly basis detailing the specific services provided, for the collection of all authorized fees allowable under this AGREEMENT. Copies of all signed invoices must be submitted with this bill. The original invoice must be kept on file by the contractor pursuant to SECTION 8.

The CONTRACTOR agrees that the following schedule of fees shall be the maximum amount which CONTRACTOR may charge for Vehicle Repair and Maintenance Services provided by CONTRACTOR as set forth in this AGREEMENT.

**CONTRACTOR'S SCHEDULE OF FEES**

**OIL CHANGE**

**\$ \_\_\_\_\_**

Must include:

- Change the vehicle's oil with required by manufacturer quarts of top quality motor oil\*
- Replace the oil filter with top quality filter\*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

\* Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

**OTHER MAINTENANCE (Include any and all shop supply fees & labor costs)**

REPLACEMENT OF PVC VALVE \$ \_\_\_\_\_

REPLACEMENT OF FUEL FILTER \$ \_\_\_\_\_

**REPLACEMENT OF BRAKES/BRAKE PARTS**

- Front Slotted Disc Brakes (full: - all parts and labor) \$ \_\_\_\_\_
- Rear Disc Brakes (full: - all parts and labor) \$ \_\_\_\_\_
- Rear Drum Brakes (full: - all parts and labor) \$ \_\_\_\_\_
- Turn Brake Drums (per pair) \$ \_\_\_\_\_
- Turn/Cut Rotors (per pair) \$ \_\_\_\_\_
- Replace Rotors (per pair; full: - all parts and labor) \$ \_\_\_\_\_
- Rebuild Wheel Cylinders (each) \$ \_\_\_\_\_
- Rebuild Master Cylinder \$ \_\_\_\_\_
- Flush Brake Fluid \$ \_\_\_\_\_

REPLACEMENT OF AIR FILTER \$ \_\_\_\_\_

RADIATOR FLUSH (Include Fluid) \$ \_\_\_\_\_

AIR CONDITIONING SERVICE (Include 1 lb of Freon) \$ \_\_\_\_\_

SERPENTINE BELT REPLACEMENT	\$ _____
TRANSMISSION (Drain/Replace Fluid/Replace Filter)	\$ _____
TUNE-UP (Including Plugs) any and all shop fees & labor costs)	
• Specify price when bidding for each:	
Four cylinder	\$ _____
Six cylinder	\$ _____
Eight cylinder	\$ _____
Diesel motors	\$ _____
 BATTERY (HD)- HEAVY DUTY	
• Replacement (Must meet manufacturer AMP specifications for vehicle)	\$ _____
• On-board diagnostic inspections	\$ _____
 ALTERNATOR REPLACEMENT	\$ _____
 ALIGNMENTS	
• Front Pair (2 Wheel)	\$ _____
• Rear Pair (2 Wheel)	\$ _____
• Front and Rear (4 Wheel)	\$ _____
 SHOCKS	
• Front	\$ _____
• Rear	\$ _____
 TIRES	
• Repair (specify type of repair: interior patch or equivalent)	\$ _____
• Remove & Replace	\$ _____
• Balance	\$ _____
• Rotate (with inspection of brakes)	\$ _____
• Road repair service for tire repairs/replacement	\$ _____
 COMPUTER DIAGNOSTIC ASSESSMENT	\$ _____

LABOR RATE/HOUR FOR NON-LISTED REPAIRS \$ \_\_\_\_\_

EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HOURS \$ \_\_\_\_\_

EMERGENCY TOWING CHARGE (Flat Rate) \$ \_\_\_\_\_

PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS \_\_\_\_\_%

SECTION 14. SERVICE LEVEL

The CONTRACTOR agrees to provide services according to the vehicle manufacturer's recommended service levels.

SECTION 15. SPECIAL SERVICE

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 16. LICENSING

The CONTRACTOR must maintain a current occupational license to conduct a vehicle repair facility in the Town of Cutler Bay or other jurisdiction where the maintenance facility is actually located and comply with any requirements of such license.

SECTION 17. ENTIRE AGREEMENT

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

SECTION 18. 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: \_\_\_\_\_

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Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

SECTION 21: INDEMNIFICATION

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

SECTION 22. GOVERNING LAW

The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Attest: \_\_\_\_\_

TOWN:

TOWN OF CUTLER BAY  
Steven J. Alexander, Town Manager  
10720 Caribbean Blvd., Suite #105  
Cutler Bay, Florida 33189

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

Steven J. Alexander  
Town Manager

Attest: \_\_\_\_\_

Erika Gonzalez-Santamaria  
Town Clerk



**Campaign Finance Restrictions on Vendors:**

Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.

(E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

(A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

## **Cone of Silence**

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

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

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

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation

- document;
- (6) communications with the Town Attorney and his or her staff;
  - (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
  - (8) any emergency procurement of goods or services pursuant to Town Code;
  - (9) responses to the Town's request for clarification or additional information;
  - (10) contract negotiations during any duly noticed public meeting;
  - (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

**Lobbyist Registration**

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]

**TOWN OF CUTLER BAY**  
**ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #    Date Received


BIDDER: \_\_\_\_\_

(Company Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name & Title)

**Technical Expertise and Specialized Equipment:** As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Town's Representative. Please specify the number of maintenance employees, any special certifications or ratings that they have and any special equipment that is available to service Town Vehicles such as electronic service monitors, diagnostic scanners/computers, front end alignment equipment, etc.

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**References:-** All qualified bidders must submit a list of at least three firms, organizations, or major customers to which they have supplied Vehicle Maintenance Services on a regular basis within the past three years. Along with this information should be supplied the name, address and the phone number of each reference listed.

Reference #1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Any other information that is relevant to the selection criteria described in the RFP may be attached to this document.**

**TOWN OF CUTLER BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF MIAMI-DADE         }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_







# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposers Signature

\_\_\_\_\_  
Date

**TOWN OF CUTLER BAY**  
**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

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

by \_\_\_\_\_

**[print individual's name and title]**

for \_\_\_\_\_

**[print name of entity submitting sworn statement]**

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(type of identification)

\_\_\_\_\_  
(Printed, typed or stamped Commissioned  
name notary public)

**TOWN OF CUTLER BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

ATTN: \_\_\_\_\_  
Name and Title

PROJECT: **VEHICLE REPAIR AND MAINTENANCE SERVICES**

Gentlemen:

This is to advise that the Town of Cutler Bay (the "Town") intends to award the Agreement for the above referenced Project as a result of your Bid of: \_\_\_\_\_ (\$\_\_\_\_\_) submitted to the Town of Cutler Bay (Town) on **TBA.**

Four (4) sets of the Agreement Documents for this Project are attached. Each set contains an unexecuted Agreement and the requirement for providing the Performance Bond for the Project. Please execute all copies of the Agreement and attach a copy of the Performance Bond to each Agreement and return to our office within ten (10) consecutive days for final execution by the Town.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Agreement with satisfactory Performance Bond attached is not executed and delivered to the Town and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from **TBA.**

Sincerely yours,

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

**TOWN OF CUTLER BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

ATTN: \_\_\_\_\_  
Name and Title

PROJECT: Roadway Resurfacing and Miscellaneous Drainage Improvements  
Town of Cutler Bay

Gentlemen:

One executed copy of your Agreement for the above Project has been forwarded to you through the Town's Consulting Engineers. The Commencement date is \_\_\_\_\_, 2009.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

Sincerely,

Steven J. Alexander  
Town Manager

cc: Rafael G. Casals- Public Works Director (Town of Cutler Bay)

TAB 9



## MEMORANDUM

**To:** Mayor, Vice Mayor and Council Members  
**From:** Steven Alexander  
**Date:** January 15, 2009  
**Re:** **RFP FEDERAL REPRESENTATION**

### REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN RFP SOLICITING PROPOSALS FROM RESPONSIBLE PROPOSERS TO PROVIDE FEDERAL REPRESENTATION SERVICES TO PERFORM WORK ON BEHALF OF THE TOWN TO ENHANCE ITS FEDERAL PRESENCE AND FEDERAL LEGISLATIVE AND FUNDING AGENDAS; AND PROVIDING FOR AN EFFECTIVE DATE.

### BACKGROUND AND ANALYSIS

The Town seeks to retain the services of a legislative consultant for matters in which the Town may need professional services and advocacy before the United States Congress, federal administrative agencies, executive branch agencies and departments and other entities of the United States government. Such services shall include but are not limited to attending legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings as well as meetings with individual legislators, legislative staff and executive branch personnel.

Additional services shall include but not be limited to: scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with terms, conditions and specifications contained in the contract.

The successful proposer shall agree to be available at all times upon reasonable request to meet with the Town Council, Town staff, and others as specified in order to perform the responsibilities assigned and to attend meetings with executive branch, cabinet, congressional and federal agency personnel on matters that directly or indirectly may affect the Town. It is expected that the successful proposer will review and understand executive agency, congressional and committee agendas in order to assist the Town to strategically seek funds and further favorable legislation and executive action.

Legal services of the type normally performed by attorneys are not a required part of the proposed contract and proposers need not be admitted to the practice of law. However, the Town will expect the consultant to understand congressional bills, laws and proposals and proposed agency rulemaking and have the ability to interpret their legal and practical implications and advise the Town accordingly.





**Office of the Town Manager**

**RECOMMENDATION**

It is recommended that the Town Council approve the RFP for Professional Services.

**RESOLUTION NO. 09-\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO FEDERAL REPRESENTATION FOR THE TOWN; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR FEDERAL REPRESENTATION SERVICES FOR THE TOWN OF CUTLER BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) and the lives of its residents is in large part governed by the decisions made by Federal elected officials and staff, and correspondingly has an interest in helping to shape policies and laws at the Federal level; and

**WHEREAS**, the Town and its contemplated capital projects additionally have the potential to benefit from appropriations from the Federal government, especially in light of the economic stimulus package proposed by the incoming administration; and

**WHEREAS**, the Town Council desires to seek representation at the Federal level that would include but not be limited to attending legislative committee hearings and meetings, rule making proceedings or other administrative or legislative agency meetings as well as meetings with individual legislators, legislative staff and executive branch personnel.; and

**WHEREAS**, Town staff has developed the attached Request for Proposals (Exhibit “A”) in order to obtain proposals from entities that can provide Federal representation services; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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. Authorization.** The Town Manager is authorized to advertise and issue of a Request for Proposals for Federal representation services, in substantially the form attached hereto as Exhibit “A,” on behalf of the Town.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Attest:

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

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

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

**RFP # 09-02**

**FEDERAL LOBBYIST SERVICES**



**DUE DATE: February 26, 2009**

**DUE TIME: 10:00 A.M.**

Office of the Town Clerk  
10720 Caribbean Blvd. – Suite 105  
Cutler Bay, FL. 33189  
(305) 234-4262

**TOWN COUNCIL  
TOWN OF CUTLER BAY  
REQUEST FOR PROPOSALS**

Sealed Proposals will be received at the Office of the Town Clerk, 10720 Caribbean Blvd – Suite 105, Cutler Bay, FL. 33189 until 10:00 AM local time on February 26, 2009, for the following:

**RFP # 09-02**

**Federal Lobbyist Services**

RFP documents may be obtained via the Internet at the Town of Cutler Bay's website at <http://www.cutlerbay-fl.gov>. If you do not have Internet access, you may obtain the document by contacting the Office of the Town Clerk, 10720 Caribbean Blvd – Suite 105, Cutler Bay, FL. 33189, (305) 234-4262.

RFPs may be either mailed or hand delivered to the Office of the Town Clerk, 10720 Caribbean Blvd – Suite 105, Cutler Bay, FL. 33189. Any RFP'S received after the above stated time will be returned to the bidder unopened.

The Town reserves the right to waive any informalities or minor irregularities; reject any and all bids/proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the Town.

For Bids, RFPs, Bid Results, and other information visit the Town of Cutler Bay's website at <http://www.cutlerbay-fl.gov/>

The Town of Cutler Bay is an Equal Opportunity/Affirmative Action Employer.

Town Council  
The Town of Cutler Bay, Florida  
By: Erika Gonzalez-Santamaria, Town Clerk

**ISSUED: JANUARY 23, 2009**

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## GENERAL INFORMATION

### PART I

#### 1-1 DEFINITIONS

For the purposes of this Request for Proposals (RFP):

**Proposer** shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

**Town** shall mean The Town of Cutler Bay and any staff, elected officials, and/or appointed committee members.

#### 1-2 INVITATION TO PROPOSE; PURPOSE

The Town Council, The Town of Cutler Bay, Florida (the "Town") solicits proposals from responsible Proposers to provide Federal Lobbyist Services to perform work on behalf of the Town to enhance its federal presence and federal legislative and funding agendas.

#### 1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Town of Cutler Bay  
Office of the Town Clerk  
10720 Caribbean Blvd – Suite 105  
Cutler Bay, FL. 33189  
(305) 234-4262

#### 1-4 CONTRACT AWARDS

The Town Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Town and a written agreement or contract is approved by both the Town and the successful Proposer.

The Town reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

#### 1-5 DEVELOPMENT COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

#### 1-6 INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Town of Cutler Bay  
Erika Gonzalez-Santamaria, Town Clerk  
10720 Caribbean Blvd – Suite 105  
Cutler Bay, FL. 33189  
(305) 234-4262

The Town will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the proposals.

The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will mail or fax written addenda at least 5 working days before the date fixed for receiving the proposals to any potential proposer who has provided their contact information to the Clerk. The Town will send written addenda by fax or e-mail to all Proposers who have registered their contact information with the Clerk. In the event that the town issues an addendum later than five working days before the scheduled due date, the town will extend the due date to at least 5 working days after the last addendum.

#### 1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

- ♣ RFP issue date: January 23, 2009.
- ♣ The Town must receive all proposals by 10:00 AM on February 26, 2009.
- ♣ Subsequent to 10:00 AM on February 26, 2009, the Town staff will review and evaluate the proposals.



1-8 DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will notify registered Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The Town will receive proposals at the following address:

Town of Cutler Bay  
Office of the Town Clerk  
10720 Caribbean Blvd – Suite 105  
Cutler Bay, FL. 33189  
(305) 234-4262

To facilitate processing, please mark the outside of the envelope as follows: "RFP# 09-02 Federal Lobbyist Services". The envelope shall also include the Proposer's return address.

Proposers shall submit one original and ten copies of the proposal in a sealed, opaque envelope marked as noted above. The Proposer may submit the proposal in person or by mail.

**THE TOWN MUST RECEIVE ALL PROPOSALS BY  
10:00 AM, February 26, 2009.**

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 234-4262 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the Town and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the Town as non-responsive or irregular. However, the Town reserves the right to waive

any irregularities, technicalities or informalities in any proposal. The Town reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Town or who has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. The Town reserves the right to reject all proposals at any time with or without cause.

#### 1-11 ADDENDA

If revisions become necessary, the Town will provide written addenda at least five working days prior to the opening date to all Proposers who receive the RFP. Any changes to the RFP will be made available for all registered proposers to receive provided that they have provided adequate contact information to the Clerk. Although we will make an attempt to notify each prospective proposer of the addendum, it is the sole responsibility of the proposer to remain informed as to any changes to the RFP.

#### 1-12 EQUAL OPPORTUNITY

The Town recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The Town requests minority and women business enterprises to submit evidence of such classification with their proposals.

#### 1-13 ORAL PRESENTATION

At its discretion, the Town may require any Proposer to make an oral presentation of the proposal.

#### 1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the Town.

### **STATEMENT OF WORK**

#### **PART II**

#### **GENERAL INFORMATION/OBJECTIVE**

The Town seeks to retain the services of a legislative consultant for matters in which the Town may need professional services and advocacy before the United States Congress, federal administrative agencies, executive branch agencies and departments and other entities of the United States government. Such services shall include but are not limited to attending legislative committee hearings and meetings, rule making

proceedings or other administrative or legislative agency meetings as well as meetings with individual legislators, legislative staff and executive branch personnel.

Additional services shall include but not be limited to: scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services, in accordance with terms, conditions and specifications contained in the contract.

The successful proposer shall agree to be available at all times upon reasonable request to meet with the Town Council, Town staff, and others as specified in order to perform the responsibilities assigned and to attend meetings with executive branch, cabinet, congressional and federal agency personnel on matters that directly or indirectly may affect the Town. It is expected that the successful proposer will review and understand executive agency, congressional and committee agendas in order to assist the Town to strategically seek funds and further favorable legislation and executive action.

Legal services of the type normally performed by attorneys are not a required part of the proposed contract and proposers need not be admitted to the practice of law. However, the Town will expect the consultant to understand congressional bills, laws and proposals and proposed agency rulemaking and have the ability to interpret their legal and practical implications and advise the Town accordingly.

## **2-1 SCOPE OF SERVICES**

**A.** Review on a continuing basis all existing and proposed Federal policies, programs and legislation affecting the Town. Identify those issues that may affect the Town or its citizens, and regularly inform the Town as to such matters, both orally and in writing. Provide legislative expertise and consulting services.

**B.** Review the legislative policy statements of other governments and lobbying groups for the purpose of identifying issues, which may either positively or negatively affect the Town.

**C.** Assist the Town Manager and staff in the coordination and development of the Town's legislative program. These issues may include: public safety, law enforcement, business attraction and retention, infrastructure improvements, telecommunications, transportation, environmental, affordable housing, economic development, revenue enhancement, mandates and other issues.

**D.** Monitor federal legislative committee meetings, agencies hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the Town's adopted legislative program are considered, as well as

others that may arise that affect the Town.

**E.** Work with the Town Manager and staff to develop special or general legislation in keeping with, or supportive of, the Town's adopted legislative program.

**F.** Develop and evaluate strategy for support, opposition or amendment of pending legislation.

**G.** Testify and lobby before the Congress, executive branch and cabinet as necessary on behalf of the Town during the annual legislative session, extended or special sessions(s) at legislative committee meetings and during floor debate in both houses of Congress.

**H.** Appear and testify before federal agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation or rules affecting the Town or its citizens, and specific legislation contained in the Town's legislative program.

**I.** Upon request, coordinate appointments/meetings between the Town Council or other Town staff, and appropriate federal officials and legislators.

**J.** Prepare and submit reports that may included but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, and other federal policies or programs that affect the Town and its citizens either directly or indirectly. Written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Town staff or Council may implement. A report summarizing the status of the Town's legislative priorities shall be provided within one week of the closing of the regular or extended session and a more detailed final written report on specific legislation and new requirements affecting the Town shall be provided within a reasonable time period, not to exceed thirty days from the close of session.

**K.** Prepare and submit periodic written reports (at least monthly) during those months that the Congress is not in session, on issues of interest or concern to the Town. Such information may include, but not limited to action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

**L.** Upon request by the Town, assist the Town in coordinating applications and obtaining federal grants. The consultant is not expected to prepare grant applications.

Consultant shall perform the scope of services as contained in the RFP. The scope of

services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by Town Manager.

## **2-2 EXPERIENCE REQUIREMENTS**

Proposers must demonstrate considerable relevant experience with this type of work, and should emphasize their experience, working knowledge of the Town and South Florida issues, and capability of the particular principal and personnel who will actually be assigned to the Town.

Consultants shall possess or have continual and immediate access to legal and legislative expertise sufficient to execute all tasks and responsibilities in a thorough, competent and professional manner. In order to be considered, a proposal shall demonstrate that it has at least five (5) clients that have contracted with it for the same or similar services within the last three years, including at least one client represented within Miami-Dade and Broward Counties.

Consultant shall provide the Town with a current written listing of all its clients. This list must be kept current at all times during the contract period and any extension terms. The consultant shall notify the Town of any new client(s) within ten days of retention by the new client. The written notice may be in the form of a facsimile or e-mail to the Town Manager, or designee.

Consultant shall have and retain office space in Washington, D.C. during the term of this contract, which will be accessible to the Town, if needed. Consultant shall provide adequate legislative, clerical and technical support to the Town, if needed.

## **2-3 FEE COMPENSATION**

Each proposer shall propose its fee as a firm, fixed annual fee which shall include all expenses, including travel and other costs, for the services as outlined in this RFP. The consultant's contract, if awarded, shall include such fee and shall provide that the consultant shall invoice the Town in equal monthly installments. Invoices shall detail services rendered during the preceding month, payable in arrears.

# **INSTRUCTIONS FOR PREPARING PROPOSALS**

## **PART III**

### **3-1 REQUIRED DECLARATIONS**

The proposal must disclose all persons or entities with an interest in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

### 3-2 PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Proposers shall prepare their proposals using the following format:

**A. Letter of Transmittal**

This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the proposer must sign the letter of transmittal.

**B. Title Page**

The title page shall show the name of proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFP # 09-01 Appropriations and Intergovernmental Consulting."

**C. Table of Contents**

Include a clear identification of the material by section and by page number.

**D. Organization Profile and Qualifications**

This section of the proposal must describe the proposer, including the size, range of activities, and experience providing similar services. Each proposer must include documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the states of the United States. The proposer must describe its expertise in and experience with provision of services similar to those that will be required by the Town. The proposal must describe the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work. The proposer shall provide the Town with the resumes and professional qualifications of all primary individuals. The proposals must also include recent and pertinent references, including contact name, telephone number and address.

**E. EXPERIENCE**

1. Give the general background and experience of the proposing firm.

2. Attach a summary showing the proposer's organization and principal staff members who will be involved in the Town's engagement. Provide resumes of such principal staff members. Identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
3. Describe the firm's background and experience relating to both state and federal lobbyist services as well as federal government affairs consulting. Provide a list of client references delineating what type of services were performed for each client.
4. Describe previous experience relating to testifying before the United States Congress and other hearings.
5. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include represented agencies references, the time the firm was engaged and a list of accomplishment for each.
6. The proposer shall list and describe recent experience related to the successful securing federal appropriations dollars for municipalities and other local governmental or quasi-governmental agencies, if applicable.

**G. Approach to Providing Services**

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

**H. Compensation**

The proposal shall include a fee schedule for the services as described in section 2-3 above (Form "A" attached).

**I. Additional Data**

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

## **EVALUATION OF PROPOSALS**

### **Part IV**

#### **4-1 EVALUATION METHOD AND CRITERIA**

**A. General**

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including shareholders and principals and

senior management before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and proposers. The Town's decisions will be final.

The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

1. verification of availability of qualified personnel;
2. past performance records;
3. ability to meet set standards;
4. qualifications of Proposer;
5. expertise of personnel;
6. technical soundness of proposal;
7. time frames;
8. past contracts with other governmental jurisdictions;
9. related experience in South Florida;
10. references;
11. financial resources and capabilities.

#### **B. Selection**

The Town Manager may conduct the selection process, or at the option of Town Manager, it may be referred to a selection committee (the "Committee").

Either the Town Manager or the Committee will review all proposals received and establish a list of selected proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Council and the Town Council shall make a final award. The Committee or the Town Manager may request oral presentation from the proposers.

At the option of the Town Council, either the Town Manager or the Committee shall attempt to negotiate a contract with the most qualified proposer at compensation, which is fair, competitive and reasonable. If the Committee or the Town Council is unable to negotiate a satisfactory contract with the highest ranked proposer, negotiations with that Proposer shall be terminated and the Committee or the Town Manager shall attempt to negotiate a contract with the next highest ranked qualified proposer and so on. If the Town Manager or the Committee is not successful in negotiating a satisfactory contract with any of the proposers deemed to be qualified, the Town Manager or the Committee shall select additional proposers in order of their qualifications and continue negotiations until an agreement is reached. If no agreement can be reached, the Town Manager may reject all proposals and may re-advertise for new proposals.



## V. SUBMISSION OF PROPOSAL

A. Incurred Expenses:

The Town is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in this Request for Proposals.

B. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

C. Request for Modification: The Town reserves the right to request that the proposer modify his or her proposal to more fully meet the needs of the Town.

D. Proposal Acknowledgment:

By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

E. Request for Additional Information:

The proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Cutler Bay Police Department.

F. Acceptance/Rejection/Modification to Proposals:

The Town reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the proposals.

G. Proposals Binding:

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

H. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP, which differs from the approach set forth in the solicitation.

An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal.

Alternate proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

I. Addendum or Amendment to Request for Proposal:

If it becomes necessary to revise or amend any part of this RFP, the Town's purchasing director will furnish the revision by written addendum to all prospective proposers who requested and received an original RFP from the Town. However, the Town shall not be responsible for insuring that each potential proposer obtains a copy of each addendum.

J. Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the proposal.

K. Form of Contract

Any award made shall be subject to execution of a contract in a form and substance which is approved by the Town Attorney.

L. Proprietary Information:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that this RFP and the responses are considered public records and will be disclosed by the Town if a public records request for them is made.

All proposals received from proposers in response to this RFP will become the property of the Town and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the property of the Town.

**VI. CONE OF SILENCE:**

- A. Notwithstanding *any* other provision of these specifications, the provisions of Section 2.11.1 "Conflict of Interest and Code of Ethics Ordinance," as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable

to this purchase transaction as well as the towns purchasing ordinance, Ord. 06-22. The "Cone of Silence" prohibits the following activities:

1. Any communication regarding this RFP between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town 's professional staff including, but not limited to, the Town Manager, and his or her staff; and
  2. Any communication regarding this RFP between the Mayor, Town Council members or their respective staffs and any member of the Town 's professional staff including, but not limited to, the Town Manager and his or her staff.
- B. The prohibitions do not apply to communications with the Town Attorney and his or her staff. Further, the "Cone of Silence" shall not be applicable to duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation.
- C. The "Cone of Silence" is imposed upon this RFP after the advertisement of said RFP. Pursuant to the Town's purchasing ordinance, the cone of silence shall terminate at the meeting at which the Town Council considers the Town Manager's written recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review, at which time the cone of silence shall automatically be reimposed.
- D. The "Cone of Silence" shall not apply to:
1. oral communications at pre-bid conferences;
  2. oral presentations before selection committees;
  3. contract negotiation during any duly noticed public meeting;
  4. public presentations made to the Town Council during any duly noticed public meeting; or
  5. communications made in writing at any time to a Town employee, official or member of the Town Council, unless specifically prohibited by the RFP documents. The bidder or proposer shall file a copy of any such written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.

- E. Please contact the Town Attorney for any questions concerning "Cone of Silence" compliance. The Town Attorney may be contacted as follows:

Mitchell Bierman  
Weiss Serota P.L.  
2525 Ponce de Leon Blvd, Suite 700  
Coral Gables, Florida 33134  
Phone 305-854-0800  
Facsimile 305-854-2323  
mbierman@wsh-law.com

- F. Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Town's purchasing director, in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, submitted within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective proposers who have requested and received the RFP from the Town Clerks office no later than five (5) days before the date set for receipt of proposals.
- G. It will be the responsibility of the proposer to contact the purchasing director's office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

1. Direct inquiries to:  
PURCHASING DIRECTOR  
Town of Cutler Bay  
10720 Caribbean Blvd.  
Cutler Bay, FL. 33189  
Telephone: (305) 234-4262

- I. Other Matters:

1. Protests, appeals and disputes:

The results of the evaluation and reranking of proposals shall be posted in the purchasing department, 10720 Caribbean Blvd., Suite 105, Town of Cutler Bay, Florida, 33189 ten (10) working days prior to the scheduled award by the Town Council. Any protest must be submitted in writing to the purchasing director with a copy to the Town Clerk no later than five (5) working days prior to the scheduled award by the Town Council. Should the matter not be resolved to the satisfaction of the proposer, the appeal shall be heard by the Town Council. The

purchasing director shall act as the Town's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the purchasing director shall be null and void.

7. Ethics, Lobbyist Registration and Conflicts of Interest

Pursuant to Section 7.6 of the Town charter, proposers must disclose in writing all persons or entities authorized to lobby the Town on their behalf and all lobbyists must register with the Town Clerk. Additionally, any vendor of services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a candidate who is elected to office in the Town must disclose said contribution. Failure to make the required disclosure may result in debarment of the vendor.

J. PROPOSER'S CERTIFICATION FORM:

Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal.

The failure of a proposer to submit this document will be cause for rejection of the proposal.

The form must be acknowledged before a notary public with notary seal affixed on the document.

## PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town of Cutler Bay or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Name of Business	State of _____ Sworn to and subscribed before me this _____ day of _____, 2009.
By: _____ Signature	Notary Public  _____
_____ Print Name and Title	My Commission Expires:
_____ Mailing Address	

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Form A

Town of Cutler Bay RFP # 09-01 for Federal Lobbyist Services

Form A—Price Proposal Form

Name of Proposer: \_\_\_\_\_

Name of authorized representative of proposer: \_\_\_\_\_

Annual fee for services inclusive of all professional fees, costs and expenses:

\$\_\_\_\_\_ per annum.

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

\_\_\_\_\_ as \_\_\_\_\_  
Name Title

Witness or Notary Public: \_\_\_\_\_

TAB 10





## MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 21, 2009

Re: **STATE OF FLORIDA EMERGENCY MANAGEMENT PERFORMANCE GRANT  
(EMPG) GRANT AWARD**

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### REQUEST

**A RESOLUTION OF THE TOWN COUNCIL OF CUTLER BAY FLORIDA, ACCEPTING GRANT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

The State of Florida's Division of Emergency Management, on a yearly basis, provides funding opportunities to local governments for Municipal Emergency Management Programs. On February 8, 2008, Town staff submitted a detailed grant application for the retro-fitting of the Cutler Ridge Park recreation center. The Town's building retro-fitting project met all of the criteria for the State's Emergency Management Performance Grant (EMPG). The submitted project consists of retro-fitting the existing Cutler Ridge Park recreation center, in order to serve as the Town's Emergency Operation Center (EOC).

In anticipation of the EMPG Grant funding availability, the Town completed a Building Evaluation Study (completed by FJ Engineering Inc.) on November 2007. The study included on-site structural inspections, review of the building's "as-built" drawings, and structural evaluations by a certified Structural Engineer. The following is a summary of the recommended structural retro-fits: Upgrading existing windows & doors, replacement of roof and wall connectors, re-nailing existing roof material, and upgrades to existing foundation & walls. The total estimated costs to complete the recommended retro-fitting are \$140,000.

The EMPG Grant awarded will fund \$50,000 (maximum award-per applicant). The remainder of the funds (\$90,000) was included in the Town's 2008-09 fiscal year Budget.

### RECOMMENDATION

We recommend that the attached resolution accepting the EMPG Grant and authorizing the Town Manager to execute the agreement be approved.

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF CUTLER BAY FLORIDA, ACCEPTING GRANT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in February of 2008, the Town of Cutler Bay (“Town”) Public Works Department applied for a State of Florida Emergency Management Performance Grant, through the Division of Emergency Management (DEM); and

**WHEREAS**, the grant application was submitted to address the need to retrofit the Cutler Ridge Park Recreational Building in order to allow it to serve as the Town’s emergency operations center; and

**WHEREAS**, the grant amount is \$50,000, and the remaining grant match by the Town of \$90,000 was included in the 2008-09 operating budget, for a total cost of \$140,000 for the emergency operations center project; and

**WHEREAS**, the Town and DEM desire to enter into an agreement awarding emergency operations center funds to the Town upon the terms of the agreement which is attached hereto and made part hereof; and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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 Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Grant Accepted.** The “State of Florida Emergency Management Performance Grant” relating to the award of a state emergency operations center 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 \_\_\_\_\_ 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Cutler Bay, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin August 1, 2008 and shall end July 31, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 shows the Federal resources awarded through the Division 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 Division. 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 paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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 chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

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

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.



(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Jenene Helms  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-413-9920  
Fax: 850-488-7842  
Email: [Jenene.helms@em.myflorida.com](mailto:Jenene.helms@em.myflorida.com)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Rafael Casals  
Town of Cutler Bay  
10720 Caribbean Boulevard  
Cutler Bay, Florida 33157  
Telephone: 305-234-4262  
Fax: \_\_\_\_\_  
Email: [rcasals@cutlerbay-fl.gov](mailto:rcasals@cutlerbay-fl.gov)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes and Regulations

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$50,000**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

\_\_\_\_\_ An advance payment of \$\_\_\_\_\_ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.



(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**TOWN OF CUTLER BAY**

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

Name and title: \_\_\_\_\_

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

FID# \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

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

Name and Title: W. Craig Fugate, Director, Division of Emergency Management

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

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: U. S. Dept. of Homeland Security/Federal Emergency Management Agency

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance

Award amount: \$50,000

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grants

*The recipient must comply with the requirements outlined in:*

*Fiscal Year 2007 – Emergency Management Performance Grant: Supplemental Guidance*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A**  
**Scope of Work**

The information and representations contained in the grant application submitted to the Department by the Recipient and evaluated pursuant to Rule Chapter 9G-19, Florida Administrative Code, are hereby incorporated by reference into this Agreement.

If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it must notify the Department and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services that will provide the same benefit as the approved project, then the Department may approve the use of the unexpended funds.

**I. SCOPE OF WORK**

The Recipient is to utilize the funds provided in this grant (\$50,000) plus a locally provided cash match (\$87,500), to upgrade and make impact-resistant the windows, doors, and roof sheathing of the Cutler Ridge Park recreational building (10100 SW 200<sup>th</sup> Street) from the requirements of the South Florida Building Code (2001) to meet the current Florida Building Code – High Velocity Hurricane Zone Requirements. The intent is to use the facility as a city Emergency Operations Center (EOC). In particular, the Recipient is to repair and reinforced the masonry walls, upgrade the roofing system uplift resistance (to include new hurricane straps), and the upgrade the windows, doors and the roof sheathing to meet current codes.

**II. PRODUCT ITEMS**

- A. Prior to dispersal of funds, the Recipient shall provide a letter signed by a licensed engineer, architect or local Building Official stating that the finished floor level of the building is located above the Base Flood Elevation of the flood zone where the building is located.
- B. The Recipient shall provide a copy of the Building Permit and Certificate of Occupancy –for this project- as appropriate.
- C. The Recipient shall provide copies of the certifications (Miami-Dade Notice of Acceptance- NOA's) of the window/door protective systems selected, demonstrating that they meet/exceed the High Velocity Hurricane Zone Requirements.
- D. The Recipient shall provide a letter signed by a licensed engineer, or architect stating that the building, upon work completion, meets the requirements of the 2004 Florida Building Code- High Velocity Hurricane Zone Requirements or more current version.
- E. The Recipient shall provide exterior digital photos showing the window/door systems installed.

**III. SCHEDULE OF WORK AND PAYMENTS**

(if the project will need 4 quarters, this may be an option for work to be scheduled for review and reimbursement. The project may not need the allotted quarters for completion. This is just an example to follow):

- A. By the end of the first quarter, the Recipient shall provide Product Item II.A, prior to the dispersal of any funds.
- B. By the end of the second quarter, the Recipient shall provide Product Item II.B.
- C. By the end of the last quarter, the Recipient shall provide Product Items II.C. – II.E.

The Recipient will provide a match of \$50,000 or 50% of the project cost. The match will consist of Fixed Capital Outlay as identified in the project proposal. All of the match will be expended during the contract period of August 1, 2008 to July 31, 2009.

**Attachment B**

**Budget**

**Proposed Budget**

<b>EXPENDITURE CATEGORIES</b>	<b>Cash Match A</b>	<b>In-kind Services Match B</b>	<b>Total Grantee Cost A+B=C</b>	<b>EMPA Award D</b>	<b>Total Project Cost C+D=E</b>
1. SALARY AND BENEFITS					
2. OTHER PERSONAL / CONTRACTUAL SERVICES					
3. ADMINISTRATIVE EXPENSES					
4. EXPENSES					
5. OPERATING CAPITAL OUTLAY					
6. FIXED CAPITAL OUTLAY					
<b>TOTAL EXPENDITURES</b>				<b>\$</b>	
PERCENTAGES	A%	B%	C%	D%	E%

NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:

**Note: Use as many specific line item entries as are needed to thoroughly explain anticipated costs.**

**Attachment C**  
**Program Statutes and Regulations**

**Program Statutes and Regulations, and Program Requirements**

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

**Attachment D**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

**NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 200__	(B) FFY 200__	(C) FFY 200__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.



**MAXIMUM ADVANCE ALLOWED CALCULATION:**

Cell D3	X	\$	DEM Award (Do not include any match)	=	MAXIMUM ADVANCE
---------	---	----	---	---	--------------------

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- [ ] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.  
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	200____-200____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances:**

**Attachment E**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment F**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

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

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment G**  
**Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
  
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
  
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
  
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
  
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



**Office of the Mayor and Town Council**

Edward P. MacDougall  
Vice Mayor

February 5, 2008

Florida Division of Emergency Management  
Attn: EMPATF Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Dear Program Manager:

The Town of Cutler Bay is proposing to refurbish the Cutler Ridge Park Recreational Building in order to utilize this facility as the Town's Emergency Operational Center. As the Mayor of Cutler Bay, I fully support this initiative as is apparent in the preliminary steps that have already occurred. The Town has hired and received an engineering report by an independent engineering firm (F.J. Engineering, Inc.), this report discusses the feasibility of refurbishing the facility in order to comply with the recommendations and requirements of the Florida Building Code. This report provided us with the groundwork for this proposal.

The cost to refurbish this center is \$140,000.00. The Town of Cutler Bay is requesting \$50,000.00 from the Trust Fund, which is 35% of the total cost. The remaining \$90,000.00 or 65% of the total cost will be funded through the Town of Cutler Bay, General Fund.

No other persons, companies, organization or parties are involved in this proposal, other than the previously mentioned Engineering Firm. This application was not prepared with collusion with any other entity submitting an application; this application is in all respects, fair and in good faith, without fraud or collusion; and as the Mayor of Cutler Bay I have the full authority to bind the Town of Cutler Bay to this application and commitment.

Sincerely,

  
Edward P. MacDougall

Vice Mayor, Town of Cutler Bay

**Town of Cutler Bay**

10720 Caribbean Boulevard • Suite 105 • Cutler Bay, FL 33189  
Office (305) 234-4262 • Fax (305) 234-4251  
[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)



FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
EMPG ~~EMPA~~ COMPETITIVE GRANT APPLICATION  
ATTACHMENT 1 - TITLE PAGE

TITLE OF PROJECT Cutler Bay Emergency Operational Center

AMOUNT REQUESTED FROM STATE \$ 50,000

AMOUNT MATCHING FUNDS COMMITTED \$ 90,000 CASH  
\$ \_\_\_\_\_ IN-KIND

This is an application for a competitive grant under (indicate ONLY one):

- 1) Emergency Management Competitive Grant Program, or  
 2) Municipal Competitive Grant Program

The application is submitted for consideration in the following category (select ONLY one):

- 1) A project that will promote public education on disaster preparedness and recovery issues.  
 2) A project that will enhance coordination of relief efforts of statewide private sector organizations, including public-private business partnerships.  
 3) A project that will improve the training and operations capabilities of agencies assigned lead or support responsibilities in the State Comprehensive Emergency Management Plan.  
 4) A project that will otherwise further state and local emergency management priorities identified in the Notice of Fund Availability.

APPLICANT INFORMATION:

Name of Organization: Town of Cutler Bay  
Address of Organization: 10720 Caribbean Blvd.  
Cutler Bay, FL 33157  
E-mail address of Organization: info@cutlerbay-fl.gov  
Name of Chief Elected Official: Paul Vrooman  
Name of Chief Administrative Officer: Steven Alexander  
Name of Applicant Contact: Rafael G. Casals  
Title of Applicant Contact: Director of Public Works  
Telephone Number of Applicant Contact: 305-234-4262  
E-mail address of Applicant Contact: rcasals@cutlerbay-fl.gov  
Federal Employee Identification (FEID) Number: 020768791

AUTHORIZED SIGNATURE [Must comply with 9G-19.008(7), F.A.C. , or application will not be scored]

Signature: 

Title: Mayor, Town of Cutler Bay

If delegation of signature authority is submitted with this application, attach it to this page.

### **Section 1.4 Powers.**

(A) The Town shall have all available governmental, corporate and proprietary powers and may exercise them except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Town to grant to the municipal government established by this Charter the broadest exercise of home rule powers permitted under the Constitution and laws of the State of Florida, and the Miami-Dade County Charter as amended from time to time.

(B) The only limitation concerning alienability of Town owned property is that there shall be no sale, exchange or lease in excess of five (5) years of any park property while it is being used for public purpose unless such sale, exchange or lease is approved by a majority vote at the next regularly scheduled election of the voters of the Town. This provision shall not apply to any valid written contractual obligations entered into prior to the effective incorporation date of this Town nor shall it apply to any Town owned educational facility, library property or parking facility not located in a park or any utility or access easements or rights-of-way. This provision is intended to restrict sales, exchanges or leases and shall not be applicable to any operating, management or other agreements.

### **Section 1.5 Construction.**

This Charter and the powers of the Town shall be construed liberally in favor of the Town.

## **ARTICLE II. MAYOR, VICE-MAYOR AND TOWN COUNCIL**

### **Section 2.1 Mayor and Vice-Mayor.**

(A) *Powers of the Mayor.* The Mayor shall preside at meetings of the Council and be a voting member of the Council. In addition, the Mayor shall have the following specific responsibilities:

- (1) The Mayor shall present a State of the Town address annually.
- (2) The Mayor shall be recognized as head of the Town government for all ceremonial purposes, for purposes of military law, and for service of process.
- (3) The Mayor shall be the official designated to represent the Town in all dealings with other governmental entities.
- (4) The Mayor shall execute contracts, deeds and other documents on behalf of the Town as authorized by the Council.

~~(B) Vice-Mayor.~~ During the absence or incapacity of the Mayor, the Vice-Mayor shall have all the powers, authority, duties and responsibilities of the Mayor.

## **Section 2.2 Town Council.**

There shall be a Town Council (the "Council") vested with all legislative powers of the Town. The Council shall consist of the Mayor, Vice-Mayor, and three Residential Council members ("Council members"). The Town Council shall have the power to pass all such ordinances and resolutions which are not contrary to this charter, the Home Rule Charter of Miami-Dade County, the Constitution of the State of Florida or its laws. The Council shall not enact any ordinance or resolution that in any way infringes on the rights of its citizens as outlined in the Citizens' Bill of Rights in this charter. References in this Charter to the Council and/or Council members shall include the Mayor and Vice-Mayor unless the context dictates otherwise. The Council may create and appoint committees of the Council, which may include non-Council members. The members of each committee shall select a chair.

## **Section 2.3 Election, Term of Office and Term Limits.**

(A) *Election and Term of Office.* Except for the initial election and terms of office specified in Article IX, the Mayor, Vice-Mayor and each Council member shall be elected at-large for four year terms by the electors of the Town in the manner provided in Article V of this Charter. Said term shall end upon the swearing in of his/her successor.

(B) *Seats.* Council members shall serve in seats numbered 1-3 described below, collectively "Seats." Individually each is a "Seat." One Council member shall be elected to each Seat.

(C) *Residential Areas.* Seats 1-3. The Town shall be divided into three residential areas. Individually each is a "Residential Area" collectively "Residential Areas." One Council member shall be elected to a Seat from each Residential Area. Council members from Residential Areas are collectively the "Residential Area Council members." Individually each is a "Residential Area Council member." The Residential Areas corresponding to each Seat are formally set forth below:

### Seat 1

BEGIN at the intersection of the centerline of State Road 5 (US1) and the centerline of SW 184 Street; thence run Easterly along the centerline of said SW 184 Street, said centerline being the South boundary of the Village of Palmetto Bay and the North boundary of the Town, to the centerline of SW 97 Avenue; thence South along the centerline of said SW 97 Avenue to the centerline of Franjo Road; thence Southeasterly along said centerline of Franjo Road to the

**TOWN OF CUTLER BAY  
EMERGENCY OPERATIONAL CENTER**

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## **PROPOSED PROJECT PRESENTATION**

### **Criteria Area I.:**

#### **PROJECT PRIORITY CATEGORY:**

Priority 1: Projects that will promote public education on disaster preparedness and recovery issues.

Priority 4: Other projects that will further State and local emergency management activities designed as priorities. Priority Areas are projects that will promote solutions for removing barriers to emergency preparedness. Specifically, county and local Emergency Operational Centers.

#### **Group 1. Description of Need, Proposed Solution, and Expected Benefits**

##### **1.A Demonstrated Need**

The Town of Cutler Bay is a new municipality, incorporating in January, 2005. The Town is located approximately 35 miles south of Metropolitan Miami. The Town borders Biscayne Bay on the East, U.S. Highway 1 on the West, S.W. 232 Street on the South and S.W. 185 Street on the North, encompassing ten (10) square miles. The population is 37,000 and growing. The Town of Cutler Bay is nestled in the heart of Miami-Dade County. The Town, like Miami Dade County, is vulnerable to many hazards. Those hazards include natural hazards such as hurricanes, tornadoes, floods, etc., technological hazards such as hazardous material spills, nuclear power plant accidents, airplane crashes, etc. and finally societal hazards such as major disruptions in normal governmental and community functioning, i.e. terrorism, mass migration, etc.

Miami Dade County and more specifically the Town of Cutler Bay, jets out into Biscayne Bay which adjoins the Atlantic Ocean, which is the main path for severe hurricanes from June 1<sup>st</sup> through November 30<sup>th</sup>. In fact, the Town of Cutler Bay has experienced twelve hurricanes and/or tornadoes that required presidential declaration since 1992. The most destructive being Hurricane Andrew of which the "eye of the storm" passed nine (9) miles south of Cutler Bay (Cutler Ridge at that time), totally destroying the entire town, along with most of Miami Dade County. Almost every home and business in Cutler Bay was condemned and found to be inhabitable. Hurricane Andrew resulted in over two billion dollars worth of damage. It took nearly 72 hours for the Calvary to respond and to begin assessing the situation, much like Hurricane Katrina in New Orleans, supplies and basic necessities were not delivered until many days later. The Town along with Miami Dade County was immediately thrown into a State of Emergency and it quickly became apparent that we were grossly under prepared. Hurricane Andrew was followed by George (1998), Floyd (1999), Irene (1999), Charley (2004), Ivan

(2004), Jeanne (2004), Katrina (2005), Rita (2005), Dennis (2005) and Wilma (2005). In addition to named storms, tropical storms or severe rainstorms can easily create a flood situation. Cutler Bay is in a low lying area surrounded by canals, lakes and mangroves. The Town's water supply lies just below the surface of the ground therefore; any heavy rain event can become catastrophic very quickly.

Turbulent weather is not the only risk factor facing this community; the Town of Cutler Bay is vulnerable to technological hazards as well. The Town has two main highways, (Florida Turnpike and U.S. Highway 1), that run directly through the Town. These two highways are the linkage between Deep South Miami Dade County and Monroe County (Florida Keys), with metropolitan Miami. Deep South Miami Dade County is a rich, agricultural area that is the number one provider of vegetable such as tomatoes and squash to the nation during the winter months. In order for fertilizer and hazardous material to reach these farming areas, they must pass directly through the Town of Cutler Bay. The likelihood of having a hazardous spill on the surrounding roadways is a reality, taking into the account that one of the two roadways that run through the Town must be utilized for distribution of these products. In addition, less than twelve (12) miles to the South of the Town is the Florida Power and Light Turkey Point Nuclear Power Plant. This nuclear power plant became operational in 1972 and generates close to 1400 million watts of electricity. Florida Power and Light is proposing to expand power production at the existing two nuclear power units as well as the possibility of constructing two additional nuclear power units within the near future. The Town of Cutler Bay falls within the cone of disaster should the nuclear reactor malfunction or be the target of terrorist activity. In the event that this should occur, it would create havoc and mass hysteria from the community, unless it is managed in a pre-determined coordinated manner.

Unlike technological hazards, societal hazards are far more difficult to predict. Therefore, every community needs to be prepared for such a disaster. The events of 9-11 taught us that anywhere, USA can be a target for terrorism. In addition to terrorism, mass migration such that occurred in New Orleans after Hurricane Katrina is highly likely if a Category 3 or higher Hurricane hits the Florida Keys, if all of the residents living in the Florida Keys are forced to evacuate north, they will directly impact the Town of Cutler Bay.

## **Proposed Solution**

With this community being at risk for a multitude of catastrophic events and recognizing the importance of Hazard Mitigation, the Town of Cutler Bay joined with all other municipalities in Miami Dade County in order to form the Local Mitigation Strategy (LMS), this group became the LMS Working Group. The Town of Cutler Bay is assigned to Group 6 which also includes Florida City, Homestead, Islandia and the Miccosukee Tribe of Indians of Florida. In August of 1999, funding for the LMS was terminated by the State of Florida. On June 6, 2000 the Miami-Dade Board of County Commissioners passed Resolution R-572-00 formally adopting the Local Mitigation Strategy as official county policy. Miami-Dade County has a home rule charter; therefore, all participating municipalities automatically adopted the Local Mitigation Strategy. The LMS Working Group prioritized a list of potential mitigation initiatives with the number one initiative being "to reduce vulnerability" and number three being "To identify mitigation initiatives found in existing local government capital improvement plans for future funding". Both of these two priority areas are addressed through this application.

The Town of Cutler Bay was incorporated in 2005 after many years of hard work by residents who strived to have representation from local government. This included having their own police department and having representatives that addressed local community needs. With this incorporation came the duty of ensuring that residents would be protected in the event of a catastrophic situation. The Town of Cutler Bay began looking at identifying a community based Emergency Operation Center, (EOC) that would meet the community's immediate emergency needs while complimenting and enhancing Miami-Dade County Emergency Management Services, this in no way replaces the involvement of Cutler Bay in the Regional EOC, but provides an immediate hands on response that allows for governmental services to continue immediately after a disaster or community catastrophe. By identifying and developing an EOC, local government would continue to operate and local law enforcement would be able to continue providing services from a protected facility that contains the needed tools to continue governmental operations as well as developing a coordinated response to the event, utilizing local resources.

Within the heart of the Town of Cutler Bay lies Cutler Ridge Park. This park is the cornerstone of Cutler Bay. It is surrounded by 10.88 acres of land, houses a swimming pool with a locker room, and a multi-use recreational center. The recreational building is located at 10100 S.W. 200 Street and is easily accessible to both residents and first responders. The 10.88 acre park can be utilized as a staging field for helicopter landings of emergency personnel and supplies as well as emergency evacuations needed to operate the EOC in the event of an emergency. The EOC will be a safe location where emergency personnel and governmental personnel can respond to in order to coordinate response and recovery actions and resources. Crisis management decisions

are made in an environment that allows for confidentiality, the needed information made available and emergency resources required in order to make decisions will be available at the EOC. Communication will allow for the proper personnel to respond to the EOC in order to implement the decisions made in a safe, timely and effective manner.

The Town of Cutler Bay contracted with F.J. Engineering, Inc. in order to evaluate the existing structure at Cutler Ridge Park and determine if the facility is upgradeable to comply with the recommendations and requirements of the Florida Building Code, in order to serve as the Town's Emergency Operations Center. An essential facility is classified by the Florida Building Code as meeting the requirements of the ASCE-7 as it was previously defined and with code requirements of the SFBC-HVHZ. The existing building was originally structurally designed by CRA Clark in 2001. The structure was designed and constructed under the requirements of the South Florida Building Code 2001, the Code in effect at that time. The building was originally designed as a park facility multi-functional building with an attached restroom module, separated by a covered walkway connecting the two wings. F.J. Engineering identified the areas that needed to be addressed in order to re-fit the facility to meet the requirements of an EOC. It is a doable project that would provide a Town Emergency Operational Center to meet the needs of the residents, businesses and tourist of the Town of Cutler Bay.

This grant request falls under Priority 4: Other projects that will further State and local emergency management activities designed as priorities. Priority Areas are projects that will promote solutions for removing barriers to emergency preparedness. Specifically, county and local Emergency Operational Centers.

**Criteria Area II. A. Long/short term benefits.**

The Town of Cutler Bay Emergency Operation Center will have both long term and short term benefits. Those benefits are as follows:

**Preparedness:**

- The EOC will be utilized as a meeting facility for emergency management exercises (i.e. governmental and public agencies)
- Will enhance public awareness of the Town's emergency management coordination efforts
- The Town will have a facility that will be equipped and prepared at a moment's notice to become operational in the event of a local emergency



- Governmental and emergency personnel will know where to respond once an emergency is defined.
- Serve as a home base camp for the Town's Citizen's Emergency Response Team (C.E.R.T.).

**Response:**

- Emergency Operational Center located in the heart of the community that will provide a safe, secure environment for government and emergency personnel to respond to in the event of a natural and manmade hazard.
- Secure facility for law enforcement and emergency personnel to develop a response to local emergencies and have the resources and tools (maps, computers, conference table, internet access, etc. ) necessary within the facility for such a response.
- A facility that has electrical power (generator) and provides refuge from the elements for first responders.
- A facility that allows for the tracking of responding resources through (two way) communications for receiving and sending critical information.
- A facility that can be made available upon a mutual-aid resource request.
- A facility that will be utilized for the release of public information to the media, local community, and identified sources.
- A facility that will act as the entry point for all supplies, services and outside responders in order to quickly coordinate an effective response to a disaster utilizing donated resources.
- The facility will house (in the event of an emergency) the personnel necessary to direct and assign all Town personnel to needed sites.

**Recovery:**

- Facility for damage assessment teams to operate from with electrical power to protect the personnel from outside elements.
- Logistical staging area within the community.
- Facility for volunteers and outside responders to report to and receive direction and assignments.

- Site for residents to respond to in order to obtain information and receive emergency services and/or supplies.

### **Criteria Area II.B Emergency Population To Benefit From Project:**

The EOC will be utilized by all emergency management personnel, providing them with a safe, secure environment that has generated power to provide all the needed tools to develop an emergency response and a recovery plan. This facility will directly benefit the emergency management personnel in the Town of Cutler Bay and surrounding communities as well as the residents of the Town of Cutler Bay.

### **Group II.**

#### **II.3 Consistency with the State Comprehensive Emergency Management Plan and Miami Dade County Emergency Management Plan.**

The Town of Cutler Bay EOC responds to the following **State of Florida Emergency Management Plan Objectives:**

1. Prepare for prompt and efficient response and recovery activities to protect lives and property affected by emergencies.

Response: By housing crucial personnel in the identified and securely structured facility, emergency response to a disaster can be developed and coordinated from within the community thus resulting in a prompt, efficient and effective response.

2. Respond to emergencies using all State and local systems, plans and resources as necessary.

Response: From within the protected facility that has operational generator power; emergency personnel can communicate with State and local responders in the development of a response as well as securing the needed resources for such a response from within the community.

3. Local governments will utilize available local resources before requesting State resources.

Response: By having a safe and secure facility within the community, local resources can respond and/or be housed at the site thus expediting the use of such resources in the event of a disaster.

4. Local emergency management agencies will initiate actions toward saving lives and protecting property while working to maintain direction and control through their emergency operation centers.

Response: The Town of Cutler Bay is requesting assistance in securing and retrofitting a facility that will act as the Town's Emergency Operation Center in order to maintain direction and control of the situation.

### **Miami Dade County Emergency Management Plan:**

Within the Miami Dade County Emergency Management Plan, alternate facilities for emergency management are discussed.

Alternate Facilities –The facility may be identified from existing organization infrastructures or external sources. The facility should have sufficient space and equipment to maintain the COOP (Continuity of Operations), team and be capable of sustaining operations for up to 30 days (with resource acquisition). The alternate facility should have reliable logistical support, services, and infrastructure systems (water, electrical power, HVAC, etc.). In addition, the selection process should include deliberations on the appropriate physical security and personnel access control measures.

Agencies should consider pre-positioning minimum essential equipment at the site.

### **Response:**

The Town of Cutler Bay EOC meets the suggested requirements of Miami Dade County. The structure chosen is in the heart of the community and has the needed resources to be efficiently and effectively retro-fitted into a functioning EOC. This facility can be operational for an extended period of time. The facility has all of the necessary support needed to remain functional including generated electrical power. The facility will house local law enforcement and will be secured at all times. In addition, equipment can be housed within the facility for an extended period of time; this equipment will be secured in the facility. The surrounding open space can serve as a distribution center for needed supplies and emergency medical helicopter's staging area.

In addition, the **Miami Dade County Emergency Mitigation Strategy** which was approved by the State of Florida on 10/19/04 also states:

The first step in prioritization is the adoption of a list of potential mitigation initiatives that:

2. Study and identify cost beneficial mitigation activities, including engineering studies.

Response: The Town of Cutler Bay hired the engineering firm of F.J. Engineering, Inc. to conduct a study of the proposed facility in order to identify the cost and feasibility of retro-fitting the facility into an EOC.

3. Identify mitigation initiatives found in existing local government capital improvement plans for future funding considerations;

**Response:** The Town of Cutler Bay is sharing in the cost of retro-fitting the facility to become the Towns EOC.

**Florida Division of Emergency Management:**

The Department of Community Affairs, Division of Emergency Management has recognized the critical necessity for the state and local governments to have the capability to effectively respond to, recover from, and mitigate the impact of a disaster. The Florida Comprehensive Emergency Management Plan establishes a framework for an effective system of comprehensive emergency management, the purpose of which is to:

1. Reduce the vulnerability of people and communities of this State to loss of life, injury, or damage and loss of property resulting from natural, technological, criminal or hostile acts against the State
2. Prepare for prompt and efficient response and recovery activities to protect lives and property affected by emergencies;
3. Response to emergencies using all State and local systems, plans and resources as necessary;
4. Recover from emergencies by providing for the rapid and orderly implementation of restoration and rehabilitation programs for persons and property affected by emergencies.

The Town of Cutler Bay has addressed the four areas through the proposed implementation of an Emergency Operation Center which will;

1. Provide information to residents that will prepare them for a catastrophic disaster, the information will protect life, reduce injury and will assist residents in protecting their property. This information will be made available at the EOC, in addition, in the event of an emergency, residents will know where to go to obtain assistance after a catastrophic disaster and will be able to utilize all the resources available to them in an efficient manner, thus reducing their vulnerability to loss of life or injury.
2. By having an identified Town EOC, the response activities will be in a coordinated manner with the ability of the EOC to communicate to outside resources as to the needs of the community.
3. The EOC will have the ability to communicate with State and local systems of the communities needs during and after the event.

4. The Town EOC will expedite the recovery response by having in place a coordinated response as well as a facility for disaster relief operations to respond to.

#### **II. 4. Method of Approach**

This method of approach was chosen due to multiple factors. The Cutler Ridge Park is located in the heart of Cutler Bay. Historically, this park has been the “hub” of the community. The likelihood of residents responding to this park for assistance from local government after a catastrophic event is extremely high. This is in walking distance for most residents. Numerous facilities within the Town were reviewed and discussed; however, this facility is the most cost effective and compatible with the formation of an EOC. The Town has committed over 50% of the funds needed in order to ensure completion of this crucial project.

Attached is the complete budget utilizing the forms and information provided.

#### **II.5 Matching Funds**

The total cost of this project is \$140,000.00, (please see the attached engineer report with the estimated cost). The Town of Cutler Bay is committed to ensuring that the Town has a functional E.O.C. to meet the emergency needs of the community when they arise. Therefore, the Town will be providing \$90,000.00 in order to fund the roof/wall connections and management of the project. The matching funds are also addressed in the budget, budget justification and in the Letter of Transmittal. The following depicts the funds that will be expended as match funding under the line item Capital Expenditure.

**Wall connections:** There are portions of the exterior reinforced masonry walls that will need additional reinforcement to comply with the essential facility requirements, (\$47,000.00).

**Roofing System:** Roof sheathing will need to be renailed to the present requirements of the spacing and nail size to a 8d ring-shank nail at 6” o/c along the panel edges, 6” o/c at intermediate supports and at 4” o/c at the gable ends, (\$40,500.00).

**Project Management:** The project manager will ensure that all aspects of the re-furbishing project will meet Miami Dade County Code Compliance Inspections and Certification as required (\$2,500.00).

FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
**EMPA COMPETITIVE GRANT APPLICATION**  
 ATTACHMENT 2

**Proposed Budget**

EXPENDITURE CATEGORIES	Cash Match A	In-kind Services Match B	Total Grantee Cost A+B=C	EMPA Award D	Total Project Cost C+D=E
1. SALARY AND BENEFITS					
2. OTHER PERSONAL / CONTRACTUAL SERVICES					
3. ADMINISTRATIVE EXPENSES	2,500.00		2,500.00		
4. EXPENSES					
5. OPERATING CAPITAL OUTLAY					
6. FIXED CAPITAL OUTLAY	87,500.00		87,500.00	50,000.00	140,000.00
TOTAL EXPENDITURES	87,500.00		87,500.00	50,000.00	140,000.00
PERCENTAGES	A% 65%	B%	C% 65%	D% 35%	E% 100%

**NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:**

Please see attached budget narrative and justification.

Note: Use as many specific line item entries as are needed to thoroughly explain anticipated costs.

**Budget Narrative:**

**Requested Funding:**

Windows Replacement.....	\$30,000.00
In order to comply with new wind pressures, impact resistant windows.	
Doors Replacement.....	10,000.00
In order to comply with new wind pressures, impact resistant doors.	
Roof Sheathing.....	10,000.00
Sheathing needed to be re-nailed to the present requirements of the spacing and nail size to a 8d ring-shank nail at 6" o/c along the panel edges.	
<b>Total funds requested.....</b>	<b>\$50,000.00</b>

**Match:**

Wall Repairs.....	\$47,000.00
The exterior reinforced masonry walls that will need additional Reinforcement to comply with the essential facility requirements.	
Roof Repairs.....	25,000.00
The roofing system presently supported on steel columns bearing on 4'0" x 4'0" x12" isolated footings, must be upgraded to resist the uplift forces. All hurricane straps will need to be replaced to be able to resist the required uplift pressures calculated for an essential facility under the ASCE-7 and FBC 2004 Codes.	
Project Management.....	15,500.00
Engineering design package and inspections and certifications.	
Administrative Cost.....	2,500.00
Overseeing all aspects of construction (5% of requested funding)	
<b>Total Match.....</b>	<b>\$90,000.00</b>

**II.6 Abilities and Qualifications**

Mr. Rafael G. Casals will be overseeing the retro-fitting of Cutler Ridge Park Community Center into an E.O.C. Mr. Casals has over twenty-two years of experience in local government. He has a vast array of experience; he has held the positions of Finance Officer, Assistant City Manager, City Manager and Public Works Director. Mr. Casals will oversee all aspects of the project, including the hiring of State certified contractors to conduct the re-furbishing construction of the E.O.C

**Tiebreaker:**

1. The Town of Cutler Bay has not been involved in an environmental clean-up.
2. The Town of Cutler Bay is not a Front Porch Community.

**APPENDIX A**  
**ARC 4496**  
**EVALUATION QUESTIONNAIRE**



**EMPATF - ARC 4496 QUESTIONNAIRE**

County:

Dade

Facility Name: Cutler Ridge Park Recreational

Building \_\_\_\_\_

Address: 10100 S.W. 200 Street Cutler Bay, FL.

33157

Current Ownership of Facility: (Public, Private) Town of Cutler

Bay

Is Facility currently used as a Shelter? Yes \_\_\_\_\_ No x

If answer is Yes, complete the following two items:

Has the Facility been reviewed by a representative of the American Red Cross using the guidelines of ARC 3031, " Mass Care: Preparedness and Operations"?

Yes \_\_\_\_\_ No \_\_\_\_\_

If answer is yes, attach completed copy of ARC 6564, "Mass Care Facility Survey", if available.

Storm Surge (SLOSH) Zone that Facility is located within, circle appropriate response:

1\* 2 3 4 5 None \*

- includes Tropical Storm

NFIP Flood (FIRM) Zone that Facility is located within, circle appropriate response:

A \_\_\_\_\_ B C D X V zones will not be considered!

If applicable, is Facility/Shelter floor elevation above Base Flood Elevation (BFE) or SLOSH Category 4 flood elevation?

Yes x No \_\_\_\_\_

Additional comments concerning flooding issues:

None

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Facility Name Cutler Ridge Park Recreational Building

Page 2 of 2

**FACILITY DESCRIPTION:**

Year Built

2001

Has building been inspected by structural engineer, architect, construction technician, or other knowledgeable building construction inspector? Yes x No \_\_\_\_\_

General Construction Classification, **check only one response** as appropriate:

High Rise Structure (6+ stories)	_____	Light Steel Frame (tapered section)	_____
Reinforced Concrete Frame	<u>x</u>	Heavy Timber or Glulam Frame	_____
Heavy Steel Frame ( I - section)	_____	Unreinforced Masonry	_____
Reinforced Masonry	_____	Light Metal or Wood Stud	_____

Exterior Wall Construction, **check only one response** as appropriate:

Reinforced Masonry Light (Rebar @ 4 ft. centers or closer)	<u>x</u>	Wood or Metal Stud w/ 1/2 inch or thicker plywood	_____
Partial Reinforced Masonry (Rebar @ 9 ft. centers or closer)	_____	Light Wood or Metal Stud w/ light non-plywood sheathing	_____
Unreinforced Masonry or Rebar spacing unknown	_____	Large Panel Glass or other Glazed Panel or Block System	_____
Reinforced Concrete or Precast Concrete Panels _____ Light		Metal Sheets or panels or other Architectural Panel Systems	_____

Does the exterior walls have a brick or stone veneer (3 to 4 inches thick)?

Yes x No \_\_\_\_\_

What is the percentage of Glass in the exterior walls (to the closest 5 %)? \_\_\_\_\_ %

Are there "store-front", atrium, or clerestory sections of glazing in the exterior walls?

Yes \_\_\_\_\_ No x

Are there fixed or operable shutters or other window coverings that will protect windows from small debris impact?

Yes x No \_\_\_\_\_

Facility Name Cutler Ridge Park Recreational  
Building

Page 3 of 3

**FACILITY DESCRIPTION (cont'd):**

Roof Construction, **check only one response** as appropriate:

Cast-in-place Reinforced Concrete (standard wgt concrete, 3 inch min.) _____	Plywood on wood or metal joist or truss _____ <u>X</u>
Precast Concrete Panels ("T's", "Double T's", Planks, etc.) _____	Wood boards or T & G deck on wood joist or truss _____
Metal Decking w/ <b>standard wgt</b> <b>concrete</b> (3 inch min.) on metal joist, truss or beam _____	Fiberboard or Tectum on wood or metal joist or truss _____
Other Metal Decking Systems <b>(insulating concrete and/or rigid</b> <b>insulation</b> or other light coverings) _____	Poured Gypsum on Formboard Decking on wood or metal joist or truss _____

Roof Geometry, check appropriate response:

Flat or low slope (< 1:12) X Gable-end \_\_\_\_\_ Hip System \_\_\_\_\_  
Shed System \_\_\_\_\_ Other \_\_\_\_\_

Is Roof Slope greater than 30 degrees (6:12)? Yes \_\_\_\_\_ No \_\_\_\_\_  
Does the roof have a long span area (unsupported span of greater than 40 ft.)?  
Yes \_\_\_\_\_ No X

Are Roof Eaves/Overhangs (width > 1 ft.) present that connect directly to the roof structure?  
Yes X No \_\_\_\_\_

Are appropriate load-path connections present for the building's construction type?  
(e.g., hurricane clips and straps for wood-frame construction)  
Yes X No \_\_\_\_\_

If Parapet(s) are present and roof ponding is a threat, are emergency overflow scuppers present?  
Yes X No \_\_\_\_\_

Are Skylights or other overhead Atrium glass or plastic units present?  
Yes \_\_\_\_\_ No X

Facility Name Cutler Ridge Park Recreational Building

Page 4 of 4

**FACILITY DESCRIPTION (cont'd):**

Describe General Condition of the Building:

The recreational building at Cutler Ridge Park was evaluated in November, 2007 in order to determine the feasibility of retro-fitting the building into the Town's Emergency Operational Center. The condition of the building was found to meet all South Florida Building Code Requirements that were in effect at the time of construction (2001). The cost of the modifications needed in order to upgrade to an EOC would be minor, with an estimated cost of \$140,000.00.

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Describe other construction features (features that enhance and detract from usage) and/or site specific special hazards (e.g., HazMat (Sec. 302), close proximity debris sources, etc.) associated with this facility that should be considered when the Division of Emergency Management reviews this proposal:

This facility is located on 10.88 acres of land that can also be utilized in the event of a disaster as a staging ground for helicopter deliveries of essential personnel and basic needs.

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Describe wind or other storm effects damage history of this facility (e.g., severe roof leaks, etc.):

The building was in compliance with all South Florida Building Codes in 2001. There would have to be modification made to the roof in order to upgrade to meet the required 1.15 Importance Factor.

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TAB 11



## MEMORANDUM

**DATE:** January 7, 2009

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

**VIA:** David Hennis, Community Development Director

**FROM:** Kathryn Lyon, Planner

**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)

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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).



## Planning & Zoning Department

### 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 two home sites will have a 30 and 41 foot setback from Old Cutler Road.



## Planning & Zoning Department

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:**

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. 09-\_\_\_\_\_**

**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 January 7, 2009; 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
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: MARIAVALI@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 \_\_\_\_\_, \_\_\_\_\_

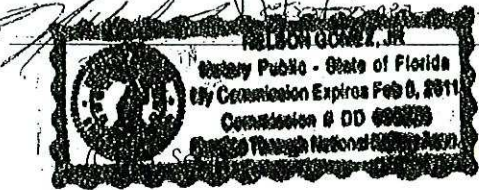
Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

\*\*\*\*\*

CORPORATION AFFIDAVIT

(I) (WE), ARIA Valiente, 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:



Aria Valiente  
Authorized Signature  
owner  
Office Held

Sworn to and subscribed to before me  
This 15<sup>th</sup> day of Sept, 2008

Notary Public: [Signature]  
Commission Expires: 2/8/11

\*\*\*\*\*

TAB 12





## MEMORANDUM

**DATE:** January 7, 2009

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

**VIA:** David Hennis, Community Development Director

**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 single family home located at 8420 SW 197 Street will be setback 30 feet from Old Cutler Road. The house located at 19781 SW 84 Court will be setback 41 feet from Old Cutler Road.

The applicant has worked with staff to enhance the design of building and to eliminate the need for any variances.



## Planning & Zoning Department

These parcels are zoned RU-1 (Single Family Residential).

### Background

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.



**Planning & Zoning Department**

- 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 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;



## Planning & Zoning Department

**(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 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.

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

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.

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.**

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)

**RESOLUTION NO. 09-\_\_\_\_\_**

**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 January 7, 2009, 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 January 12, 2009.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_



MODEL "EMERALD"  
FRONT ELEVATION

RECEIVED  
JAN 13 2009  
Planning Dept.

COLOR SCHEME I	
REFERENCE CODE	DESCRIPTION
6140	MAIN WALLS
6137	BASE
6105	DECORATIVE COLUMNS
6105	PRECAST MOULDING
6105	DOOR
6105	BAND
6105	FASCIA
6105	DECORATIVE BRACKETS
TERRACOTA COLOR	SPANISH "S" TYPE CEMENT ROOF TILES
6137	TOWER

NOTE:  
AS PER SHERWIN-WILLIAMS COLOR SELECTION PALETTE

COSTA BRAVA ESTATES  
FOR  
AT  
OLD CUTLER ROAD & SW 180TH STREET  
CITY OF CUTLER BAY, FLORIDA

04.28.08 S.P.R.  
DESCRIPTION  
AS-BUILT  
REVISION AFTER PERMIT  
BUILDING DEPT. COMMENTS  
COORDINATION CHANGES  
PERMIT SET  
DESIGN DEVELOPMENT  
PUBLIC HEARING  
SITE PLAN REVIEW  
2007BM544  
G.V.A.V.  
ANGEL M.

LEOPOLDO BELLÓN, AIA (AR-008737)  
ANGEL MILANÉS, AIA (AR-0015845)  
SHEET TITLE  
MODEL "EMERALD"  
PROPOSED COLORED  
RENDERED ELEVATION  
**AE-110**  
SHEET OF





**COSTA BRAVA ESTATES**  
FOR  
AT 19701S.W 84TH COURT  
SW 198TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

10.24.08 S.P.R.

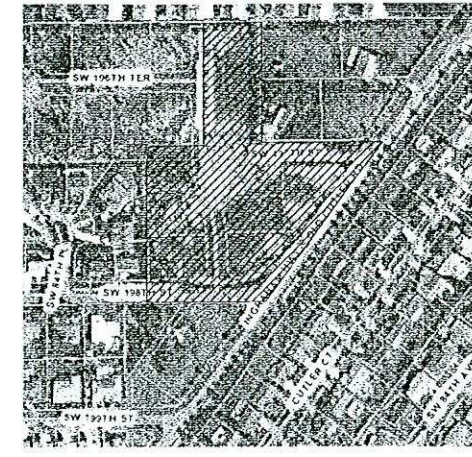
MARK	DATE	DESCRIPTION
A.B.	AS-BUILT	
R.A.P.	REVISION AFTER PERMIT	
B.C.	BUILDING DEPT. COMMENTS	
C.C.	COORDINATION CHANGES	
P.S.	PERMIT SET	
D.D.	DESIGN DEVELOPMENT	
P.H.	PUBLIC HEARING	
S.P.R.	SITE PLAN REVIEW	

PROJECT No. 2007BMS44  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.

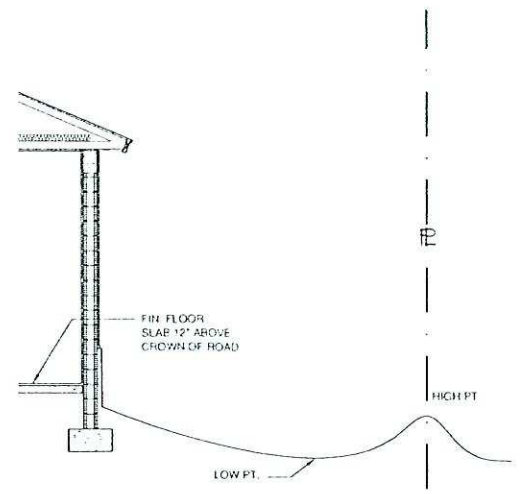
LEOPOLDO BELLON, AIA (AR-008737)  
ANGEL MILANES, AIA (AR-0015845)

SHEET TITLE  
OVERALL SITE PLAN  
**AS-101.1**  
SHEET OF

1 MASTER SITE PLAN / AERIAL PHOTOGRAPH VIEW (LOT #1 & #4 / BLOCK 2) 1  
SCALE: 1" = 30'-0"



2 LOCATION MAP  
N.T.S.



1 BERM DETAIL

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 56 SOUTH RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:  
LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 660.00 FEET, THENCE N 89° 10'55"E FOR A DISTANCE OF 660.00 FEET TO A POINT OF INTERSECTION OF THE CENTER LINE OF SW 198TH STREET WITH THE EXTENSION OF THE WEST LINE OF EAGLE'S NEST. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA THENCE N00°53'41"W ALONG THE SAID WEST LINE OF EAGLE'S NEST, SAID LINE ALSO BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 3, FOR A DISTANCE OF 320.00 FEET THENCE N89°10'55"E ALONG THE NORTH LINE OF SAID EAGLE'S OF BEGINNING OF THE TRACT OF LAND HEREIN, THE O.R BOOK 164 PAGE 50, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

**ZONING INFORMATION** (LOTS #1 & #4 / MODEL EMERALD)

ZONING DISTRICT: RU 1

GROSS AREA	LOT #1	78,491 S.F. (4.78 ACRES)
	LOT #4	34,209 S.F. (1.51 ACRES)
NET LAND AREA	LOT #1	14,478 S.F. (4.78 ACRES)
	LOT #4	18,378 S.F. (1.51 ACRES)
<b>LOT SIZES</b>		
MINIMUM SQUARE FOOTAGE	LOT #1	12,500 S.F.
	LOT #4	4,478 S.F.
	LOT #4	16,378 S.F.
<b>MAXIMUM LOT COVERAGE</b>		
	LOT #1	14%
	LOT #4	32%
<b>NUMBER OF STORES</b>		
	LOT #1	2
	LOT #4	2
<b>MAXIMUM HEIGHT</b>		
	LOT #1	27'0"
	LOT #4	35'

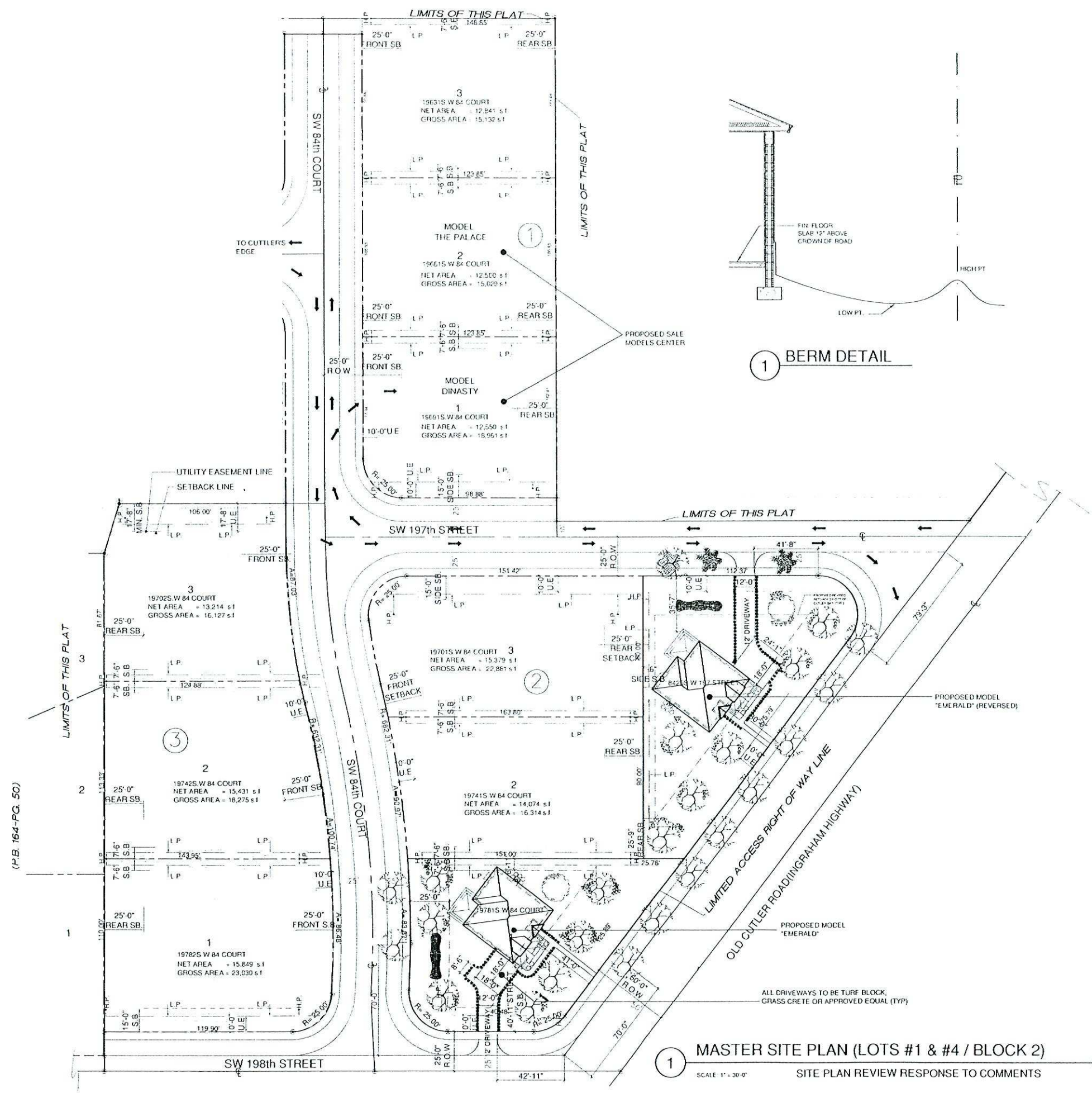
**LEGEND**

	R.O.W. WATER
	PROPOSED CONSTRUCTION VEHICLES ACCESS ROUTE
	BERM/SEE DETAIL
	PROPOSED LIVE OAKS ALONG CUTLER ROAD

**NOTES:**

ZONING DISTRICT: RU 1

- EACH LOT AREAS (GROSS AND NET) SHOWN INSIDE EACH LOT
- PROJECT CONSIST OF THREE DIFFERENT MODELS ('EMERALD' THIS SUBMITAL)
- ANY MODELS MAY FIT ON ANY LOT AS SHOWN ON INDIVIDUAL SITE PLANS PAGES AS 100



1 MASTER SITE PLAN (LOTS #1 & #4 / BLOCK 2)  
SCALE 1" = 30'-0"  
SITE PLAN REVIEW RESPONSE TO COMMENTS

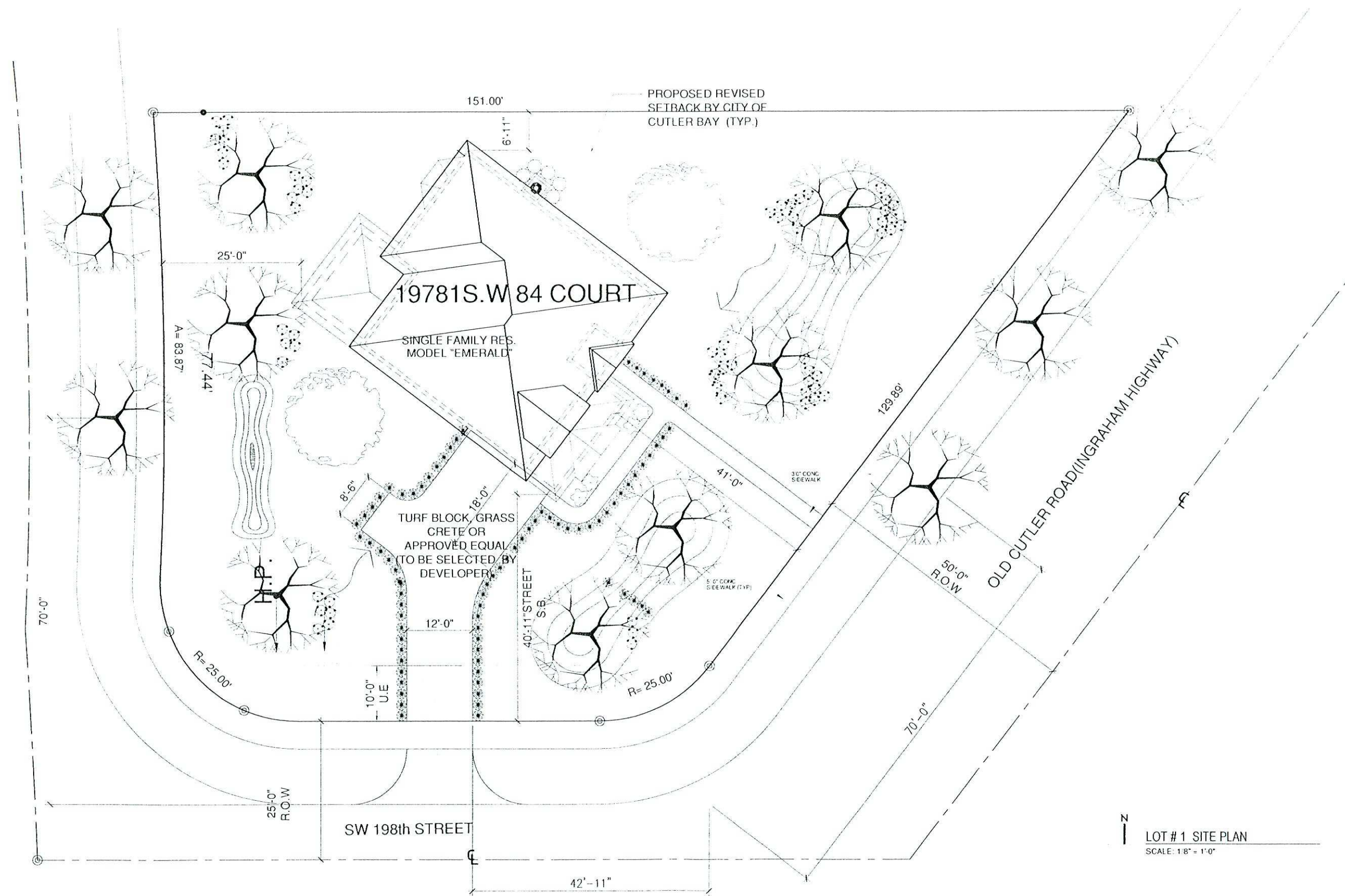
COSTA BRAVA ESTATES  
FOR  
AT  
SW 196TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

06.26.08 S.P.R.	
10.24.08 S.P.R.	
MARK DATE	DESCRIPTION
A.E.	AS-BUILT
R.A.P.	REVISION AFTER PERMIT
B.D.C.	BUILDING DEPT. COMMENTS
C.C.	COORDINATION CHANGES
P.S.	PERMIT SET
D.D.	DESIGN DEVELOPMENT
P.H.	PUBLIC HEARING
S.P.R.	SITE PLAN REVIEW
PROJECT No. 2007EM64	
DRAWN BY: G.V.	
CHECKED BY: ANGEL M.	

COSTA BRAVA ESTATES  
FOR  
AT  
SW 198TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

MARK	DATE	DESCRIPTION
A.E.	AS-BUILT	
P.A.P.	REVISION AFTER PERMIT	
P.D.C.	BUILDING DEPT. COMMENTS	
C.C.	COORDINATION CHANGES	
P.S.	PERMIT SET	
D.D.	DESIGN DEVELOPMENT	
P.F.	PUBLIC HEARING	
S.P.R.	SITE PLAN REVIEW	

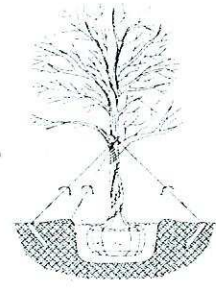
PROJECT No. 2007B/M/44  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.



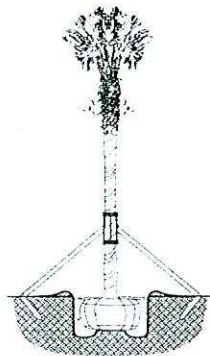
**LOT # 1 SITE PLAN**  
SCALE: 1/8" = 1'-0"



SHRUB PLANTING DETAIL N.T.S.



CANOPY TREE PLANTING DETAIL N.T.S.



PALM PLANTING DETAIL N.T.S.

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS: LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, FOR A DISTANCE OF 660.00 FEET THENCE N 89° 10' 56" E FOR A DISTANCE OF 160.00 FEET TO A POINT OF INTERSECTION OF THE CENTER LINE OF SW 18TH STREET WITH THE EXTENSION OF THE WEST LINE OF EAGLE'S NEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136 AT PAGE 50 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA THENCE N 00° 52' 41" W ALONG THE SAID WEST LINE OF EAGLE'S NEST SAID LINE 41.50 BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 3, FOR A DISTANCE OF 320.00 FEET THENCE N 89° 10' 56" E ALONG THE NORTH LINE OF SAID EAGLE'S NEST TO THE BEGINNING OF THE TRACT OF LAND HEREIN THE 0" FLOOR 164 PAGE 50 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA

**TERMITE SOIL STATEMENT**

ALL BUILDING SHALL HAVE A PRE CONSTRUCTION TREATMENT PROTECTION AGAINST SUBTERRANEAN TERMITES. THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES SHALL BE DEEMED AS APPROVED WITH RESPECT TO PRECONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST SUBTERRANEAN TERMITES. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. THE TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (AS PER 94.05 13.5, FBC 2004)

**PLANTING NOTES**

1. ALL PLANT MATERIAL IS TO BE FLORIDA NATIVE OR BETTER PURSUANT TO THE FLORIDA DEPARTMENT OF AGRICULTURE'S GRADES AND STANDARDS FOR NURSERY PLANTS
2. SOIL IS TO BE GRADE "A" BLENDED
3. ALL AREAS MARKED "LAWN" SHALL BE SOIL SOCCED WITH ST. AUGUSTINE FLOPLOTUM SOIL SOCCED WITH OR PLANT ALL AREAS MARKED "GRASS" SHALL BE SOIL SOCCED WITH PASCALUM NATIVUM ALL SOIL IS TO BE LAID LEVEL TIGHT AND OUT EVEN ALONG PLANTING BEDS
4. ALL PLANTS ARE TO BE TOP DRESSED WITH A MINIMUM LAYER OF MELALUCA MULCH, EUCALYPTUS MULCH OR EQUAL
5. PLANTING PLANS SHALL TAKE PRECEDENCE OVER PLANT LIST IN CASE OF DISCREPANCIES
6. NO CHANGES ARE TO BE MADE WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT AND OWNER. ADDITIONS AND/OR DELETIONS TO THE PLANT MATERIAL MUST BE APPROVED BY THE PROJECT ENGINEER
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THEIR OWN SQUARE FOOTAGE TAKEOFFS AND FIELD VERIFICATIONS FOR 100% SOIL COVERAGE FOR ALL AREAS SPECIFIED
8. ALL LANDSCAPE AREAS ARE TO BE PROVIDED WITH AUTOMATIC SPRINKLER SYSTEM WHICH PROVIDE 100% COVERAGE AND 50% OVERLAP
9. ALL TREES IN LAWN AREAS TO RECEIVE A 1/2" DIAMETER MULCHED DRAINER AT THE BASE OF THE TRUNK
10. ALL LAWN LOCATED IN PARKING ISLANDS IS TO BE SET FLUSH WITH TOP OF CURB PROVIDE ADEQUATE SOIL WITHIN 7" OF TOP OF CURB
11. TREES ARE TO BE PLANTED WITHIN PARKING ISLANDS AFTER SOIL IS BROUGHT UP TO GRADE. GREENY SET FOOT DRAINS ARE NOT ACCEPTABLE
12. PLANTING SOIL FOR TOPSOIL AND BLACKFILL SHALL BE 50/50 MIX. REMAINING FREE BY MARIAN MISC. SOIL. IN LANE FLORIDA PLANTING SOIL FOR ANNUAL BEDS TO BE COMPRISED OF 50% CANADIAN PEAT MOSS, 20% SALT FREE COARSE SAND AND 20% AEROLITE
13. TREE AND SHRUB PITS WILL BE SUPPLIED WITH 20000 PPM FERTILIZER 21 GRAM SIZE WITH A 20-10-5 ANALYSIS OF SUBSTITUTION APPLICATION

**FLOOD LEGEND**  
Residential New Construction

ADDRESS: COSTA BRAVA

LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

HIGHEST CROWN OF ROAD ELEV. \_\_\_\_\_ FT. NGVD. HIGHEST CROWN OF ROAD ELEVATION WAS TAKEN FROM THE ATTACHED CERTIFIED SURVEY OR A CERTIFIED SURVEY PREPARED BY \_\_\_\_\_

SURVEYOR'S NAME: \_\_\_\_\_ FLS LIC # \_\_\_\_\_

	LOWEST FLOOR ELEVATION	GARAGE STORAGE FLOOR ELEVATION	ADJACENT GRADE ELEVATION	SWALE AREA ELEVATION
PROPOSED				

ALL ELECTRICAL, MECHANICAL AND PLUMBING WILL BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION (B.F.E.)

ALL AREAS BELOW B.F.E. SHALL BE PROVIDED WITH A MINIMUM OF TWO (2) OPENINGS HAVING A TOTAL NET AREA OF NO LESS THAN ONE SQUARE INCH OF OPENING FOR EVERY SQUARE FOOT OF ENCLOSED AREA SUBJECT TO FLOODING. THE BOTTOM OF THE OPENING WILL BE NO HIGHER THAN ONE (1) FOOT ABOVE GRADE AND LOCATED ON DIFFERENT SIDES OF THE ENCLOSED AREA. OPENINGS WILL BE EQUIPPED WITH SCREENS OR LouVERS. FLOOD RESISTANT MATERIALS WILL BE USED BELOW B.F.E.

ALTERNATIVELY, SEE A CERTIFICATION BY \_\_\_\_\_ P.E. ON THE PLAN NOTES INDICATING THAT THE DESIGN WILL ALLOWED FOR THE AUTOMATIC EQUALIZATION OF HYDROSTATIC FLOOD FORCES ON EXTERIOR WALLS.

THE SITE WILL BE GRADED IN A MANNER TO PREVENT THE FLOODING OF ADJACENT PROPERTIES WHERE NECESSARY INTERCEPTOR SWALES WILL BE CONSTRUCTED ON SITE WITH NO ENDOACHMENT OVER ADJACENT PROPERTIES.

0' 0" = BASED ON NGVD

**LANDSCAPE LEGEND:**

ZONING DISTRICT	REQ'D	PROV'D
GROSS LAND AREA	25,421 SQ FT (0.57 ACRES)	
NET LAND AREA	14,478 SQ FT (0.33 ACRES)	
WATER BODIES	0 SQ FT	

	REQUIRED	PROVIDED
LANDSCAPE OPEN SPACE (IF APPLICABLE)	N/A	N/A
GREENBELT WIDTH (IF APPLICABLE)	N/A	N/A
MAXIMUM LAWN AREA (50% MAX)	7,239	7,200

	REQUIRED	PROVIDED
LOT TREES (15 PER LOT)	5	10
STREET TREES (35' O.C. AVG.)	11	5 (5 INSIDE LOT)
TOTAL TREES	16	21
SHRUBS (10 SHRUBS PER TREE REQUIRED)	140	210

**LANDSCAPE NOTES:**

1. ALL PLANTS MATERIAL SHALL BE FLORIDA NATIVE OR BETTER IN GRADE AND QUALITY
2. THE SOIL MATERIAL TO BE PLANTED SHALL BE ST. AUGUSTINE FLOPLOTUM
3. A MINIMUM OF 30% OF THE REQUIRED TREES AND OR PALMS SHALL BE NATIVE SPECIES
4. A MAXIMUM OF 20% OF THE NATIVE TREES CAN BE SABBAL PALMETTO (CARBAGE PALM)
5. A MINIMUM OF 30% OF THE REQUIRED SHRUBS SHALL BE NATIVE SPECIES

**NOTES**

ALL PLANT MATERIAL SHALL BE IRRIGATED BY HOSE BIB IF NO SPRINKLER SYSTEMS IS PROVIDED HOSE BIB SHALL BE SPACED EVERY 75' O.C. ALONG UNIT AND PROPERTY AS PER CHAPTER 33 DADE COUNTY CODE

IRRIGATION SPRINKLER SYSTEM & FENCE SHALL BE PROVIDED AS AN OPTION TO BUYERS

FENCES & GATES ARE REQUIRED IF HOUSE IS SOLD WITH POOL PACKAGE

**VIOLATION NOTE**

FAILURE TO MAINTAIN LANDSCAPING ACCORDING TO APPROVED PLANS IS A CODE VIOLATION FAILURE TO PLANT, PRESERVE, OR MAINTAIN EACH PLANT, EACH DAY IS A SEPARATE VIOLATION 18A 13(C)

**ZONING LEGEND**

ZONING: R-U1

NET LOT AREA: 12,500 S.F. (0.28 ACRES)

HEIGHT (TO RIDGE OF ROOF): 25' 2" (30' MAX. ALLOWED)

LOT COVERAGE (EVERYTHING UNDER ROOF): 4.6025 F

	MAX. ALLOWED	PROPOSED
5.000 S.F. (40% OF NET AREA)	4.6025 S.F. (36.81% OF NET AREA)	

SETBACKS: FRONT: 25' 0" (REQUIRED) 25' 0" (PROPOSED)  
SIDE RIGHT: 7' 6" (REQUIRED) 8' 9" (PROPOSED)  
SIDE LEFT: 7' 6" (REQUIRED) 8' 9" (PROPOSED)  
REAR: 25' 0" (REQUIRED) 25' 2" (PROPOSED)

SITE TO BE FILED TO COUNTY FLOOD CRITERIA ELEVATION NGVD OR AN ELEVATION NO LESS THAN THE HIGHEST APPROVED CROWN ELEVATION OF THE ROAD ABUTTING THE PROPERTY.

AREA ADJACENT TO LAKE OR CANAL TO BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OF STORMWATER INTO LAKE OR CANAL.

LOT WILL BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OF STORMWATER ONTO ADJACENT PROPERTY. APPLICANT WILL PROVIDE CERTIFICATION PRIOR TO FINAL INSPECTION.

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, SECTION 553.75 (10), FLORIDA STATUTES, EFFECTIVE 7-10-87.

A SEPARATE PERMIT WILL BE REQUIRED FOR ALL DRIVEWAY APPROACHES. CONTACT PUBLIC WORKS DEPARTMENT.

THE HEIGHT OF FENCES, WALLS AND HEDGES SHALL NOT EXCEED 2.5 FEET IN HEIGHT WITHIN 10 FEET OF THE EDGE OF ANY DRIVEWAY LEADING TO A RIGHT OF WAY. THE HEIGHT OF FENCES IS BEING MEASURED FROM GRADE.

GRADE ELEVATION = ELEVATION OF PUBLIC SIDEWALK OR CROWN OF ROAD

O.S.F.H. (OUTSIDE SPECIAL FLOOD HAZARD) ALL ELECTRICAL AND MECHANICAL EQUIPMENT MUST BE LOCATED AT OR ABOVE THE REQUIRED LOWEST FLOOR ELEVATION

S.F.H. (SPECIAL FLOOD HAZARD) ALL ELECTRICAL AND MECHANICAL EQUIPMENT MUST BE LOCATED AT OR ABOVE THE BASE FLOOD ELEVATION OR REQUIRED LOWEST FLOOR ELEVATION WHICHEVER IS HIGHER.

LOWEST FLOOR - Shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements in sections 11c 3.11c 4, 11c 5.

GARAGE OR STORAGE (PER DEHA 11c 5): Fully enclosed areas below 2nd floor elevators shall be designed to produce long term space except above uses for parking of vehicles and building access and shall be designed to clear the entry and exit of flood water to automatically evacuate hydraulic flood water on exterior walls.

Design for complying with this requirement must be either certified by a professional engineer or architect and meet the following criteria:

1. Provide a minimum of two (2) openings, having a total net area of not less than one (1) square inch for every square foot of enclosed area size. Bottom of all openings shall be not higher than one (1) foot above grade.
2. The interior portion of such enclosed areas shall NOT be partitioned or flush into separate rooms or air conditioned.

**LANDSCAPE LIST**

QUANTITY	KEY	BOTANICAL / COMMON NAME	DESCRIPTION
0		Conocarpus erectus GREEN BUTTONWOOD	Height - 35' To 50' Spread - 15' To 40' Small Tree
2		Cordia sebestena GEIGER TREE	Height = 10' To 30' Spread = 10' To 15' Small Tree
12		Quercus virginiana LIVE OAK	Height - 40' To 80' Spread - 60' To 70' Large Tree
0		Bursera Simaruba GUMBO LIMBO	Height - 20' To 60' Spread - 20' To 50' Medium Tree
1		Sweetenia mahagoni MAHOGANY	Height - 30' To 70' Spread - 20' To 60' Large Tree
0		Coccoloba Diversifolia PIGEON PLUM	Height - 30' To 50' Spread - 10' To 20' Medium Tree
0		Sabal Palmetto CABBAGE PALM	Height - 20' To 60' Spread - 10' Medium Tree
0		Roystonea Regia ROYAL PALM	Height - 60' To 100' Spread - 20' To 30' Large Tree
0		Coccothrinax Argentea SILVER PALM	Height - 5' To 10' Spread - 5' Small Tree
4		Wodyetia bifurcata FOXTAIL PALM	14" o.c. mulched 1/2" lg
18	<b>TOTAL TREES</b>		
50		Chrysobalanus icaco Red Tip COCOPLUM	24" ht. X 24" spr 3 gal
0	EG	Erythraea glomerata BLUE DAZE	1 gal full 15" o.c
165		Ficus benjamina WEEPING FIG	48" ht. x 36" spr 3 gal
0	JV	Jasminum multiflorum DOWNY JASMINE	18" ht. X 18" spr 3 gal
0	LAN	Lantana camara 'Geki Meund' LANTANA	1 gal full 15" o.c
5		Ilex 'Nora Grant' IXORA	24" ht. X 24" spr 3 gal
0	LM	Liriodendron muscari Evergreen Giant	1 gal full 15" o.c
0	LV	Liriodendron 'Vanegata' AZTEC GRASS	1 gal full 15" o.c
0	PL	Pentas lanceolata 'New Look Red' RED EGYPT STAR CLUSTER	1 gal full 15" o.c
0	PP	Pentas lanceolata 'New Look Pink' PINK PENTAS	1 gal full 15" o.c
0	SV	Schefflera arboricola 'Variegata' DWF VARIEGATED SCHEFFLERA	18" ht. X 18" spr 3 gal
210	<b>TOTAL SHRUBS</b>		
	LAWN	Stenotaphrum secundatum ST. AUGUSTINE GRASS	Solid Even Sod

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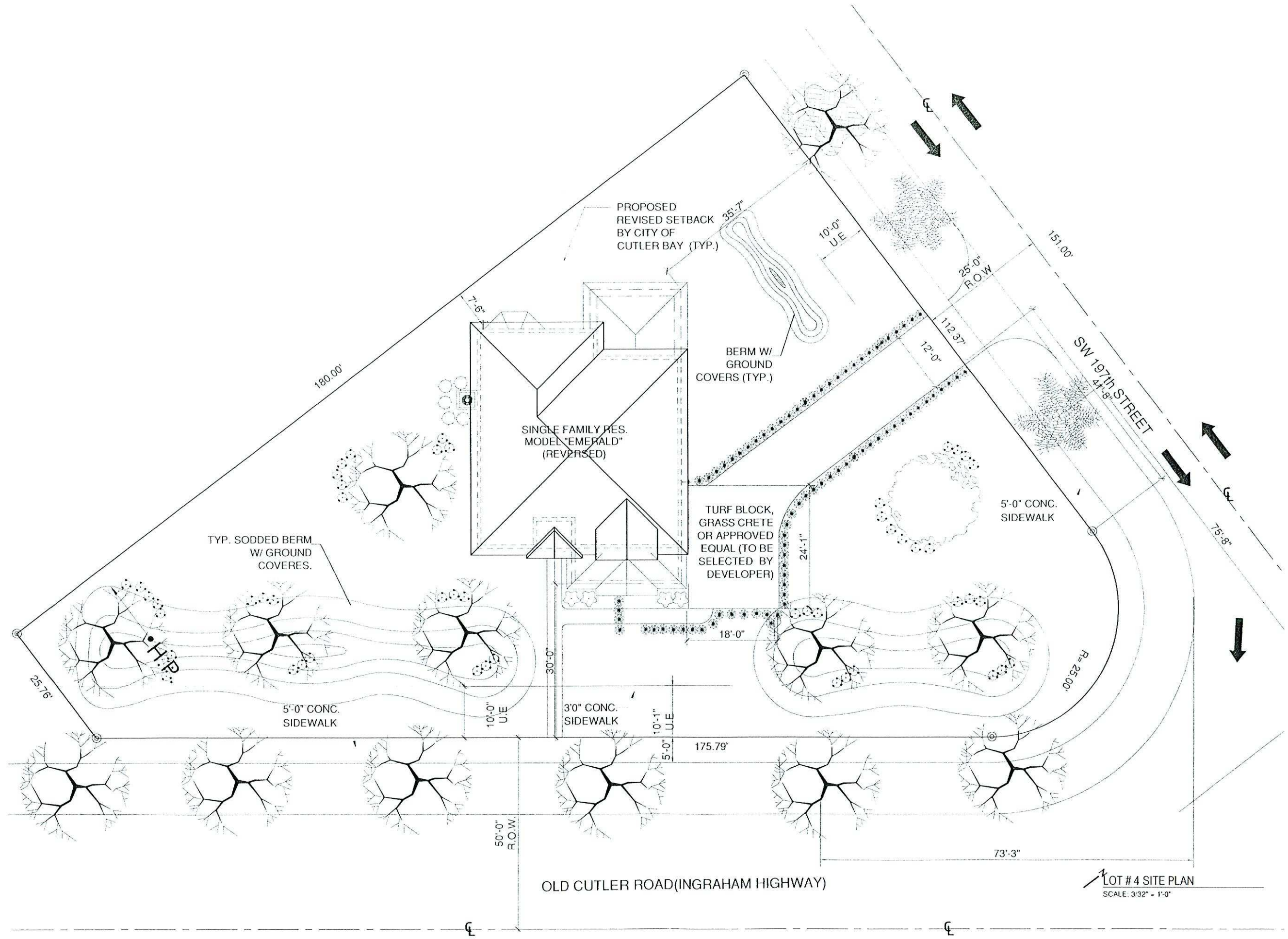
ARCHITECTURE  
LAND PLANNING  
INTERIORS  
CONSTRUCTION MANAGEMENT  
CONSULTANTS

COSTA BRAVA ESTATES  
FOR  
AT  
196TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

10/24/06 S.F.R.

MARK	DATE	DESCRIPTION
AE	AS-BUILT	
PAF	REVISION AFTER PERMIT	
REC	REVISION DEPT. COMMENTS	
CC	COORDINATION CHANGES	
ES	PERMIT SET	
ED	DESIGN DEVELOPMENT	
PH	PUBLIC HEARING	
SPR	SITE PLAN REVIEW	

PROJECT No. 2007BM644  
DRAWN BY: GV  
CHECKED BY: ANGELO M.



**COSTA BRAVA ESTATES**  
FOR  
AT  
SW 198TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

10/24/08 S.P.R.

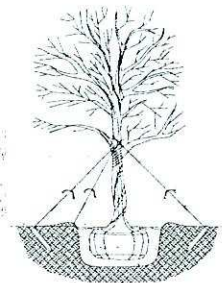
MARK	DATE	DESCRIPTION
A	AS-BUILT	
R.A.P.	REVISION AFTER PERMIT	
E.B.C.	BUILDING DEPT. COMMENTS	
C.C.	COORDINATION CHANGES	
P.S.	PERMIT SET	
D.D.	DESIGN DEVELOPMENT	
P.H.	PUBLIC HEARING	
S.P.R.	SITE PLAN REVIEW	

PROJECT No. 2007BME44  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.

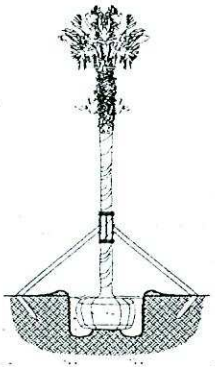
**LOT # 4 SITE PLAN**  
SCALE: 3/32" = 1'-0"



SHRUB PLANTING DETAIL N.T.S.



CANOPY TREE PLANTING DETAIL N.T.S.



PALM PLANTING DETAIL N.T.S.

**LEGAL DESCRIPTION**

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 SOUTH RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2, FOR A DISTANCE OF 660.00 FEET TO A POINT OF INTERSECTION OF THE CENTERLINE OF SW 158TH STREET WITH THE EXTENSION OF THE WEST LINE OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THE CENTERLINE OF SW 158TH STREET WITH THE EXTENSION OF SAID SECTION 2, FOR A DISTANCE OF 320.00 FEET FROM THE WEST LINE OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THE CENTERLINE OF SW 158TH STREET WITH THE EXTENSION OF SAID SECTION 2, FOR A DISTANCE OF 320.00 FEET FROM THE WEST LINE OF SAID SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**TERMITE SOIL STATEMENT**

ALL BUILDINGS SHALL HAVE A FIBER CONSTRUCTION TREATMENT PROTECTION AGAINST SUBTERRANEAN TERMITES. THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES SHALL BE DEEMED AS APPROVED WITH RESPECT TO PRE CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST SUBTERRANEAN TERMITES. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. THE TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (AS PER RA409.12.5, 11NC 2004).

**PLANTING NOTES**

1. ALL PLANT MATERIAL IS TO BE FLORIDA NATIVE OR BETTER SUITABLE TO THE FLORIDA DEPARTMENT OF AGRICULTURE'S GRADES AND STANDARDS FOR NURSERY PLANTS.
2. SOILS TO BE GENESEE W/ KYLE FEE.
3. ALL AREAS MARKED "LAWN" SHALL BE SOIL SOGGED WITH ST. AUGUSTINE FLORATUM. SOIL 500 SEE LIMIT ON PLANS. ALL AREAS MARKED "TERRAZZO GRASS" SHALL BE SOIL SOGGED WITH PASCALUM NOTATUM. ALL SOILS TO BE LA LEVEL, 10" FT. AND GUTTEN ALONG PLANTING BEDS.
4. ALL PLANTS ARE TO BE TOP END FREE WITH A MAXIMUM OF 1/4" OF BROWN MOLD OR BLACK MOLD OR MOLD OR MOLD.
5. PLANTING PLANS SHALL TAKE PRECEDENCE OVER PLANS IN CASE OF DISCREPANCIES.
6. NO CHANGES ARE TO BE MADE WITHOUT THE PRIOR CONSENT OF THE ARCHITECT AND OWNER. ADDITIONS, DELETIONS OR CHANGES TO THE PLANT WATER AL MUST BE APPROVED BY THE PROJECT ENGINEER.
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THEIR OWN SQUARE FOOTAGE TOLERANCES AND FIELD VERIFICATIONS FOR 100% SOIL COVERAGE FOR ALL AREAS SPECIFIED.
8. ALL LANDSCAPE AREAS ARE TO BE PROVIDED WITH AUTOMATIC SPRINKLER SYSTEM WHICH PROVIDE 100% COVERAGE AND 50% OVERLAP.
9. ALL TREES IN LANE AREAS TO RECEIVE A 2" DRAINER MESH 1/2" SINKER AT THE BASE OF THE TRUNK.
10. ALL LAMN LOCATED IN PARKING ISLANDS IS TO BE SET FLUSH WITH TOP OF CURB. PROVIDE ADEQUATE SOIL WITHIN 2' OF TOP OF CURB.
11. TREES ARE TO BE PLANTED WITHIN PARKING ISLANDS AFTER SOIL IS BROUGHT UP TO GRADE. BEERY SET HOOD BALLS ARE NOT ACCEPTABLE.
12. PLANTING SOIL FOR TOPSOIL AND BLACKWELL SHALL BE 50% MIX REMEDIATEE FREE BY NURSERY MASH SOIL, 10% LEAF LITTER, 10% PEAT MOSS, 10% SAND, 10% COMPOSTED OR 50% CANADIAN PEAT MOSS, 20% SAND, 10% FINE COARSE SAND AND 20% AEROLITE.
13. TREE AND SHRUB PITS WILL BE SUPPLEMENTED WITH 40# GRAIN FERTILIZER 21 GRAM SIZE WITHIN 10-15 DAYS OF SUBSTITUTION APPLICATION.

**FLOOD LEGEND**  
Residential New Construction

ADDRESS: COSTA BRAVA

LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ PLAT BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

HIGHEST CHOWN OF ROAD ELEV: \_\_\_\_\_ FT. NGVD HIGHEST CHOWN OF ROAD ELEVATION HAS TAKEN FROM THE ATTACHED CERTIFIED SURVEY, OR A CERTIFIED SURVEY PREPARED BY: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_ PLS. LIC.#: \_\_\_\_\_

	LOWEST FLOOR ELEVATION	GARAGE STORAGE FLOOR ELEVATION	ADJACENT GRADE ELEVATION	SWALE AREA ELEVATION
PROPOSED				

ALL ELECTRICAL, MECHANICAL AND PLUMBING WILL BE PLACED AT OR ABOVE THE BASE FLOOD ELEVATION (B.F.E.)

ALL AREAS BELOW B.F.E. SHALL BE PROVIDED WITH A MINIMUM OF TWO (2) OPENINGS HAVING A TOTAL NET AREA OF NO LESS THAN ONE SQUARE INCH OF OPENING FOR EVERY SQUARE FOOT OF ENCLOSED AREA SUBJECT TO FLOODING. THE BOTTOM OF THE OPENING WILL BE NO HIGHER THAN ONE (1) FOOT ABOVE GRADE AND LOCATED ON DIFFERENT SIDES OF THE ENCLOSED AREA. OPENINGS WILL BE EQUIPPED WITH SCREENS OR LOUVERS. FLOOD RESISTANT MATERIALS WILL BE USED BELOW B.F.E.

ALTERNATIVELY, SEE A CERTIFICATION BY \_\_\_\_\_ P.E. ON THE PLAN NOTES INDICATING THAT THE DESIGN WILL ALLOWED FOR THE AUTOMATIC EQUALIZATION OF HYDROSTATIC FLOOD FORCES ON EXTERIOR WALLS.

THE SITE WILL BE GRADED IN A MANNER TO PREVENT THE FLOODING OF ADJACENT PROPERTIES WHERE NECESSARY INTERCEPTOR SWALES WILL BE CONSTRUCTED ON SITE WITH NO ENCHANCEMENT OVER ADJACENT PROPERTIES.

0' = BASED ON NGVD

**LANDSCAPE LEGEND:**

ZONING DISTRICT	RU 1
GROSS LAND AREA	34,208 SQ FT (0.44 ACRES)
NET LAND AREA	16,378 SQ FT (0.29 ACRES)
WATER BODIES	0 SQ FT

	REQUIRED	PROVIDED
LANDSCAPE OPEN SPACE (IF APPLICABLE)	N/A	N/A
GREENBELT WIDTH (IF APPLICABLE)	N/A	N/A
MAXIMUM LAWN AREA (50% MAX)	8,189	8,200 SF

	R	E
LOT TREES (3 PER LOT)	3	3
STREET TREES (35 O.C. AVG)	11	8 (3 INSIDE LOT)
TOTAL TREES	14	17
SHRUBS (1 TO SHRUBS PER TREE REQUIRED)	140	170

**LANDSCAPE NOTES:**

1. ALL PLANTS MATERIAL SHALL BE FL No. 1 OR BETTER IN GRADE AND QUALITY.
2. THE SOIL MATERIAL TO BE PLANTED SHALL BE ST. AUGUSTINE FLORATUM.
3. A MINIMUM OF 30% OF THE REQUIRED TREES AND OR PALMS SHALL BE NATIVE SPECIES.
4. A MAXIMUM OF 20% OF THE NATIVE TREES CAN BE SABAL PALM (TTO) (CABBAGE PALM).
5. A MINIMUM OF 30% OF THE REQUIRED SHRUBS SHALL BE NATIVE SPECIES.

**NOTES**

ALL PLANT MATERIAL SHALL BE IRRIGATED BY HOSE BIB IF NO SPRINKLER SYSTEMS IS PROVIDED HOSE BIB SHALL BE SPACED EVERY 25' O.C. ALONG UNIT AND PROPERTY. AS PER CHAPTER R 33 DADE COUNTY CODE. IRRIGATION SPRINKLER SYSTEM & FENCE SHALL BE PROVIDED AS AN OPTION TO BUYERS. FENCES & GATES ARE REQUIRED IF HOUSE IS SOLD WITH POOL PACKAGE.

**VIOLATION NOTE**

FAILURE TO MAINTAIN LANDSCAPING ACCORDING TO APPROVED PLANS IS A CODE VIOLATION. FAILURE TO PLANT, PRESERVE OR MAINTAIN EACH PLANT EACH DAY IS A SEPARATE VIOLATION (16A-13C).

**SOIL STATEMENT**

SOIL AT THIS SITE IS ROCK AND SAND, ADEQUATE TO SUPPORT THE DESIGN LOAD OF 2,500 P.S.F. AFTER EXCAVATION. SIGNED AND SEALED LETTER WILL BE SUBMITTED BY THE ARCHITECT OR THE ENGINEER ATTESTING THAT THE SITE HAS BEEN OBSERVED AND THE FOUNDATION CONDITIONS ARE SIMILAR TO THOSE UPON WHICH THE DESIGN IS

**ZONING LEGEND**

ZONING: RU 1  
NET LOT AREA: 12,998 S.F. (.29 ACRES)  
HEIGHT (TO RIDGE OF ROOF): 25' 2" (MAY ALLOWED)  
LOT COVERAGE (EVERYTHING UNDER ROOF): 48% (MAY)

	MAX ALLOWED	PROPOSED
5.152 S.F. (40% OF NET AREA)	4,402 S.F. (35.40% OF NET AREA)	

SETBACKS: FRONT: 25' 0" SIDE RIGHT: 7' 0" SIDE LEFT: 7' 0" REAR: 25' 0"

5. SITE TO BE FLEED TO COUNTY FLOOD CRITERIA ELEVATION (NGVD OR AN ELEVATION NO LESS THAN THE HIGHEST APPROVED FLOOD ELEVATION OF THE ROAD ADJACENT TO THE PROPERTY).

6. AREA ADJACENT TO LAKE OR CANAL TO BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OF STORMWATER INTO LAKE OR CANAL.

7. LOT WILL BE GRADED SO AS TO PREVENT DIRECT OVERLAND DISCHARGE OF STORMWATER ONTO ADJACENT PROPERTY. AFFICANT WILL PROVIDE CERTIFICATION FROM TO FINAL INSPECTION.

8. IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, SECTION 553.79 (10), FLORIDA STATUTES, EFFECTIVE 7-10-87.

9. A SEPARATE PERMIT WILL BE REQUIRED FOR ALL DRIVEWAY APPROACHES. CONTACT PUBLIC WORKS DEPARTMENT.

10. THE HEIGHT OF FENCES, WALLS AND HEDGES SHALL NOT EXCEED 2.5 FEET IN HEIGHT WITHIN 10 FEET OF THE EDGE OF ANY DRIVEWAY LEADING TO A RIGHT OF WAY. THE HEIGHT OF FENCES IS BEING MEASURED FROM GRADE TO A HEIGHT OF WAYS. THE GRADE ELEVATION + ELEVATION OF PUBLIC SIDE WALK OR CROWN OF ROAD.

11. S.F.H. (SPECIAL FLOOD HAZARD) ALL ELECTRICAL AND MECHANICAL EQUIPMENT MUST BE LOCATED AT OR ABOVE THE REQUIRED LOWEST FLOOR ELEVATION.

12. S.F.H. (SPECIAL FLOOD HAZARD) ALL ELECTRICAL AND MECHANICAL EQUIPMENT MUST BE LOCATED AT OR ABOVE THE BASE FLOOD ELEVATION OR REQUIRED LOWEST FLOOR ELEVATION WHICH EVER IS HIGHER.

13. LOWEST FLOOR: Shall mean the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable code provision design requirements in sections 11c-2, 11c-4, 11c-5.

14. GARAGE OR STORAGE (R.A. DSHA 11c-5): Fully enclosed areas below the level of the ground surface, having space over the area for parking of vehicles and building access and shall be designed to be able to resist a minimum design wind speed of 110 mph. Fully enclosed areas below the level of the ground surface shall be designed to be able to resist a minimum design wind speed of 110 mph.

Design for complying with this requirement must be either certified by a professional engineer or architect and meet the following criteria:

1. Provide a minimum of two (2) openings, having a total net area of not less than one (1) square inch for every square foot of enclosed area size. Bottom of all openings shall be not higher than one (1) foot above grade.
2. The interior portion of such enclosed areas shall NOT be partitioned or divided into separate rooms or air conditioned.

**LANDSCAPE LIST**

QUANTITY	KEY	BOTANICAL COMMON NAME	DESCRIPTION
0		Conocarpus erectus GREEN BUTTONWOOD	Height = 35' To 50' Spread = 15' To 40' Small Tree
1		Cordia alliodora GINGER TREE	Height = 10' To 30' Spread = 10' To 15' Small Tree
7		Quercus virginiana LIVE OAK	Height = 40' To 60' Spread = 60' To 100' Large Tree
0		Bursera simaruba GUMBO LIMBO	Height = 20' To 60' Spread = 20' To 50' Medium Tree
1		Swarinia multigloba MANHOONEY	Height = 30' To 70' Spread = 20' To 50' Large Tree
0		Coccothraustes virginiana PIGEON PLUM	Height = 30' To 60' Spread = 10' To 20' Medium Tree
0		Sabal palmetto CABBAGE PALM	Height = 20' To 60' Spread = 10' Medium Tree
2		Roystonia regia ROYAL PALM	Height = 60' To 100' Spread = 20' To 30' Large Tree
0		Coccothraustes argentea SILVER PALM	Height = 5' To 10' Spread = 5' Small Tree
4		Wodygia bifurcata FOXTAIL PALM	14' o.a. matched his 1g
19	<b>TOTAL TREES</b>		
50		Chrysobalanus icaco Red Top COCOPLUM	24" ht. X 24" spr 3 gal
0	EG	Evolvulus glomerata BLUE DUNE	1 gal full 15" o.c.
115		Ficus benghalensis KEEPING FIG	48" ht. X 36" spr 2 gal
0	JV	Jasminum multiflorum DOWNY JASMINE	18" ht. X 18" spr 3 gal
0	LAN	Lantana camara "Gold Mound" LANIANA	1 gal full 15" o.c.
5		Isora Nora Grant ISORA	24" ht. X 24" spr 2 gal
0	LM	Liriodendron muscari Evergreen Grant	1 gal full 15" o.c.
0	LV	Liriodendron muscari "Variegata" AZTEC GRASS	1 gal full 15" o.c.
0	PL	Pennisetum lanceolatum New Look Red EGYPT STAR CLUSTER	1 gal full 15" o.c.
0	PP	Pennisetum lanceolatum "New Look Pink" PINK PENTAS	1 gal full 15" o.c.
0	SV	Schefflera arborescens "Variegata" DWV VARIEGATED SCHEFFLERA	18" ht. X 18" spr 2 gal
170	<b>TOTAL SHRUBS</b>		
	LAWN	Stenotaphrum secundatum ST. AUGUSTINE GRASS	Sold Even Sod

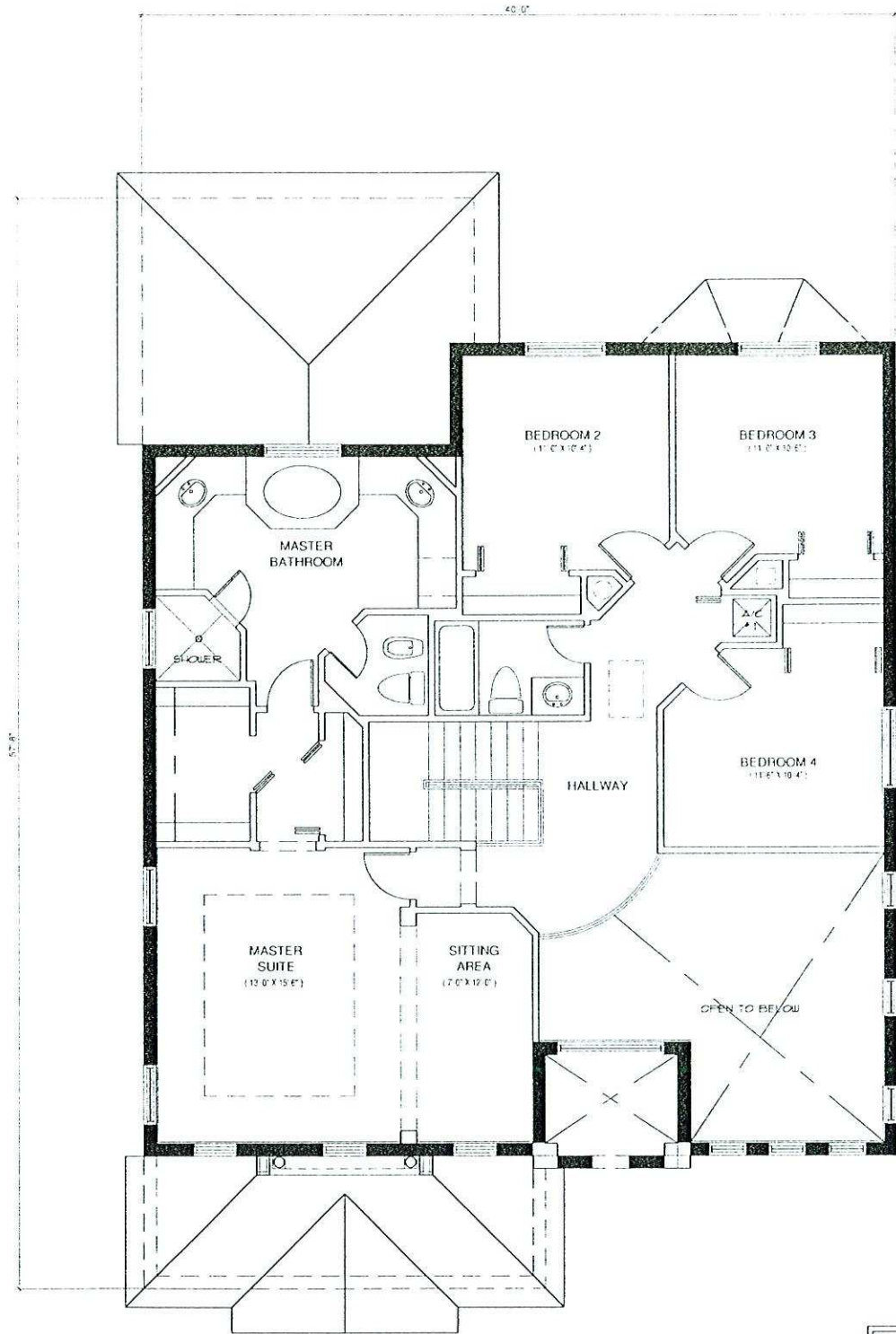
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**COSTA BRAVA ESTATES**  
FOR AT SW 196TH TERRACE & SW 84TH COURT CITY OF CUTLER BAY, FLORIDA

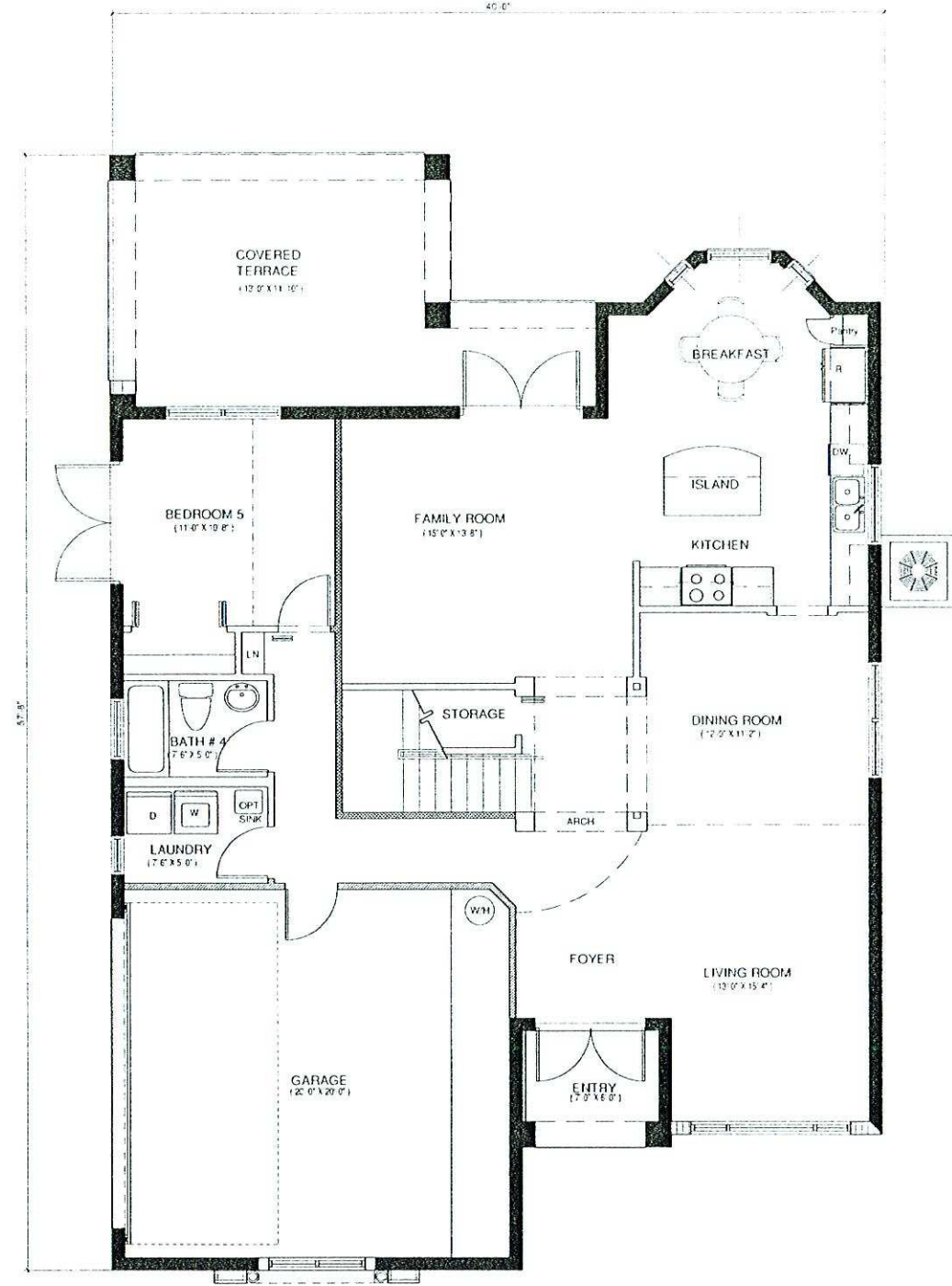
MARK	DATE	DESCRIPTION
AE	AS-BUILT	
RA.P.	REVISION AFTER PERMIT	
B.D.C.	BUILDING DEPT. COMMENTS	
C.C.	COORDINATION CHANGES	
P.S.	PERMIT SET	
E.D.	DESIGN DEVELOPMENT	
P.H.	PUBLIC HEARING	
S.P.R.	SITE PLAN REVIEW	

PROJECT No. 2007BM544  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.



1 MODEL 'EMERALD' - SECOND FLOOR PLAN  
SCALE: 1/4" = 1' 0"

AREA BREAKDOWN	
A/C AREA - GROUND FLOOR	1,304 S.F.
A/C AREA - SECOND FLOOR	1,124 S.F.
ENTRY	38 S.F.
COVERED TERRACE	268 S.F.
GARAGE	400 S.F.
TOTAL A/C AREA	2,428 S.F.
MODEL FOOTPRINT	2,029 S.F.
TOTAL AREA	3,134 S.F.



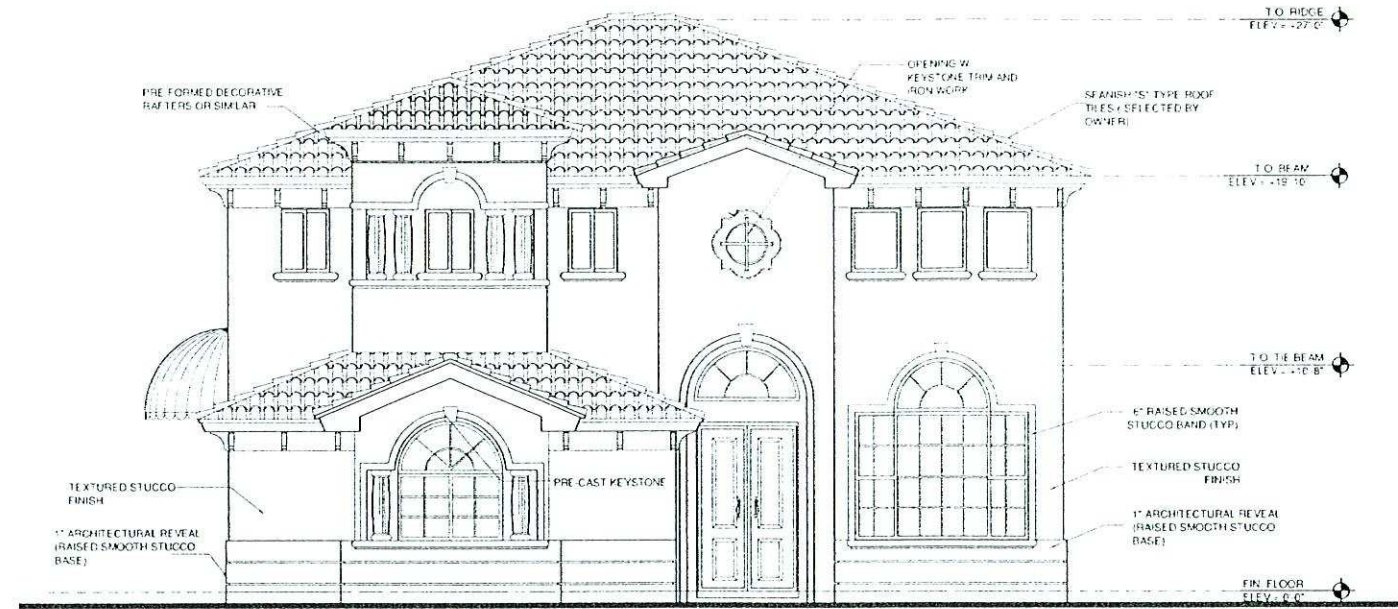
2 MODEL 'EMERALD' - GROUND FLOOR PLAN  
SCALE: 1/4" = 1' 0"

COSTA BRAVA ESTATES

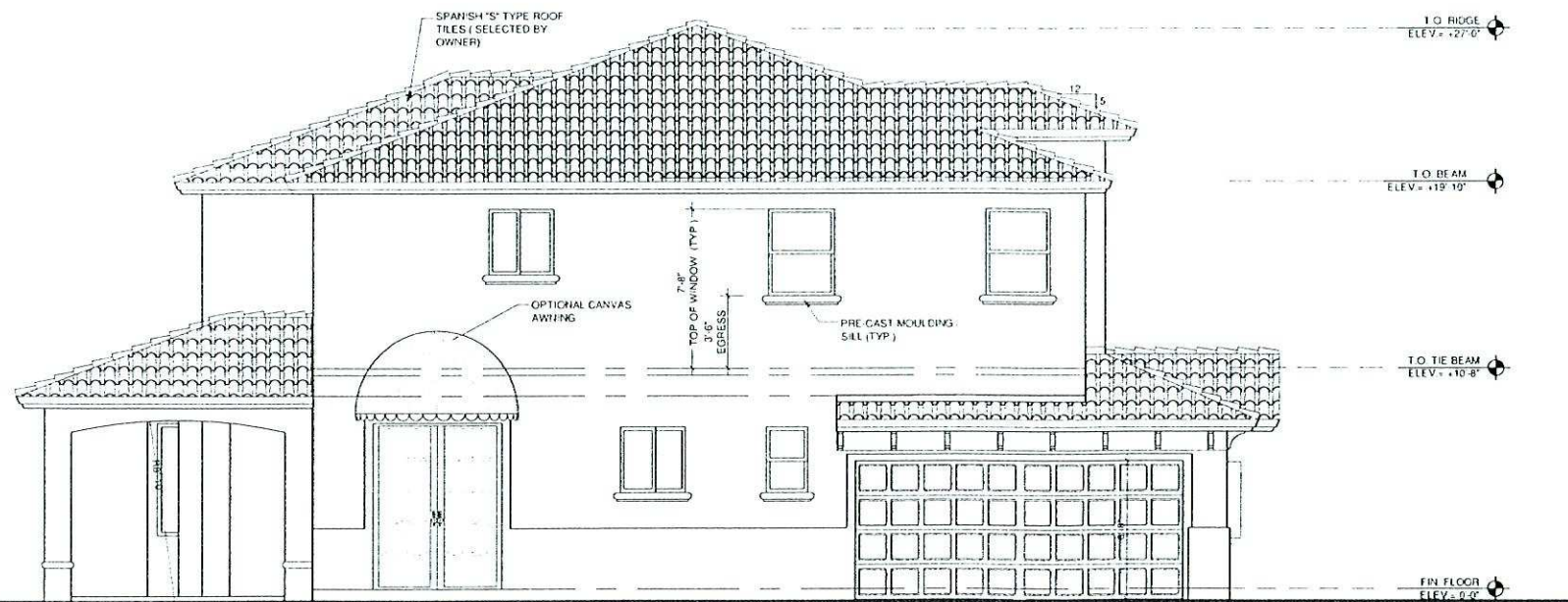
FOR  
AT  
OLD CUTLER ROAD & SW 180TH STREET  
CITY OF CUTLER BAY, FLORIDA

NO.	DATE	DESCRIPTION
AE	AS-BUILT	
EA	REVISION AFTER PERMIT	
EE	BUILDING DEPT. COMMENTS	
CC	COORDINATION CHANGES	
FS	PERMIT SET	
OD	DESIGN DEVELOPMENT	
PA	PUBLIC HEARING	
SP	SITE PLAN REVIEW	

PROJECT No. 2007BM544  
DRAWN BY: GV  
CHECKED BY: AngelM



**1 FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"



**2 LEFT ELEVATION**  
SCALE: 1/4" = 1'-0"

**COSTA BRAVA ESTATES**  
FOR  
AT  
SW106TH TERRACE & SW 84TH COURT  
CITY OF CUTLER BAY, FLORIDA

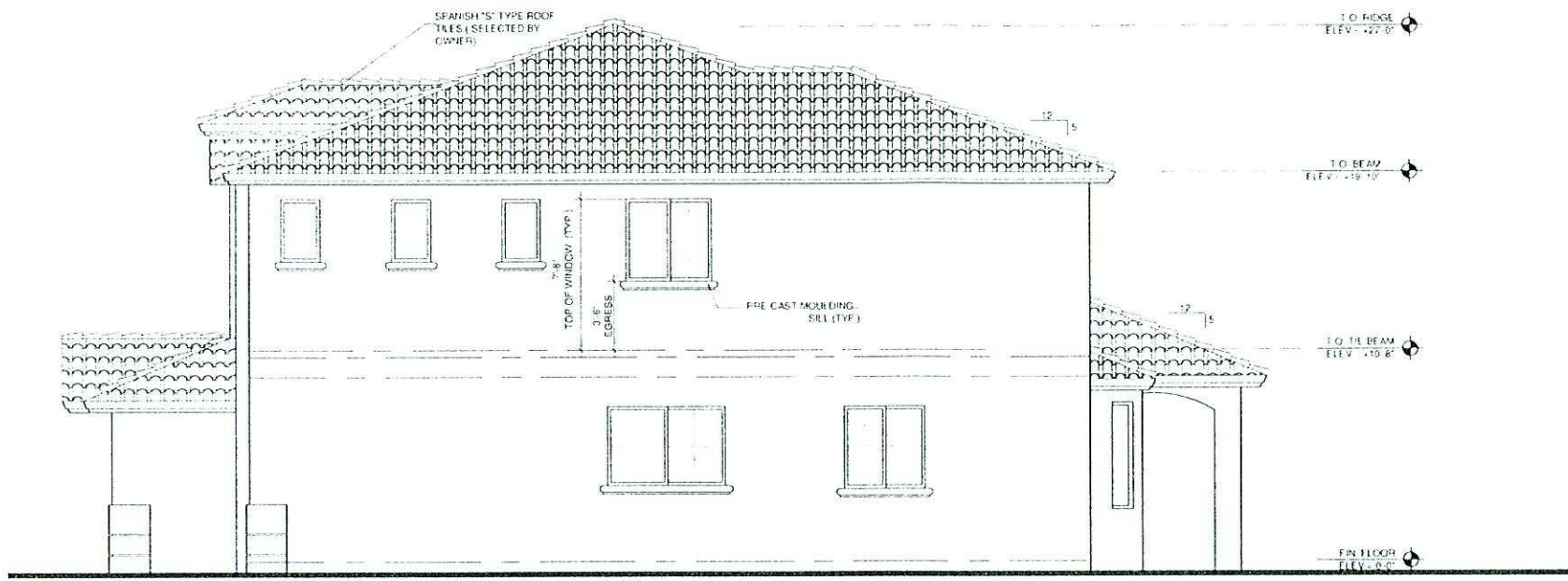
NO.	DATE	DESCRIPTION
1024	08.5.21	S.P.R.
1	AE	AS BUILT
2	R.A.P.	REVISION AFTER PERMIT
3	B.E.C.	BUILDING DEPT. COMMENTS
4	C.C.	COORDINATION CHANGES
5	P.S.	PERMIT SET
6	D.D.	DESIGN DEVELOPMENT
7	P.M.	PUBLIC MEETING
8	S.F.R.	SITE PLAN REVIEW

PROJECT No. 200704644  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.

□ ISIDORO BELLÓN, AIA (AR 008237)  
□ ANGEL MILANÉS, AIA (AR 007584)

SHEET TITLE  
**MODEL "EMERALD"  
BUILDING ELEVATIONS**  
**AE-231**  
SHEET 01 OF 01





4 RIGHT ELEVATION  
SCALE 1/4" = 1'-0"



3 REAR ELEVATION  
SCALE 1/4" = 1'-0"

COSTA BRAVA ESTATES

FOR AT  
AT SW196TH TERRACE & SW BATH COURT  
CITY OF CUTLER BAY, FLORIDA

MARK	DATE	DESCRIPTION
A.B.	AS-BUILT	
R.A.P.	REVISION AFTER PERMIT	
B.O.C.	BUILDING DEPT. COMMENTS	
C.C.	COORDINATION CHANGES	
P.S.	PERMIT SET	
D.D.	DESIGN DEVELOPMENT	
P.H.	PUBLIC HEARING	
S.F.R.	SITE PLAN REVIEW	

PROJECT No. 2007BMS44  
DRAWN BY: G.V.  
CHECKED BY: ANGEL M.

© LEOPOLDO BELLÓN, AIA (AR-008737)  
© ANGEL MILANÉS, AIA (AR-0015845)

TAB 13



## MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: January 12, 2009

Re: **An Ordinance amending the fee schedule for solid waste franchise fees and providing for a dumpster registration fee and providing for an exemption for non-profit organizations.**

### REQUEST

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING FEES FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION FRANCHISEES; PROVIDING FOR A DUMPSTER REGISTRATION FEE PAID BY THE FRANCHISEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES; PROVIDING FOR A DEFINITION OF, AND AN EXEMPTION FOR, NON-PROFIT ORGANIZATIONS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

In January 2008, the Town Council enacted ordinance 08-01, providing for registration with the Town by private haulers of solid waste doing business within the Town, as defined. Ordinance 08-01 contains no provision to exempt any organization from the requirements of the solid waste franchise fee. Consequently, those non-profit organizations within the Town are being charged the solid waste franchise fee by the franchisees, which are permitted to recoup the fee they are charged by the Town from their customers.

Staff believes that it was not the intent of the original ordinance to subject such non-profit organizations to this fee. Furthermore, it is in the best interest of the Town to clarify the ordinance to prohibit franchisees from recouping the cost of this fee from non-profit customers, while at the same time excusing the franchisees from paying a franchise fee to the Town for servicing those organizations.

The original ordinance charged a fee per vehicle servicing dumpsters within the Town, with the exception of temporary construction dumpsters. An additional purpose of this amendment is to clarify ordinance 08-01 to provide for the collection of a fee per dumpster or large container, as well as provide a definition of such type of container.



## Office of the Town Manager

### RECOMMENDATION

Staff recommends adopting this ordinance amendment to provide for excusing the payment by the franchisees of franchise fees to the Town for certain non-profit organizations, as defined, while also clarifying the intent of a per dumpster/large container fee and to prohibit franchisees from recouping the collection of franchise fees from non-profit organizations.

ORDINANCE NO. 09-\_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING FEES FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION FRANCHISEES; PROVIDING FOR A DUMPSTER REGISTRATION FEE PAID BY THE FRANCHISEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Council wishes to impose an annual fee upon solid waste companies that are awarded a franchise to work with the Town (“Franchisees”) to cover the administrative costs associated with dumpsters within the Town; and

WHEREAS, the Town Council desires to amend its solid waste franchise ordinance to include an annual fee for dumpster registration, as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Amendment to Ordinance 08-01<sup>2</sup> of the Town Code.** The Town Council of the Town of Cutler Bay hereby amends Section 2 and Section 8 of Ordinance 08-01 of the Town Code of Ordinances as follows:

\*\*\*

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

---

<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.

<sup>2</sup> Pursuant to the Town charter, the Town code consists of the applicable provisions of the Miami Dade County code as they existed on the date of the Town’s incorporation and as amended from time to time by the Town Council.

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

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

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

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

(e) *Dumpster or large solid waste container:* a refuse container of one cubic yard or larger.

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

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

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

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

*Hazardous waste:* Any solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infections characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious

irreversible or incapacitation reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*

### **Section 8. Franchise fee and Permit Fees.**

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

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

(b) If the franchise fee is not paid by the 15<sup>th</sup> of the month by the private hauler, an additional monthly surcharge, equal to 17% of monthly total gross receipts for



the preceding month, shall be payable to the Town for each month the payment franchise fee is delinquent. Additionally, the franchisee shall pay all the Town's collection expenses, including court costs and reasonable attorney's fees.

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

(d) Each and every franchisee shall pay a permit per account fee annually of \$100.00 for each account with whom they contract for the provision of commercial solid waste services. The Town shall provide one color-coded sticker for each dumpster in each account to identify the dumpster. Franchise shall inform the Town as to the number of dumpsters associated with each account and shall ensure that a sticker is attached to each dumpster. The franchisee may only pass on an amount not to exceed \$48.00 of said permit per account fee to each contracted customers. Said permit per account fee shall not be transferable. The annual period will begin October 1<sup>st</sup> and end September 30<sup>th</sup>. Permit per account applications submitted before the 15<sup>th</sup> of the month will be charged the full amount for the applicable month; those submitted after the 15<sup>th</sup> will be invoiced in the next month.

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

(f) Each franchisee shall pay, in addition to the other fees imposed by this Ordinance, an annual dumpster registration fee which shall be in the amount of \$25.00 for each dumpster or large container being serviced within the Town by the Franchisee. This shall not include those temporary roll-off/containers already assessed a per container fee as described in Section 9(e) of this Ordinance.

\*\*\*

**Section 3. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 4. Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 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 re-numbered 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.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 14



**Office of the Town Manager**

Steven J. Alexander  
Town Manager

## **MEMORANDUM**

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 21, 2009

Re: **ORDINANCE ADOPTING REVISIONS TO THE TOWN'S FLOODPLAIN  
MANAGEMENT REGULATION**

---

### **REQUEST**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-10 ENTITLED, "FLOODPLAIN MANAGEMENT REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND AND ANALYSIS**

In order for the Town residents to be eligible for participation in the National Flood Insurance Program (NFIP), the Town adopted a Floodplain Management Ordinance (# 06-10) on May 25, 2006. Town staff and Consulting Engineers have met with the Federal Emergency Management Agency (FEMA) to determine how to improve the Town's initial rating under the NFIP's Community Rating System (CRS) program. A higher rating with the CRS will provide additional savings to Town residents, who currently pay for flood insurance.

One of the activities the Town can undertake to improve its CRS rating is to amend the existing Floodplain Management regulations to include more stringent standards.

The "revised" proposed ordinance includes: updated definitions, new section for critical facilities, procedures for calculating substantial improvements & damages, and more stringent provisions for buildings built on permanent fill. These recommended changes are underlined, in the attached "revised" Floodplain Management Ordinance.

### **RECOMMENDATION**

It is recommended that the Town Council adopt the proposed ordinance revising Town Ordinance number 06-10.

**ORDINANCE NO. 09 - \_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-10 ENTITLED, “FLOODPLAIN MANAGEMENT REGULATIONS”; UPDATING DEFINITIONS; REVISING TOWN STANDARDS TO CONFORM TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to obtain coverage under the National Flood Insurance Program (“NFIP”) the Town must adopt Floodplain Management Regulations; and

**WHEREAS**, the Federal Emergency Management Agency (“FEMA”), the Federal Agency which administers the NFIP, has reviewed the Town’s regulations with Town staff and agreed on the following technical changes to Ordinance 06-10, which governs Floodplain Management; and

**WHEREAS**, the Town Council finds that this Ordinance is in the best interest of the health, safety and welfare of the residents of the Town.

**NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS<sup>1</sup>:**

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2. Amendment to Ordinance 06-10 of the Town Code.** The Town Council of the Town of Cutler Bay hereby amends Ordinance 06-10 of the Town Code of Ordinances as follows:

\*\*\*

**ARTICLE 2. DEFINITIONS**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

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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.

**Accessory structure** (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

**Appeal** means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

**Area of shallow flooding** means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**Area of special flood hazard** is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."

**Base flood** means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this ordinance.

**Base Flood Elevation** means the water-surface elevation associated with the base flood.

**Basement** means that portion of a building having its floor sub-grade (below ground level) on all sides.

**Breakaway wall** means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

**Building** – see **Structure**.

**Coastal high hazard area** means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone V1 – V30, VE, or V.

**Critical facility** means a facility for which even a slight chance of flooding might be too great, including, but not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

**Datum** A reference surface used to ensure that all elevation records are properly related. Many communities have their own datum that was developed before there was a national standard. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

**Development** means any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

**Elevated building** means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

**Encroachment** means the advance or infringement of uses, plant growth, fill, excavation, buildings, ~~permanent~~ structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

**Existing Construction** means, for the purposes of floodplain management, structures for which “the start of construction” commenced before the ~~date~~ date of the initial Flood Insurance Rate Map (FIRM). Existing construction, means for the purposes of determining rates structures for which the “start of construction” commenced before ~~the effective date of the first FIRM or before January 1, 1975, for FIRMs effective before that date.~~ January 1, 1975. This term may also be referred to as “existing structures”.

**Existing manufactured home park or subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

**Expansion to an existing manufactured home park or subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Flood or flooding** means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
  - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a) (2) of this definition and are akin to a river of liquid and flowing mud on

the surface of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- (b) The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a) (1) of this definition.

**Flood Boundary and Floodway Map (FBFM)** means the official map of the community on which the Federal Emergency Management Agency (FEMA) has delineated the areas of special flood hazard and regulatory floodways.

**Flood Hazard Boundary Map (FHBM)** means an official map of the community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as only Approximate Zone A.

**Flood Insurance Rate Map (FIRM)** means an official map of the community, issued by FEMA, which delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**Flood Insurance Study (FIS)** is the official hydraulic & hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

**Floodplain** means any land area susceptible to being inundated by water from any source (see definition of “flooding”).

**Floodplain management** means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

**Floodplain Administrator** is the individual appointed to administer and enforce the floodplain management regulations of the community.

**Floodplain management regulations** means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in flood-prone areas. This term describes Federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.



**Floodproofing** means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

**Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**Floodway fringe** means that area of the floodplain on either side of the regulatory floodway ~~where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.~~

**Freeboard** means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, blockage of bridge or culvert openings and hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

**Functionally dependent use** means a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

**Hardship** as related to variances from this ordinance means the exceptional hardship associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

**Highest adjacent grade** means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

**Historic Structure** means any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district:

- c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or
- d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - 1. By the approved Florida program as determined by the Secretary of the Interior, or
  - 2. Directly by the Secretary of the Interior.

**Lowest adjacent grade** means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

**Lowest floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the nonelevation design standards of this ordinance.

**Mangrove Stand** means an assemblage of mangrove trees which are mostly low trees noted for a copious development of interlacing adventitious roots above ground and which contain one or more of the following species: Black mangrove (*Avicennia Nitida*); red mangrove (*Rhizophora mangle*); white mangrove (*Languncularia Racemosa*); and buttonwood (*Conocarpus Erecta*).

**Manufactured home** means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

**Manufactured home park or subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value** means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values.

**Mean Sea Level** means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, or North American Vertical Datum (NAVD) of 1988.

**National Geodetic Vertical Datum (NGVD)** of 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.

**New Construction** means, for floodplain management purposes, any structure for which the “start of construction” commenced on or after the effective date of the initial floodplain management code, ordinance, or standard based upon specific technical base flood elevation data that establishes the area of special flood hazard – include only one date. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after ~~the effective date of the date of an initial FIRM or after December 31, 1974, whichever is later~~—include only one date, December 31, 1974, and includes any subsequent improvements to such structures, are considered new construction.

**New manufactured home park or subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management code, ordinance or standard.

**North American Vertical Datum (NAVD)** of 1988 means a vertical control used as a reference for establishing varying elevations within the floodplain.

**Free of Obstruction** means any type of lower area enclosure or other construction element that will obstruct the flow of velocity water and wave action beneath the lowest horizontal structural member of the lowest floor of an elevated building during a base flood event is not allowed. This requirement applies to the structures in velocity zones (V-Zones).

**Program deficiency** means a defect in the community’s floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.

**Public safety and nuisance** means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

**Recreational vehicle** means a vehicle that is:

- a) Built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck; and
- d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

**Remedy a deficiency or violation** means to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

**Repetitive Loss** means flood related damage sustained on a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

**Riverine** means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

**Sand dune** means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Shallow flooding** means the same as area of shallow flooding.

**Special flood hazard area** means the same as area of special flood hazard.

**Start of construction** For other than new construction or substantial improvements under the Coastal Barrier Resources Act P. L. 97-348, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**Storm cellar** means a place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

**Structure** means for floodplain management purposes a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

**Substantial damage** means damage of any origin sustained by a structure during a five-year period whereby the cumulative cost of restoring the structure to its before damaged condition would equal or exceed ~~50~~ 44 percent of the market value of the structure before the damage occurred. This term also includes repetitive loss structures. See definition of substantial improvement for an explanation of the procedure to be utilized for the purpose of calculating substantial damage.

**Substantial improvement** means any combination of reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a five-year period, the cumulative cost of which equals or exceeds ~~50~~ 44 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage” regardless of the actual repair work performed. This term does not, however, include any repair or improvement of a structure to correct existing violations of State of Florida or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions. For the purposes of calculating substantial improvements and/or substantial damage, the following procedure shall be utilized:

- a) The costs of the improvements or repairs for a project shall be obtained from one of the following sources:
  1. Detailed cost estimate of the improvements or repairs from the licensed general contractor of record.
  2. A cost estimate prepared using professional construction estimation software, such as R.S. Means or the Federal Emergency Management Agency’s substantial damage estimation program, as prepared by a licensed architect or engineer.
  
- b) Any one of the following sources will be considered acceptable estimates of market value:
  1. An independent appraisal by a professional appraiser licensed by the State of Florida. The appraisal must exclude the value of the land and not use the “income capitalization approach” which bases value on the use of the property, not the structure.
  2. Detailed estimates of the structure’s actual cash value, which shall equal the replacement cost of the building, minus depreciation percentage based on age and condition.
  3. Property appraisals used for tax assessment purposes with an adjustment recommended by the Miami-Dade County Property Appraiser to reflect market conditions (adjusted assessed value).
  
- c) For structures in which the substantial improvement or substantial damage percentage is greater than or equal to 30 percent, a more precise market value estimate may be required.

**Substantially improved existing manufactured home parks or subdivisions** is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 ~~44~~ percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

**Variance** is a grant of relief from the requirements of this ordinance.

**Violation** means the failure of a structure or other development to be fully compliant with the requirements of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

**Watercourse** means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

**Water surface elevation** means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

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## **ARTICLE 4. ADMINISTRATION**

### **SECTION A. PERMIT PROCEDURES**

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage:
  - a) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
  - b) Elevation in relation to mean sea level to which any non-residential building will be flood-proofed;
  - c) Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the flood-proofing criteria in Article 4, Section A (2) and Article 5, Section B (2);

- d) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
- (e) Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a registered engineer or architect indicating that they have developed and or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in Coastal High Hazard Areas.

(2) Construction Stage:

Upon placement of the lowest floor, or flood-proofing by whatever construction means, or bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NGVD or NAVD elevation of the lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor and flood-proofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

**SECTION B. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR**

Duties of the Administrator shall include, but are not be limited to:

- (1) Review permits to assure sites are reasonably safe from flooding;
- (2) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (3) Advise permittee that additional Federal, State of Florida, or local permits may be required, and if such additional permits are necessary, especially as it relates to Chapters 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065, and 553, Part IV, Florida Statutes, require that copies of such permits be provided and maintained on file with the development permit;

- (4) Notify adjacent communities, the Department of Community Affairs, Division of Emergency Management, the South Florida Water Management District, the Federal Emergency Management Agency and other Federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;
- (5) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained;
- (6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-Zones) or bottom of the lowest horizontal structural member of the lowest floor (V-Zones) of all new or substantially improved buildings, in accordance with Article 5, Section B (1) and (2) and Section E (2), respectively;
- (7) Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Article 5, Section B (2);
- (8) Review certified plans and specifications for compliance. When flood-proofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Article 5, Section B (2) of this ordinance. In Coastal High Hazard Areas, certification shall be obtained from a registered professional engineer or architect that the building is designed and securely anchored to pilings or columns in order to withstand velocity waters and hurricane wave wash. Additionally in Coastal High Hazard Areas, if the area below the lowest horizontal structural member of the lowest floor is enclosed, it may be done so with open wood lattice and insect screening or with non-supporting breakaway walls that meet the standards of Article 5, Section E (6) of this ordinance;
- (9) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article;
- (10) When base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of Article 5;
- (11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA, and



- (12) Where Base Flood Elevation is utilized, obtain and maintain records of lowest floor and floodproofing elevations for new construction and substantial improvements in accordance with Article 5, Sections B (1) and (2), respectively.

## **ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **SECTION A. GENERAL STANDARDS**

In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

- (1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, ~~or~~ and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, ~~or~~ and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. ~~See the applicable Technical Bulletin or Bulletins for guidance;~~
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage. ~~See the applicable Technical Bulletin or Bulletins for guidance;~~
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance;
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity is not furthered, extended, or replaced;
- (11) All applicable additional Federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to the following:
  - (a) South Florida Water Management District(s): in accordance with Chapter 373.036 Florida Statutes, Section (2)(a) – Flood Protection and Floodplain Management.
  - (b) Department of Community Affairs: in accordance with Chapter 380.05 F.S. Areas of Critical State Concern, and Chapter 553, Part IV F.S., Florida Building Code.
  - (c) Department of Health: in accordance with Chapter 381.0065 F.S. Onsite Sewage Treatment and Disposal Systems.
  - (d) Department of Environmental Protection, Coastal Construction Control Line: in accordance with Chapter 161.053 F.S. Coastal Construction and Excavation.
- (12) Standards for Subdivision Proposals and other Proposed Development (including manufactured homes):
  - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
  - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
  - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
  - (d) When a structure is partially located in a special flood hazard area, the entire structure shall meet the provisions for new construction and substantial improvements.
  - (e) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the

provisions for the more restrictive flood hazard risk zone and the highest base flood elevation.

## **SECTION B. SPECIFIC STANDARDS.**

In all A-Zones where base flood elevation data have been provided (Zones AE, A1-30, and AH), as set forth in Article 3, Section B, the following provisions, in addition to those set forth in Article 5, Section A, shall apply:

- (1) *Residential Construction.* All new construction or substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, mechanical and utility equipment and ductwork, elevated to no lower than one foot above the base flood elevation, beginning March 1, 2009. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of Article 5, Section B (3).
- (2) *Non-Residential Construction.* All new construction or substantial improvement of any commercial, industrial, or non-residential building (including manufactured home) shall have the lowest floor, including basement, mechanical and electrical equipment and ductwork, elevated to no lower than one foot above the base flood elevation, beginning March 1, 2009. All buildings located in A-Zones may be flood-proofed, in lieu of being elevated, provided that all areas of the building components (including mechanical and electrical equipment and ductwork) below the base flood elevation plus one foot are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.
- (3) *Elevated Buildings.* New construction or substantial improvements of elevated buildings that include ~~fully~~-enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. (Note changes to this section should provide for 300 CRS points, but could impact remodeling of buildings with garages below the BFE i.e. Cutler Cay)
  - (a) Designs for complying with this requirement must ~~either~~ be certified by a professional engineer or architect and/or meet or exceed the following ~~minimum~~ criteria:
    - (i) Provide openings in each wall having a total net area of not less than 50% of the total wall area subject to flooding. ~~a minimum of two openings having a~~

~~total net area of not less than one square inch for every square foot of enclosed area subject to flooding;~~

- (ii) At least one opening per wall ~~The bottom of all openings~~ shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
  - (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.
- (b) ~~Fully e~~Enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and
- (c) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

(4) *Standards for Manufactured Homes and Recreational Vehicles*

- (a) All manufactured homes that are placed, or substantially improved within Zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as the result of a flood, the lowest floor be elevated on a permanent foundation to no lower than one foot above the base flood elevation, beginning March 1, 2009, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (b) All manufactured homes to be placed or substantially improved in an existing manufactured home park or subdivision within Zones A-1, AH, and AE, that are not subject to the provisions of paragraph 4 (a) of this Section, must be elevated so that either:
  - (i) The lowest floor of the manufactured home is elevated to no lower than one foot above the base flood elevation, or
  - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength that are no less than 48 inches in height above the grade and securely anchored to an adequate foundation system to resist flotation, collapse, and lateral movement.

- (c) All recreational vehicles placed on sites within Zones A1-30, AH, and AE must either:
  - (i) Be on the site for fewer than 180 consecutive days,
  - (ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions), or
  - (iii) Meet all the requirements for new construction, including anchoring and elevation requirements in accordance with Section B, provisions (4) (a) and (b) of this Article.
- (5) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.
- (6) Standards for streams with established Base Flood Elevations, without Regulatory Floodways

Located within the areas of special flood hazard established in Article 3, Section B, where streams exist for which base flood elevation data has been provided by the Federal Emergency Management Agency without the delineation of the regulatory floodway (Zones AE and A1-30), the following additional provisions, in addition to those set forth in Article 5, Section A, shall also apply.

- (a) Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.
  - (b) Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies – with the community’s endorsement – for a conditional FIRM revision, and receives the approval of the Federal Emergency Management Agency.
- (7) Floodways. Located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and have significant erosion potential, the following additional provisions shall also apply:
- (a) Prohibit encroachments, including fill, new construction, substantial improvements and other developments within the regulatory floodway unless

certification (with supporting technical data) by a registered professional engineer is provided through hydraulic and hydrologic analyses performed in accordance with standard engineering practice demonstrating that encroachments would not result in any increase in flood levels during occurrence of the base flood discharge.

- (b) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the elevation standards of Article 5, Section B (4) (A) and (B)(1) and (2), and the encroachment standards of Article 5, Section B (7) (a), are met.
  - (c) Development activities including new construction and substantial improvements that increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies – with the community’s endorsement – for a conditional FIRM revision, and receives the approval of FEMA.
  - (d) When fill is proposed, in accordance with the permit issued by the ~~Florida Department of Health~~ South Florida Water Management District and/or Miami-Dade County Department of Environmental Resource Management, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with Article 5, Section (7) (a).
- (8) For all structures located seaward of the Coastal Construction Control Line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with Article 3, Section B, whichever is higher. All non-elevation design requirements of Article 5, Section E shall apply.
- (9) Buildings on Fill. New and substantially improved buildings may be constructed on permanent fill in accordance with the following:
- (a) The lowest floor, including basement, mechanical and utility equipment and ductwork, shall be a minimum of one-foot above the base flood elevation.
  - (b) The fill shall be placed in layers no greater than one foot deep before compacting and shall extend at least ten (10) feet beyond the foundation of the building before sloping below the base flood elevation; and
  - (c) The top of the fill shall be above the base flood elevation. However, the ten foot minimum required in Article 5, Section B(9)(b) may be waived if a structural

engineer certifies an alternative method to protect the building from damage due to erosion, scour, and other hydrodynamic forces; and

(d) The fill shall not adversely affect the flow or surface drainage from or onto neighboring properties.

- (10) Critical Facilities. New and substantially improved critical facilities shall be constructed on properly compacted fill and have the lowest floor (including basement) elevated to at least one (1) foot above the elevation of the 500 year flood.

### **SECTION C. SPECIFIC STANDARDS FOR A-ZONES WITHOUT BASE FLOOD ELEVATIONS AND REGULATORY FLOODWAYS.**

Located within the areas of special flood hazard established in Article 3, Section B, where there exist A Zones for which no base flood elevation data and regulatory floodway have been provided or designated by the Federal Emergency Management Agency, the following provisions shall apply:

- (1) Require standards of Article 5, Section A.
- (72) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data.
- (23) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of this ordinance. When such data is utilized, provisions of Article 5, Section B shall apply. The Floodplain Administrator shall:
  - a) Obtain the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures,
  - b) Obtain, if the structure has been floodproofed in accordance with the requirements of Section B (2) of Article 5, the elevation in relation to the mean sea level to which the structure has been floodproofed, and
  - c) Maintain a record of all such information.
- (34) Notify, in riverine situations, adjacent communities, the State of Florida, Department of Community Affairs,- NFIP Coordinating Office, and the applicable South Florida Water Management District prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.

- (45) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (56) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Florida and local anchoring requirements for resisting wind forces.
- (67) When the data is not available from any source as in paragraph (23) of this Section, the lowest floor of the structure shall be elevated to no lower than three feet above the highest adjacent grade.
- ~~(7) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data.~~

#### **SECTION D. STANDARDS FOR AO-ZONES**

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to those set forth in Article 5, Section A, apply:

- (1) All new construction and substantial improvements of residential structures in all AO Zones shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
- (2) All new construction and substantial improvements of non-residential structures shall:
  - (a) Have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to at least two feet above the highest adjacent grade, or
  - (b) Together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard specified in Article 5, Section B (2)(a).
- (3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.



## **SECTION E. COASTAL HIGH HAZARD AREAS (V-ZONES)**

Located within areas of special flood hazard established in Article 3, Section B are Coastal High Hazard Areas, designated as Zones V1–30, VE, or V (with BFE). The following provisions shall apply for all development activities:

- (1) Meet the Requirements of Article 4, Section A, and Article 5, Sections A, B (except B (7)), ~~C, and D.~~
- (2) All new construction and substantial improvements in Zones V1–V30, VE, and V (with BFE) shall be elevated on pilings or columns so that:
  - a) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to no lower than one foot above the base flood elevation whether or not the structure contains a basement; and
  - b) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading will be those values associated with the base flood. Wind loading values will be those required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.
- (3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this Section.
- (4) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures. The Floodplain Administrator shall maintain a record of all such information.
- (5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.
- (6) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so

required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a) Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
  - b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable Florida or local, if more stringent than those of the State of Florida, building standards.
  - c) Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be finished, partitioned into multiple rooms, or temperature-controlled.
- (7) Prohibit the use of fill for structural support. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on site or adjacent structures. Placement of fill that would result in an increase in the base flood elevation or cause adverse impacts by wave ramping and deflection may be permitted, provided that the permit applicant first applies for and receives a conditional FIRM revision, fulfilling the requirements for such revisions as established by FEMA.
- (8) Prohibit man-made alteration of sand dunes and mangrove stands that would increase potential flood damage.
- (9) Standards for Manufactured Homes
- (a) All manufactured homes to be placed or substantially improved on sites: (i) Outside a manufactured home park or subdivision, (ii) In a new manufactured home park or subdivision, (iii) In an expansion to an existing manufactured home park or subdivision, or, (iv) In an existing manufactured home park or subdivision in which a manufactured home has incurred “substantial damage” as the result of a flood, must meet the standards of Article 5, Section E (2) through (8),
  - (b) All manufactured homes placed or substantially improved on other sites in an existing manufactured home park or subdivision shall meet the requirements of Article 5, Section B (4) (a) and (b).
- (10) Recreational vehicles placed on sites within Zones VE, V1–V30, V (with base flood elevation) on the FIRM either

- (a) Be on the site for fewer than 180 consecutive days,
  - (b) Be fully licensed and ready for highway use (on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
  - (c) Meet the requirements of Article 5, Section E (2) through (8).
  - (d) Prohibit the placement of recreational vehicles, except in an existing recreational vehicle park. They must be on site for fewer than 180 consecutive days, fully licensed and ready for highway use (on its wheels or jacking system, is attached to the site by quick disconnect type utilities and security devices, and has no permanently attached additions). They shall also have a plan for removal in case of a threat.
- (11) For all structures located seaward of the Coastal Construction Control Line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or the base flood elevation, whichever is the higher. All non-elevation design requirements Article 5, Section E (2) through ~~(104)~~ shall apply.
- (12) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood nor cause any adverse impacts to adjacent properties by wave ramping and deflection.

**ARTICLE 6. VARIANCE PROCEDURES.**

**SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD.**

The Town Council of the Town of Cutler Bay shall hear and decide appeals and requests for variances from the requirements of this ordinance.

**SECTION B. DUTIES OF VARIANCE AND APPEALS BOARD.**

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Management Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Circuit Court.

**SECTION C. VARIANCE PROCEDURES.**

In acting upon such applications, the Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (7) The compatibility of the proposed use with existing and anticipated development;
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

#### **SECTION D. CONDITIONS FOR VARIANCES.**

- (1) Variances shall only be issued when there is:
  - a) A showing of good and sufficient cause;
  - b) A determination that failure to grant the variance would result in exceptional hardship; and
  - c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance.

- (3) Variances shall not be granted after-the-fact.
- (4) The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

#### **SECTION E. VARIANCE NOTIFICATION.**

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
- (2) Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

#### **SECTION F. HISTORIC STRUCTURES.**

Variances may be issued for the repair or rehabilitation of "historic" structures – meeting the definition in this ordinance – upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

#### **SECTION G. STRUCTURES IN REGULATORY FLOODWAY.**

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

\*\*\*

**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 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 \_\_\_\_\_, 2009.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_

TAB 15



Steven J. Alexander  
Town Manager

## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** January 21, 2009  
**Re:** **ORDINANCE CREATING REGULATIONS RELATING TO THE PROTECTION OF TREES WITHIN THE TOWN**

### REQUEST

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO THE PROTECTION OF TREES WITHIN THE TOWN; PROVIDING FOR THE REGULATION OF THE SAFEGUARDING, MAINTENANCE, AND REMOVAL OF TREES WITHIN THE RIGHT-OF-WAY OF THE TOWN OF CUTLER BAY; SETTING FORTH TOWN RIGHTS AND RESPONSIBILITIES; DESCRIBING PRIVATE LANDOWNER RIGHTS AND RESPONSIBILITIES; CREATING A PUBLIC EDUCATION PROGRAM; SETTING UP A SYSTEM FOR PERMITTING AND BOND REQUIREMENTS; PROVIDING FOR PENALTIES AND NOTIFICATION; SETTING FORTH TOWN INDEMNIFICATION GUIDELINES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

### BACKGROUND AND ANALYSIS

One of the identified "goals" of the Town's Street Tree Master Plan and the "Green Plan" is to become a Tree City USA. In order for the Town to qualify for Tree City USA, the town must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. The standards were established to ensure that every qualifying community would have a viable tree management plan and program. It is important to note that they were also designed so that no community would be excluded because of size.

1. A Tree Board or Department
2. A Tree Care Ordinance
3. A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita
4. An Arbor Day Observance and Proclamation

The "proposed" tree Ordinance provides an opportunity to set good policy and meet one of the goals set in the Town's adopted Strategic Plan - (5. Community Identity, Unity and Pride) – emphasizes the development and implementation of a Town Beautification Program. Ideally, it will provide clear guidance for planting, maintaining and removing trees from streets, parks and other



public places. These types of standards have been recognized by various organizations, including the Florida Green Building Coalition as being critical to producing a more sustainable community.

Becoming a Tree City USA, helps present the kind of image that most citizens want to have for the place they live or conduct business. The Tree City USA signs at community entrances tell both residents & visitors that the Town cares about its environment. It is also an indication to prospective businesses that the Town Council has a high priority for the quality of life within the Town. Additionally, preference is sometimes given to Tree City USA communities over other communities when allocations of grant money are made for trees or forestry programs. The reason is that there are invariably more requests than available funds when grants are available through State or Federal agencies. If requests are equally worthy, some officials tend to have more confidence in communities that have demonstrated the foresight of becoming a Tree City USA.

### **RECOMMENDATION**

It is recommended that the Town Council approve the attached Ordinance, for first reading.

**ORDINANCE NO. 09- \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO THE PROTECTION OF TREES WITHIN THE TOWN; PROVIDING FOR THE REGULATION OF THE SAFEGUARDING, MAINTENANCE, AND REMOVAL OF TREES WITHIN THE RIGHT-OF-WAY OF THE TOWN OF CUTLER BAY; SETTING FORTH TOWN RIGHTS AND RESPONSIBILITIES; SETTING FORTH THE DUTIES OF THE TOWN; DESCRIBING PRIVATE LANDOWNER RIGHTS AND RESPONSIBILITIES; CREATING A PUBLIC EDUCATION PROGRAM; SETTING UP A SYSTEM FOR PERMITTING AND BOND REQUIREMENTS; PROVIDING FOR PENALTIES AND NOTIFICATION; SETTING FORTH TOWN INDEMNIFICATION GUIDELINES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recognizes the necessity of the conservation and preservation of the natural resources of the Town; and

**WHEREAS**, the protection of trees within the Town is a critical component to those conservation goals, and doing so provides benefits to all the citizens of the Town with respect to air quality, water quality, stormwater management, Town aesthetics and general quality of life; and

**WHEREAS**, this Ordinance is one facet of an integrated planning process that addresses the suitability of land use, the impacts of impervious surfaces, urban hydrology and water quality; and

**WHEREAS**, these types of standards have been recognized by various organizations, including the Florida Green Building Coalition, as being critical to producing a more sustainable community; and

**WHEREAS**, the Town Council finds that it is in the best interest of the public to provide standards and requirements for the protection of trees on public property within the Town for the purpose of making the Town a more attractive and healthier living environment; 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. Public Tree Protection.** The Town of Cutler Bay hereby creates the Public Tree Protection program, as follows:

(1) **Intent** This Ordinance is intended to supplement, not replace, the existing Town ordinance on Tree Preservation and Protection under Section 24 of the Town Code of Ordinances, and the ordinance granting the Town authority over the public right-of-way under Section 2-103.16 of the Town Code of Ordinances. This Ordinance does not apply to those species of trees covered by Sec. 24-49(4)(f) of the Town Code of Ordinances, unless the tree is a part of a natural forest community as defined by Section 24 of the Town Code of Ordinances.

(2) **Public Tree Protection Regulations**

- (a) No person except a public utility shall cut, prune, injure or remove any living tree on or in a public highway, right-of-way, neutral ground, public park, public place, sidewalk, or other public property; or cut or disturb or interfere in any way with the roots of any tree on public property; or spray with any chemical insecticide or herbicide or other oils or whitewash any tree on public property; or place any wire, rope, sign, poster, barricade, or other fixture on a tree or tree guard on public property; or injure, misuse or remove any device placed to protect any such tree.
- (b) No person shall pile building material or other material, about any tree, plant a shrub in a street in any manner that will in any way injure such tree, plant or shrub.
- (c) No person shall pave or place gravel, soil or other such material within twelve (12) ft of any tree on public property, unless approved by Town Manager or designee.
- (d) No person shall dump, pour or spill any oil, herbicide, insecticide or other deleterious matter upon any tree or tree space in any street or within the critical root zone of any tree, or keep or maintain upon any street, any receptacle from which oil or herbicide, pesticide or other deleterious matter leaks or drips, or said material onto any parking or concrete gutter so as to injure any tree on any public property.
- (e) No person shall use the rights-of-way, parks, sidewalks, or public places to dump grass clippings, tree trimmings, rocks or refuse of any nature.

(2) **Town of Cutler Bay Rights and Responsibilities**

- (a) The Town shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the rights-of-way of all streets, parks, squares, and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.
- (b) It shall be unlawful as a normal practice for any person, firm, or government entity/department to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this provision of this Ordinance by receipt of written notification from staff for each instance allowing such actions.
- (c) It shall be unlawful for any entity, utility, citizen, tree care company or government entity/department to trench, cut, grade, clear, or fill within the critical root zone of any public tree without the expressed written consent of the Town Manager or designee.

(4) **Duties of Town**

- (a) It shall be the expressed duty of the Town of Cutler Bay staff, when necessary, to issue permits, inspect tree work, require certain tree work to be performed, and enforce provisions of this ordinance.
- (b) The Town Department of Public Works shall serve as the primary department for the purpose of administering this tree ordinance and any other regulations that pertain to trees within the Town.

- (5) **Private Landowner Rights and Responsibilities** Every owner of any tree overhanging any street or right of way within the Town shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) ft. above street surface or eight (8) ft. above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The Town shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight if the private landowner has not done so within 10 days of receiving notice to do so by the Town.

- (6) **Public Education** It shall be the responsibility of Town Staff to undertake a public Arbor Day planting activity and develop and/or secure and distribute tree care and tree benefit information as part of a town wide educational program.

(7) **Permit and Bond**

- (a) It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street or park trees or tree within a public right-of-way within the Town without first applying for and procuring a permit. The fees shall be established by a separate resolution subject to approval by the Town

Council. No permit shall be required for electric utilities and their agents and contractors or Town employee doing such work in the pursuit of their public service endeavors.

- (b) Before any permit shall be issued for any tree work on public property, each applicant shall first file evidence of possession of liability insurance in the minimum amounts of \$100,000 for bodily injury and \$200,000 for property damage to protect the town and any third person injured as a result of such endeavors.

(8) **Notification and Penalties**

- (a) Any person who shall injure, damage or destroy any public tree situated upon the public right-of-way of any street, alley, sidewalk, park or other public property within the Town of Cutler Bay shall promptly notify the Town Manager or designee of any such fact and shall, within such reasonable time as specified by the Town of Cutler Bay, repair or replace the same to the satisfaction of the Town Manager or designee.
- (b) Should the person fail or refuse to repair or replace the damaged or destroyed trees or plants within such reasonable time, the Town Manager or designee shall do or cause to be done the necessary repairing or replacement, and the costs of this work shall be recovered from the person responsible for the damage or destruction by, a proper action of law which the Town is entitled.
- (c) Any person violating any provision of this ordinance shall be, upon conviction or a plea of guilty, subject to a fine not to exceed \$250 for each violation plus restitution for damages to public trees and property.

- (9) **Indemnification** Nothing contained in this ordinance shall be deemed to impose any liability upon the Town, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant upon any street tree area on his property or under his/her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any public property or right of way or public place within the Town.

**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>1</sup>

Sec. 10. Schedule of civil penalties.

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<sup>1</sup> / Proposed additions to text of Town Code are indicated by underline; proposed deletions from text of Town Code are indicated by ~~strikethrough~~.

TABLE INSET:

<i>Code Section</i>	<i>Description of Violation</i>	<i>Civil Penalty</i>
***	***	***
<u>Ordinance</u>	<u>Violation of Tree Ordinance</u>	<u>First violation \$250; Second Violation \$250; Third or subsequent violation \$250.</u>
***	****	***

**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.

PASSED on first reading this \_\_\_\_, day of \_\_\_\_\_, 2009.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_, 2009.

\_\_\_\_\_  
PAUL VROOMAN, Mayor

Attest:

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

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

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.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 16





## Planning & Zoning Department

David Hennis, AICP  
Community Development Director

# MEMORANDUM

Date: January 8, 2009

To: Steven Alexander, Town Manager

From: David Hennis, Community Development Director

Re: **Extension of Moratorium to allow for finalization of Green Building Standards**

Staff requests a 6-month extension in the ordinances enacted in May and June of last year which established a development moratorium on the issuance of site plan approvals for buildings in order to afford the staff and consultants the opportunity to prepare the necessary "green" Land Development Regulations. These moratoriums are scheduled to expire in February and March of this year. The extension is requisite to complete and finalize documents regarding community efforts towards green development regulations and initiatives.

A copy of draft Green Development Standards has been prepared and is attached which requires public review and comment prior to adoption and implementation. A draft Sustainability Plan has also been prepared by *Spillis Candela* to assist the Town in becoming certified as a Green Local Government. Along with these initiatives the Town continues to work with *Zyscovich Architects* in the preparation of codes and development requirements for the future build out of the Urban Center area surrounding Southland Mall.

### **RECOMMENDATION**

Approval of a 6-month extension in the moratoriums

**ORDINANCE NO. 09-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCES 08-11 AND 08-12 TO PROVIDE FOR AN EXTENSION TO THE MORATORIUMS ON DEVELOPMENT WITHIN THE TOWN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) recently adopted its first Comprehensive Plan, which provides the blueprint for long term growth within the Town; and

**WHEREAS**, the Town has hired highly qualified planning consultants to draft the necessary Land Development Regulations to implement the Comprehensive Plan in order to provide for efficient and well conceived growth; and

**WHEREAS**, the Town recognizes the importance of becoming a sustainable community as well as environmental stewardship in a variety of media, which include, but are not limited to, water, energy, air, and waste; and

**WHEREAS**, the Town Council adopted Ordinance 08-11 on May 21, 2008 as well as Ordinance 08-12 on June 18, 2008 creating building moratoriums on certain developments within the Town; and

**WHEREAS**, these moratoriums were adopted in order to afford the Town staff and the consultants the opportunity to prepare and adopt a Green Plan, which would implement the Comprehensive Plan by creating Land Development Regulations to further guide land use and development, so that development within the Town will further the Town’s goal of creating a sustainable community; and

**WHEREAS**, since the adoption of these moratoriums, Town staff and consultants have been working on such proposed Land Development Regulations and have held workshops to solicit input from the public; and

**WHEREAS**, although a substantial amount of work has been done, the proposed Land Development Regulations are not yet finalized; and

**WHEREAS**, as such, the Town Council finds it is necessary and reasonable to extend the moratoriums to a date certain of August 20, 2009 in order to afford the Town staff and consultants the opportunity to complete and adopt the Green Plan and related Land Development Regulations; and

**WHEREAS**, the Town Council, in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval; and

**WHEREAS**, after due notice and hearing, the Town Council finds that this Ordinance is consistent with the Town’s Comprehensive Plan and Code of Ordinances.

**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. Amendment to Ordinance 08-11.** Section 8 of Ordinance 08-11 shall be amended to read as follows:

**Section 8. Term.** The moratorium imposed by this Ordinance is temporary and shall be effective until August 20, 2009 ~~for a period of nine (9) months from the effective date of this Ordinance~~, unless dissolved earlier by the Town Council. Further, the moratorium shall automatically dissolve upon the adoption of the Green Plan and implementing land development regulations. The moratorium may be reasonably extended, if necessary, by Ordinance of the Town Council.

**Section 3. Amendment to Ordinance 08-12.** Section 8 of Ordinance 08-12 shall be amended to read as follows:

**Section 8. Term.** The moratorium imposed by this Ordinance is temporary and shall be effective until August 20, 2009 ~~for a period of nine (9) months from the effective date of this Ordinance~~, unless dissolved earlier by the Town Council. Further, the moratorium shall automatically dissolve upon the adoption of the Green Plan and implementing land development regulations. The moratorium may be reasonably extended, if necessary, by Ordinance of the Town Council.

**Section 4. Conflicts.** All ordinances or Code provisions in conflict herewith are hereby repealed.

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

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

PASSED AND ADOPTED on second reading this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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	_____

ARTICLE \_\_  
GREEN DEVELOPMENT

DRAFT  
DRAFT

To establish goals, programs and procedures which reduce the use of natural resources, create a healthier and more sustainable living environment; minimizes the negative environmental impacts of development; promotes economic and environmental health through sustainable and environmental friendly design parameters; and provides leadership to both the private and public sectors in the area of green building practices to minimize the negative environmental impacts of development on the town.

**Section 1**                    **Program Applicability**

The article shall apply to non-residential projects greater than 10,000 SF and multifamily projects greater than 5,000 SF. Public projects shall comply regardless of size, unless the town council determines that the cost [e.g., time, function, or funding] associated with the program significantly outweighs the benefits of program participation.

**Section 2**                    **Certification.**

Projects require certification by an accredited professional authorized by the Florida Green Building Coalition, US Green Building Council and/or National Home Builders Association to verify that a project has satisfied the applicable program requirements necessary for certification.

**Section 3**                    **Standards.**

Standards associated with Green Development certification are those developed by the Florida Green Building Coalition and the U.S. Green Building Council. Projects shall be bound by these standards, unless the applicant requests to be certified under an alternate standard and the request is approved by the Town Manager or designee. Standards shall apply to each sub-program as follows:

1. *FGBC.* Residential and non-residential projects seeking green development certification shall apply the requirements associated with FGBC including the Green Home Designation Standard for residential projects
2. *LEED 2.0.* Non-residential projects seeking green development certification under LEED 2.0 may be eligible for additional incentives.

**Section 4**                    **Development Incentives.**

Incentives may be granted upon request of the applicant for projects addressing Section 3 requirements and at the discretion of the Town Council. Incentives may include the following:

1. Expedited site plan review.
2. Administrative site plan review.
3. Expedited building permit review.
4. Reduced cost recovery fee, which may equal up to 50 percent.
5. Reduced impact fees.
6. Marketing of green buildings on site construction signs, Town website, use of program logo on advertisements and brochures.
7. Green Building Award by the Town at an annual ceremony.
8. To allow orientation of the building to take full benefit of available natural resources, administrative modification(s) as authorized for yard setbacks, fencing, drainage, easements,

- docks, curbing, signage, landscaping, lighting, parking, driveways and/or architectural design standards needed to support the proposed design in the opinion of the Department Director.
9. Public funding support for the project.
  10. Rebate from water, sewer, drainage and/or electric utilities.
  11. Increased density and/or intensity for those projects attaining a minimum LEED gold certification or equivalent certification from other certifying agencies;
  12. Increased height for those projects attaining a minimum LEED gold certification or equivalent certification from other certifying agencies.
  13. Assistance in obtaining available grants.

Prior to award of an incentive/s, the participant shall meet with the Town to confirm that program certifications, policies, and credits are incorporated in an acceptable manner and in perpetuity. The details shall be confirmed through a development or other agreement. The participant shall provide a performance bond in an amount to be determined by the Town Manger, which bond will be forfeited to the Town in the event the building does not meet the requirements of certification.

### **Section 5 Florida Friendly Landscape Standards.**

All projects shall follow strategies to establish Florida Friendly landscape and yards. Development shall also include standards within projects to address creation of a walkable community. Projects will encompass the following minimum standards

1. Water efficiency. Choose drought tolerant plants. Group plants according to similar water needs. Use low volume irrigation where applicable.
2. Fertilize appropriately. Choose fertilizers that contain 30 percent or more slow release nitrogen; and not exceeding 1 pound of nitrogen per 1,000 SF.
3. Mulch. Maintain 2 to 3 inches of mulch over all roots and within plant beds. Use recycled mulch or melaleuca, pine needles, or bark. Unsustainable cypress mulch is not permitted
4. Attract Wildlife. Plant native vines, shrubs, and trees following the landscaping code.
5. Reduce storm water runoff. Create swales or a rain garden to collect and filter rainwater. Direct downspouts and gutters to drain into lawns, beds, or rain barrels. Use gravel, pavers, crushed shell or mulch for walkways, patios, and driveways to absorb water and prevent runoff.
6. Protect waterways. Maintain a pesticide free along water edges of at least 10 feet. Remove evasive exotics plants for the water. Plant native vegetation according the landscape code.
7. Walkable Community. Follow the 12 Steps for a Walkable Community as listed in the Florida Department of Transportation Pedestrian and Bicycle Program parameters.

### **Section 7 Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

1. FGBC means the Florida Green Building Coalition.
2. GHDS means the Green Home Designation Standard of the Florida Green Building Coalition.
3. Green building means generally the resource efficient design, construction, and operation of buildings by employing environmentally sensible construction practices, systems, and materials.
4. L.E.E.D. 2.0 means the Leadership in Energy and Environmental Design Rating System, Version 2.0, of the U.S. Green Building Council.
5. Certification means the final designation awarded to a program participant for satisfying all requirements associated with the program for a particular project.
6. USGBC means the U.S. Green Building Council.

TAB 17



## Planning & Zoning Department

David Hennis, AICP  
Community Development Director

# 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**

### 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.

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)



ORDINANCE NO. 09-\_\_\_\_\_

**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 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 19<sup>th</sup> day of November, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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

January 12, 2009

# 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 required by Florida law, 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. This is a County facility.
	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. This is a County Facility.
	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. - 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. This is a County facility.
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. This is a County facility.
	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. This is a County facility.



	SW 97 Ave to Marlin Rd.	2L	F	F	F	<ul style="list-style-type: none"> <li>- Two-Lane Roundabout.</li> <li>- Complete sidewalk system along the north side of the road.</li> <li>- Improve and/or rebuild the existing bike/pedestrian path to standards.</li> <li>- Remove existing sidewalks along existing bike/pedestrian path segments.</li> <li>- Remove the eastbound left turn lane between Marlin Rd and SW 208th St.</li> <li>- Replace and install pavement markings and traffic signs as appropriate.</li> </ul>	
	Marlin Rd to SW 87 Ave	2L	F	F	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	
	SW 87 Ave to SW 184 St	2L	F	F	F	<ul style="list-style-type: none"> <li>- Two-Lane Roundabout at SW 87 Ave.</li> <li>- Replace and install pavement markings and traffic signs as appropriate.</li> </ul>	
	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. This is a County facility.
	SW 184 St to SW 174 St	2L	E	F	F		
Marlin Rd	Old Cutler Rd. to Caribbean Blvd	2L	D	E	E	<ul style="list-style-type: none"> <li>- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.</li> <li>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.</li> <li>- Transit improvements.</li> </ul>	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. This is a County facility.
	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	<ul style="list-style-type: none"> <li>- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.</li> <li>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.</li> <li>- Transit improvements.</li> </ul>	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. This is a County facility.
	Caribbean Blvd to SW 97 Ave	2L	F	F	F		
SW 87 Ave	SW 216 St to Old Cutler Rd.	2L	D	E	D	<ul style="list-style-type: none"> <li>- Work with the MPO to pursue the following:</li> <li>- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.</li> <li>- Perform studies to determine feasibility of Enhancement / Beautification project recommendations.</li> </ul>	This is a County facility.
	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.	This is a State facility.
	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 92-acre 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

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13
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 Canopy</del>	<del>Shading for playground equipment</del>	<del>SN, QNIP</del>			<del>540</del>					<del>540</del>
		<del>School Property</del>	<del>New Grass</del>	<del>SN, QNIP</del>			<del>560</del>	<del>515</del>				<del>1,075</del>
		<del>School Property</del>	<del>Field lighting</del>	<del>SN, QNIP</del>			<del>1,150</del>					<del>1,150</del>
		<del>School Property</del>	<del>New parking lot</del>	<del>SN, QNIP</del>				<del>1,180</del>				<del>1,180</del>
		<del>Cutler Ridge Park Pavilion</del>	<del>New Picnic Pavilion</del>	<del>SN, QNIP</del>			<del>325</del>					<del>325</del>
		<del>Cutler Ridge Park Via Course</del>	<del>Via course around perimeter of park and school field</del>	<del>SN, QNIP</del>				<del>540</del>				<del>540</del>
		<del>Cutler Ridge Park Landscaping</del>	<del>Planting of trees</del>	<del>SN, QNIP</del>				<del>330</del>				<del>330</del>
		<del>Cutler Ridge Park Swimming Pool</del>	<del>Improvements</del>	<del>SN, QNIP</del>			<del>430</del>					<del>430</del>
		<del>Gateway Park</del>	<del>Property acquisition</del>	<del>Park impact</del>			<del>1,165</del>					<del>1,165</del>
		<del>Park 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>-\$80,316.52</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>-\$61,278.57</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>-\$2,920.33</del>	<del>-\$2,275.92</del>
		<del>20320 SW 92nd Avenue</del>	<del>-\$5,442.61</del>	<del>-\$2,647.63</del>
		<del>211136 Parmit 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 Bohama 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>-\$11,346.18</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>-\$18,095.61</del>
<del>2E+07</del>	<del>CTI 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	4204601	Bayway Park rd	re-Construct Bayway Park rd	CM			62,450					
	0000000	Bayway Park rd	re-Construct Bayway Park rd	DS				56,750				56,750
FTP	N/A	Caribbean and Old Cutler Road	Accessibility Improvements	FTP	PA	60,400	5,000	5,000	5,000			81,200
	0000441	Old Cutler Road	Carb & Senior	Commission	PE		8,650	8,500	8,500			25,650
		from SH-97 Ave	traffic operations improvements	Disaster & Transportation	DSF							
FDOT	4140001	SR 270th	SR 270th	PE	PE		21,927					21,927
	4140001	SR 270th Avenue	SR 270th	DS	DS		68,394					68,394
	4140001	SR 270th Ave	SR 270th Ave	DS	DS		5,740					5,740
MPO	4182221	South Dade	South Dade	SE	PE	200	5,710	5,000	5,745			16,455
	4182221	Black Creek & Park	Black Creek & Park	SE	PE		500	500	500			1,500
	4182221	Miami Dade	Miami Dade	SE	PE	0	500					500
Miami-Dade County Parks and Recreation Department	01	Lake At the Bay Park	New Regional Park	BBCBP	Planning	0	8,260	5,700	5,750	5,500		25,210

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  
 TTPBP: 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>68</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 - People's Transportation Plan Bond Program

\* In Thousands

- SN - Safe Neighborhood Parks Bond Program
- QNIIP - Quality Neighborhood Improvements Program
- BBCBP - Building Better Communities Bond Program

\* In Thousands



CI-17



Table CI-3  
 Cutler Bay Departments  
 Capital Improvement Plan (Committed and Planned Sources)  
 FY 08/09 through 12/13

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Year					Total
					08/09	09/10	10/11	11/12	12/13	
Cutler Bay Parks and Recreation Department	Cutler Ridge Canvas Canopy <sup>2</sup>	Shading for playground equipment	SN, QNIP	\$40						\$40
	School Property <sup>2</sup>	New Grass	SN, QNIP	\$60	\$15					\$75
	School Property <sup>2</sup>	Field Lighting	SN, QNIP	\$150						\$150
	School Property <sup>2</sup>	New Parking Lot	SN, QNIP		\$188					\$188
	Cutler Ridge Park Pavilion <sup>2</sup>	New Picnic Pavilion	SN, QNIP	\$35						\$35
	Cutler Ridge Park Vita Course <sup>2</sup>	Vita course around perimeter of park & school field	SN, QNIP		\$40					\$40
	Cutler Ridge Park Landscaping <sup>2</sup>	Planting of trees	SN, QNIP		\$30					\$30
	Cutler Ridge Park Swimming Pool <sup>2</sup>	Improvements	SN, QNIP	\$100	\$330					\$430
	Gateway Park <sup>1(R)</sup>	Property acquisition	Park Impact Fees, SN, FRDAP	\$793	\$424					\$1,217
	Bel Aire Park <sup>2</sup>	Re-sod, lighting, shade trees & landscape	Park Impact Fees		\$269					\$269
	Saga Lake Park <sup>2</sup>	New baseball & soccer fields, walkways, shade trees & landscape	Park Impact Fees		\$148					\$148
	Saga Bay Park <sup>2</sup>	New lighted tennis courts, new playground equipment, ADA improvements, Parking lot, restrooms & vita course	FRDAP		\$470					\$470
	Franjo Park <sup>2</sup>	Shade structures over bleachers	SN, QNIP		\$20					\$20
Lakes by the Bay Park <sup>1(R)</sup>	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

<sup>1(R)</sup>: Project will contribute to achieving the LOS standard for Recreation and Open Space

<sup>2</sup>: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

**Table CI-3  
Cutler Bay Departments  
Capital Improvement Plan (Committed and Planned Sources)  
FY 08/09 through 12/13**

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Years					Total
					08/09	09/10	10/11	11/12	12/13	
Public Works Department	Cutler Ridge Elementary <sup>1(D)</sup>	Improvements to Storm Drainage System	FDEP		\$140					\$140
	Saga Bay Neighborhood <sup>1(D)</sup>	Improvements to Storm Drainage System	FDEP			\$500				\$500
	Town-wide Sidewalk Improvements <sup>2</sup>	Sidewalk Replacement and Install ADA Ramps	Second local option gas tax		\$400					\$400

Note: Amount in Thousands

FDEP: Florida Department of Environmental Protection

<sup>1(D)</sup>: Project will contribute to achieving the LOS standard for Stormwater Drainage

<sup>2</sup>: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

**Table CI-4  
Miami-Dade County Public Works**

Project No.	Project Name	Site	Estimated Cost	Paid to Date
2E+07	PTP Traffic Signals <sup>1(D)</sup>	SW 87 <sup>th</sup> Avenue and SW 212 <sup>th</sup> Street	\$87,160.63	\$74,219.5
2E+07	Drainage(Countywide) <sup>1(D)</sup>	SW 97 <sup>th</sup> Avenue and SW 210 <sup>th</sup> Street	\$42,994.48	\$38,258.68
2E+07	Traffic Signal Detection Loop Replacement No. 1 <sup>2</sup>	Galloway Road (SW 87 <sup>th</sup> Avenue) and SW 216 <sup>th</sup> Street	\$27,991.58	\$13,995.79
2E+07	CTI Construction Testing and Inspection, Inc. <sup>2</sup>	SW 216 <sup>th</sup> Street between Old Cutler Road and SW 99 <sup>th</sup> Court	\$4,400.00	\$2,200.00

<sup>1(D)</sup>: Project will contribute to achieving the LOS standard for Transportation

<sup>1(D)</sup>: Project will contribute to achieving the LOS standard for Stormwater Drainage

<sup>2</sup>: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

**Table CI-5  
Other Agencies  
Capital Improvement Plan (Committed and Planned Sources)  
FY 08/09 through 12/13**

Agency	Proj. No.	Project Name	Description	Funding Source	Activity/Phase	Previous Years Funding	Fiscal Year					Total
							08/09	09/10	10/11	11/12	12/13	
MDTA	0000007	Busway Park & Ride <sup>1(M)</sup>	SW 200 <sup>th</sup> St 350 spaces	DS/ LF			\$335/ \$335					\$670
PTP	000442	Caribbean from Coral Sea to SW 87 Ave <sup>1(M)</sup>	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 <sup>1(M)</sup>	Curb & gutter, traffic circles	Comm. Dist. 8 Discretionary Funds	PE, CST		\$450	\$2,000	\$7,000			\$9,040
FDOT	4060961	HEFT <sup>1(M)</sup>	Add lanes & reconstruct between SW 216 St to Eureka Dr	PE	PE, Const		\$541	\$268,500				\$269,041
	4146211	SW112th Ave <sup>2</sup>	Resurfacing from SW 224 St to US-1	DS, DIH			\$116					\$116
	4251401	US-1 at Caribbean Blvd <sup>1(M)</sup>	Intersection Improvements	DS	PE			\$18				\$18
	4147541	US-1 <sup>2</sup>	Surveillance System from SW 17 to SW 112 Ave	DS		\$140						\$140
MPO	2512651	South Dade Greenway Bike Path <sup>1(M)</sup>	Black Creek Canal	SE	PE, Const		\$510	\$1,880		\$1,745		\$4,135
	4183331	Black Creek & Biscayne Trail Bridges <sup>1(M)</sup>	Pedestrian Underpass	SE				\$757				\$757
	4183371	Miami-Dade Greenways <sup>2</sup>	Signage/ Pavement Markings	SE		\$50						\$50
Miami-Dade County Parks & Recreation Dept	63	Lakes by the Bay Park <sup>1(R)</sup>	New Park (92 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

<sup>1(M)</sup>: Project will contribute to achieving the LOS standard for Transportation

<sup>1(R)</sup>: Project will contribute to achieving the LOS standard for Recreation and Open Space

<sup>2</sup>: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

Cutler Bay Growth Management Plan  
Capital Improvements Element  
Add the following Policies to Page CI-3

**Policy C11-1N:** 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 C11-1O:** 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 18



## Planning & Zoning Department

David Hennis, AICP  
*Community Development Director*

### MEMORANDUM

To: Steven Alexander, Town Manager

From: David Hennis, Community Development Director

Date: January 12, 2009

Re: 10-Year Water Supply Facilities Work Plan and Amendments

The purpose of this request is to revise the Town's first 10-Year Water Supply Facilities Work Plan and adopt the related Growth Management Plan amendments.

In 2005, the state legislation modified Chapters 163 and 373, F.S. to improve the coordination of water supply planning and land use planning. Senate Bills 360 and 444 require all local municipalities to prepare a 10-Year Water Supply Facilities Work Plan and adopt that plan into the comprehensive plan within 18 months of the SFWMD's approval of the Lower East Coast Water Supply Plan. The work plan and the comprehensive plan amendments must address the development of traditional and alternative water supplies and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

Proposed amendments to the goals, objectives and policies of the Growth Management Plan have been made to incorporate the water supply plan in the following elements: Future Land Use, Infrastructure Element; Conservation, Intergovernmental Coordination; and Capital Improvement Element.

The First reading of the Water Supply Plan and related amendments occurred at the August 20, 2008 council meeting. At that time, the Council voted unanimously to transmit the application to the Department of Community Affairs (DCA). DCA along with the various review agencies provided comments to the Town in a letter dated November 10, 2008 (see attached). The plan and related Growth Management Plan amendments have been revised in response to the review comments.

### **RECOMMENDATION**

Revision of the plan, and adoption of the amendments.

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)

**ORDINANCE NO. 09-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING A 10 YEAR WATER SUPPLY FACILITIES WORK PLAN AND AMENDING THE TOWN'S COMPREHENSIVE PLAN (GROWTH MANAGEMENT PLAN) TO STRENGTHEN COORDINATION BETWEEN WATER SUPPLY AND LOCAL LAND USE PLANNING AS REQUIRED BY FLORIDA LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3167(13) Florida Statutes, requires each local government to address in its comprehensive plan, the water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

**WHEREAS**, Section 163.3177(4)(a), Florida Statutes requires coordination of the local comprehensive plan with the water management district's regional water supply plan; and

**WHEREAS**, the Town of Cutler Bay recognizes the need for better integration between land use planning and water supply planning; and

**WHEREAS**, Section 163.3177(6)(c), Florida Statutes, requires that local governments prepare and adopt a 10-Year Water Supply Facilities Work Plan and amend their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update; and

**WHEREAS**, the Town of Cutler Bay has proposed amendments to the policies of the Infrastructure Element and Conservation Element of its Growth Management Plan; and

**WHEREAS**, the Town Council adopts the 10 Year Water Supply Facilities Work Plan as supporting data and analysis for the Plan amendments; and

**WHEREAS**, the Town Council finds the proposed 10 Year Water Supply Facilities Work Plan and the amendments to its Growth Management Plan to be in compliance with and consistent with Florida law and its adopted Growth Management Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS<sup>1</sup>:**

---

<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 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2. Amendment to the Infrastructure Element within the Comprehensive Plan (Growth Management Plan).** The Town Council hereby amends the Infrastructure Element within the Town’s Comprehensive Plan (Growth Management Plan) as follows:

**Objective I1-4**

Town of Cutler Bay shall comply with its 10-year Water Supply Facilities Work Plan, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approves its Lower East Coast Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years. The Town of Cutler Bay Water Supply Facilities Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Town’s water demands for a 10-year period.

**Monitoring Measure I1-4**

The Work Plan shall remain consistent with the County’s 20-Year Supply Facilities Work Plan, which is compatible with the Miami Dade County Water Use Permit renewals and with projects as listed in the South Florida Water Management District’s Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District’s approval of an updated Lower East Coast Regional Water Supply Plan.

**Policy I1-4A:** Comply with the 10-year Water Supply Facilities Work Plan and incorporate such work plan into the Town of Cutler Bay Growth Management Plan.

**Policy I1-4B:** Coordinate appropriate aspects of its comprehensive plan (GMP) with the appropriate water management district’s regional water supply plan.

**Policy I1-4C:** The Miami-Dade County Water Supply Facilities Work Plan, as prepared by the Miami-Dade County Department of Water and Sewer dated July, 2007, and revised April 2008 is incorporated by reference into the Town of Cutler Bay Growth Management Plan as the Town’s 10-year Water Supply Facilities Work Plan.

**Section 3. Amendment to the Conservation Element within the Comprehensive Plan (Growth Management Plan).** The Town Council hereby amends the Conservation Element within the Comprehensive Plan (Growth Management Plan) as follows:

**Objective C-2**

Increase potable water conservation in order to better meet present and projected needs of all consumers and reduce demands on water service.

**Monitoring Measures C-2**

The successful implementation of the following policies will be analyzed to determine if water resources were conserved.

**Policy C-2A:** The Town will develop language and standards in the Land Development Regulations to comply with the water conservation policies of the South Florida Water Management District (SFWMD) to conserve the potable water supply and protect the Town from saltwater intrusion, including groundwater recharge, water-saving devices and xeriscape concepts.

\*\*\*

**Policy C-2O:** Encourage water conservation through the use of Green Building construction and site design techniques.

**Policy C-2P:** Continue to promote water conservation through public education.

**Section 4. Adoption of the Town’s 10-year Water Supply Facilities Work Plan.** The Town Council hereby adopts the 10-year Water Supply Facilities Work Plan, attached as Exhibit “A” to this Ordinance.

**Section 5. Severability.** If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

**Section 7. Effective Date.** 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 20<sup>th</sup> day of August, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

CHARLIE CRIST  
Governor

THOMAS G. PELHAM  
Secretary

**RECEIVED**  
NOV 14 2008

November 10, 2008

**THE CORRADINO GROUP**

The Honorable Paul Vrooman  
Mayor, Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Dear Mayor Vrooman:

The Department of Community Affairs has completed its review of the Town of Cutler Bay proposed Comprehensive Plan Amendment (DCA No. 08RWSP-1), which was received on September 10, 2008. Copies of the proposed amendment have been distributed to appropriate state, regional, and local agencies for their review and their comments are enclosed.

The Department has reviewed the comprehensive plan amendment for consistency with Rule 9J-5, Florida Administrative Code and Chapter 163, Part II, Florida Statutes (F.S.) and has prepared the attached Objections, Recommendations, and Comments (ORC) Report which outlines our findings concerning the comprehensive plan amendment.

The Department has identified three objections in the proposed amendment: the Intergovernmental Coordination Element lacks a policy(ies) establishing a specific on-going process to ensure coordination and verification of information related to the Town's projected water supply needs and the Miami-Dade County Water and Sewer Department's commitment to supply the projected demand, the water supply concurrency requirement has not been addressed, and the Town has not included the water conservation measures that are currently implemented by the Town's Land Development Regulations in the Town's Comprehensive Plan.

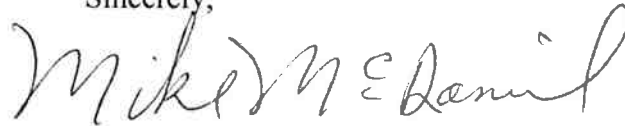
2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦  
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

The Honorable Paul Vrooman  
November 10, 2008  
Page 2

My staff and I are available to assist the Town in addressing the issues identified in our report. If you have any questions, please contact Sevini Guffey, AICP, Community Planner, at [sevini.guffey@dca.state.fl.us](mailto:sevini.guffey@dca.state.fl.us) or at (850) 922-5315.

Sincerely,

A handwritten signature in black ink that reads "Mike McDaniel". The signature is written in a cursive, flowing style.

Mike McDaniel, Chief  
Office of Comprehensive Planning

MM/skg

Enclosures: Objections, Recommendations and Comments Report  
Review Agency Comments

cc: Mr. Joe M. Corradino, Town Consultant, The Corradino Group  
Ms. Carolyn A. Dekle, Executive Director, South Florida Regional Planning Council

**DEPARTMENT OF COMMUNITY AFFAIRS**

**TOWN OF CUTLER BAY**

**PROPOSED AMENDMENT 08RWSP-1**

**OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT**

November 10, 2008  
Division of Community Planning

This report is prepared pursuant to Rule 9J-11.010, F.A.C.

**OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT**

**FOR THE TOWN OF CUTLER BAY**

**PROPOSED COMPREHENSIVE PLAN AMENDMENT 08RWSP-1**

**Introduction**

The following objections, recommendations and comments are based upon the Department's review of the Town of Cutler Bay 08RWSP-1 proposed amendment to its Comprehensive Plan pursuant to s. 163.3184, Florida Statutes (F.S.).

The objections relate to specific requirements of relevant portions of Chapter 9J-5, Florida Administrative Code (F.A.C.), and Chapter 163, Part II, F.S. Each objection includes a recommendation of one approach that might be taken to address the cited objection. Other approaches may be more suitable in specific situations. Some of these objections may have initially been raised by one or more of the other external review agencies. If there is a difference between the Department's objection and the external agency advisory objection or comment, the Department's objection would take precedence.

Each of these objections must be addressed by the Town and corrected when the amendment is resubmitted for our compliance review. Objections that are not addressed may result in a determination that the amendment is not in compliance. The Department may have raised an objection regarding missing data and analysis items, which the local government considers not applicable to its amendment. If that is the case, a statement justifying its non-applicability pursuant to Rule 9J-5.002(2), F.A.C., must be submitted. The Department will make a determination on the non-applicability of the requirement, and if the justification is sufficient, the objection will be considered addressed.

The comments that follow the objections and recommendations section are advisory in nature. Comments will not form bases of a determination of non-compliance. They are included to call attention to items raised by our reviewers. The comments can be substantive, concerning planning principles, methodology or logic, as well as editorial in nature dealing with grammar, organization, mapping, and reader comprehension.

Appended at the end of the Department's ORC Report are the comment letters from the other state review agencies and other agencies, organizations and individuals. These comments are advisory to the Department and may not form bases of Departmental objections unless they appear under the "Objections" heading in this report.

## Transmittal Procedures

Upon receipt of this letter, the Town of Cutler Bay has 60 days in which to adopt, adopt with changes, or determine that the Town will not adopt the proposed amendment. The process for adoption of local government comprehensive plan amendments is outlined in s. 163.3184, F. S., and Rule 9J-11.011, F.A.C. The Town must ensure that all ordinances adopting comprehensive plan amendments are consistent with the provisions of Chapter 163.3189(2)(a), F.S.

Within ten (10) working days of the date of adoption, the Town must submit the following to the Department:

Three copies of the adopted comprehensive plan amendments;

A listing of additional changes not previously reviewed;

A listing of findings by the local governing body, if any, which were not included in the ordinance; and

A statement indicating the relationship of the additional changes to the Department's Objections, Recommendations and Comments Report.

The above amendment and documentation are required for the Department to conduct a compliance review, make a compliance determination and issue the appropriate notice of intent.

In order to expedite the regional planning council's review of the amendments, and pursuant to Rule 9J-11.011(5), F.A.C., please provide a copy of the adopted amendment directly to the Executive Director of the South Florida Regional Planning Council.

Please be advised that Section 163.3184(8)(c), F.S., requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. **Please provide these required names and addresses to the Department when you transmit your adopted amendment package for compliance review. In the event there are no citizens requesting this information, please inform us of this as well.** For efficiency, we encourage that the information sheet be provided in electronic format.



## **I. Consistency with Chapter 163, F.S., and Rule 9J-5, F.A.C.**

### **Summary**

The Town of Cutler Bay submitted its proposed 20-Year Water Supply Facilities Work Plan and related text amendments to its Infrastructure, Conservation and Intergovernmental Coordination Elements. The Department of Community Affairs has identified three (3) objections and two (2) comments. The objections relate to lack of a policy(ies) which establish specific ongoing coordination with the Miami-Dade County Water and Sewer Department to supply the Town's future potable water needs, inadequate policy(ies) in the Capital Improvements Element to fully address water supply concurrency and the need to identify the water conservation measures that are being implemented through the Town's land development regulations in the Town's Comprehensive Plan. The comments relate to adopting a potable water Level of Service standards for non-residential land uses such as commercial, office and industrial and coordinating with Miami-Dade County Planning and Zoning Department to address comments raised by the Department.

### **Objections, Recommendations, and Comments**

**Objection 1:** The Intergovernmental Coordination Element does not include a policy(ies) that establishes a specific on-going process for coordination and verification of information related to the Town's projected water supply needs and other water supply issues with the Miami-Dade County Water and Sewer Department.

[Authority: Sections 163.3167(13), 163.3177(4), and (6)(h), F.S. and Rules 9J-5.005(6), 9J-5.015(3)(b)1, 2, 3, (c)1, 3 and 11, F.A.C.]

**Recommendation:** Include a policy in the Intergovernmental Coordination Element or revise Policy CI1-1M, to include the programs and activities the Town will undertake to ensure meaningful and ongoing coordination with WASD to ensure an adequate supply of water will be available to meet the Town's future needs. The Town and the County should address such water supply coordination issues for sharing information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), establishing level of service standards, and serving new annexation areas.

**Objection 2:** The Town has not included a policy to address the water supply requirement for concurrency as required by Section 163.3180(2)(a), F.S.

[Authority: Sections 163.3180(2)a, F.S. and Rule 9J-5.0055, F.A.C.]

**Recommendation:** Include a policy to state that prior to approving a building permit or its functional equivalent, the Town will consult with the Miami-Dade County Water and Sewer Department to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy.

**Objection 3:** The Town's Comprehensive Plan does not include a policy or policies to incorporate the water conservation measures that are currently being implemented through the Town's land development regulations.

[Authority: Section 163.3177(6)(c) and (d), F.S.; and Rules 9J-5.005(6); and 9J-5.013(2)(c)1, F.A.C.]

**Recommendation:** Include policies in the Town's Comprehensive Plan to identify the water conservation measures that are currently being implemented through the Town's land development regulations and ensure that the Town will continue to implement these conservation measures.

**Comment 1:** Consider adopting a potable water LOS standard for non-residential land uses such as commercial, office and industrial.

**Comment 2:** Coordinate with Miami-Dade County Planning and Zoning Department to resolve the Department's comments (letter dated October 22, 2008) regarding population projections, Water Use Efficiency Ordinance 08-14 and alternative water supply data per Table 1 of the CDMP Water and Sewer Sub-element.

## **II. Consistency with Chapter 187, F.S.**

The proposed amendment is inconsistent with the following provisions of Chapter 187, F.S., the State Comprehensive Plan:

Section 187.201(7), Water Resources, Policy (b)11 concerning water conservation. This requirement relates to Objection 3.

Section 187.201(15), Land use, Policies (b)1 and 6 concerning land use and directing development to areas that have the land and water resources, and service capacity to accommodate growth. This requirement relates to Objection 2.

Section 187.201(17), Public Facilities, Policies (b)1, 5, 6, 7 and 9 concerning funding public facilities to serve residents in a timely manner. These requirements relate to Objection 2.

Section 187.201(25), Plan Implementation, Policy 2, 3 and 7 to ensure local plans implement and accurately reflect State goals and policies. This requirement relates to Objection 1.

By addressing the concerns noted in Section I., these inconsistencies with Chapter 187, Florida Statutes, can be addressed.



11 BD

10/13/08

# MEMORANDUM

AGENDA ITEM #6d

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DATE: OCTOBER 6, 2008  
TO: COUNCIL MEMBERS  
FROM: STAFF  
SUBJECT: TOWN OF CUTLER BAY PROPOSED COMPREHENSIVE PLAN AMENDMENT

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## Introduction

On September 10, 2008 Council staff received proposed plan amendment #08-RWSP1 to the Town of Cutler Bay Growth Management Plan (Comprehensive Plan) for review of consistency with the *Strategic Regional Policy Plan for South Florida (SRPP)*. Staff review is undertaken pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (F.S.), and Rules 9J-5 and 9J-11, Florida Administrative Code (F.A.C.).

## Community Profile

The Town of Cutler Bay, Miami-Dade County's 35<sup>th</sup> and newest municipality, was created November 8, 2005 and is located in southeastern Miami-Dade County. The population in 2007 was estimated to be 40,468 and is projected to grow to 50,000 by 2015. The area covers approximately 9.7 square miles. The boundaries are approximately as follows: on the north by SW 184 Street (Eureka Drive) from the Florida Turnpike to Biscayne Bay; on the west from SW 184 Street following U.S. 1 to SW 112 (Allapattah Road) and then along SW 126 (Hanlin Mills Drive); on the south by SW 216 Avenue and along historic Old Cutler Road, taking a right on SW 224 Street going east to Biscayne Bay. The eastern border follows the coastline of Biscayne Bay from SW 184 Street to SW 224 Street. The Town is comprised of approximately 6,523 acres of land, with the acreage consisting of approximately 39% residential; 30% parks, conservation, and water bodies, 16% vacant protected lands; 6% vacant land; 5% commercial; 6% Industrial; 2% institutional; 16% transportation/roadways; and less than 1% other uses. Notable landmarks in the Town include the Southland Mall (formally the Cutler Ridge Mall), the South Dade Government Center and the South Dade Regional Library.

Additional information on the Town and the Region can be found on the Council's website, [www.sfrpc.com](http://www.sfrpc.com).

## Summary of Staff Analysis

Proposed amendment #08-RWSP1 includes the Town's Water Supply Facilities Work Plan and amendments to the Infrastructure and Conservation Elements of the Growth Management Plan (Comprehensive Plan). The general location of the Town of Cutler Bay is shown in Attachment 1 and the Water Supply Service Areas is shown in Attachment 2.

A summary of the proposed amendments in this package follows.

### **Water Supply Planning**

The text amendments in this proposed package have been transmitted pursuant to 2005 Growth Management legislation. Chapter 163.3177(6)(c) of the Florida Statutes requires local governments to adopt a Water Supply Facilities Work Plan (Work Plan) into their comprehensive plan within 18 months after the jurisdictional water management district approves a regional water supply plan or its update. The *Lower East Coast Water Supply Plan (LECWSP) Update* was approved by the South Florida Water Management District (SFWMD) on February 15, 2007. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to adopt a Work Plan is August 15, 2008.

The Work Plan is intended for local governments to identify and plan for water supply facilities and sources needed for existing and new development or population. The emphasis on the preparation of the Work Plan is to coordinate local comprehensive planning with the regional water supply plan, as well as promote coordination among local governments, the SFWMD, and water supply utilities within and across local government jurisdictions. The Work Plan should address the following related to water supply planning: regional and local issues; current and projected population, water supply, and demand; Level of Service (LOS) standards; conservation and reuse; alternative water supplies (AWS); and capital improvement updates for implementation.

The Goals, Objectives, and Policies (GOPs) of a local government's Comprehensive Plan are required to reflect adoption and content of the Work Plan. The Infrastructure, Capital Improvements, Intergovernmental Coordination, Conservation, and Future Land Use Elements may need to be revised for consistency of water supply planning.

A summary analysis of the Town of Cutler Bay proposed Work Plan and related text amendments follow.

#### Work Plan

The Miami-Dade County Water and Sewer Department (MDWASD) provide potable water to the residents of Cutler Bay through a retail service agreement. In addition, MDWASD serves approximately 90 percent of County residents within the Urban Development Boundary (UDB). Since the Town is dependent upon MDWASD for current and future water supply needs, the Town's Work Plan has been drafted for consistency with the Miami-Dade County 20-Year Water Supply Facilities Work Plan (2008). The County's Work Plan was adopted by the Board of County Commissioners on April 24, 2008 and found in compliance by the Department of Community Affairs (DCA) on July 18, 2008.

The Town's Work Plan provides data analysis of projected population, water supply, and demand through the year 2020 and addresses the Town's current and future potable water needs. The Work Plan also details the Town's coordination efforts with MDWASD in maintaining a proactive water conservation program, ensuring compliance with all applicable regulations and guidelines, ensuring available capacity for existing and future water needs, and maintaining infrastructure. The Plan is supportive of water conservation and reuse initiatives identified in Miami-Dade County's Work Plan and the *LECWSP Update*.

The Town identifies no deficiencies in potable water supply before the year 2020 since its water demand has been incorporated into the Miami-Dade County's Work Plan. However, the Town has a higher projected demand for the year 2020 than the County is currently forecasting because the Town's higher population projection for 2020. The Town will work with the County and the SFWMD during the five year updates to the water management plan and also through the State mandated Evaluation and Appraisal Report process to address this issue.

Since the Town recently adopted its Growth Management Plan (Comprehensive Plan) in April 28, 2008, most appropriate provisions are in place in the Future Land Use, Infrastructure, Conservation,

Intergovernmental Coordination, and Capital Improvements Elements to ensure consistency between the Town's Growth Management Plan and Work Plan for water supply planning. Additional amendments to the Infrastructure Element and Conservation Element proposed in this package are summarized below.

#### Infrastructure Element

The proposed change to this element adds a policy incorporating by reference the Miami-Dade County Work Plan into the Town's Growth Management Plan.

#### Conservation Element

The key proposed changes to this element are provisions to:

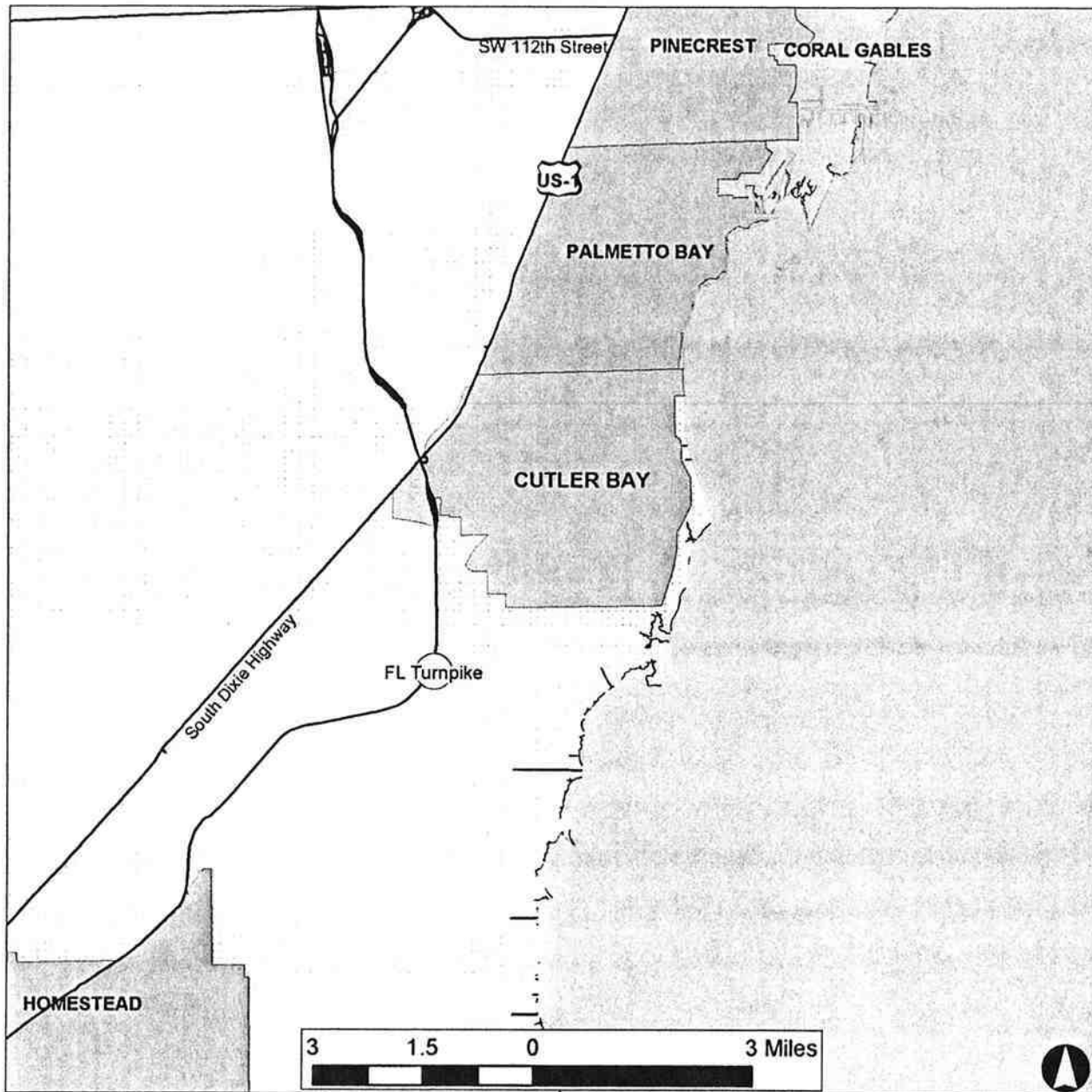
- Encourage water conservation through the use of Green building construction and site design techniques; and
- Continue to promote water conservation through public education.

The Town of Cutler Bay Council approved the transmittal of the proposed amendment unanimously at its August 20, 2008 meeting.

#### Recommendation

Find the Town of Cutler Bay proposed amendment #08-RWSP1 generally consistent with the *Strategic Regional Policy Plan for South Florida*. Approve this staff report for transmittal to the Florida Department of Community Affairs.

**Attachment 1**



**COMPREHENSIVE PLAN AMENDMENTS**

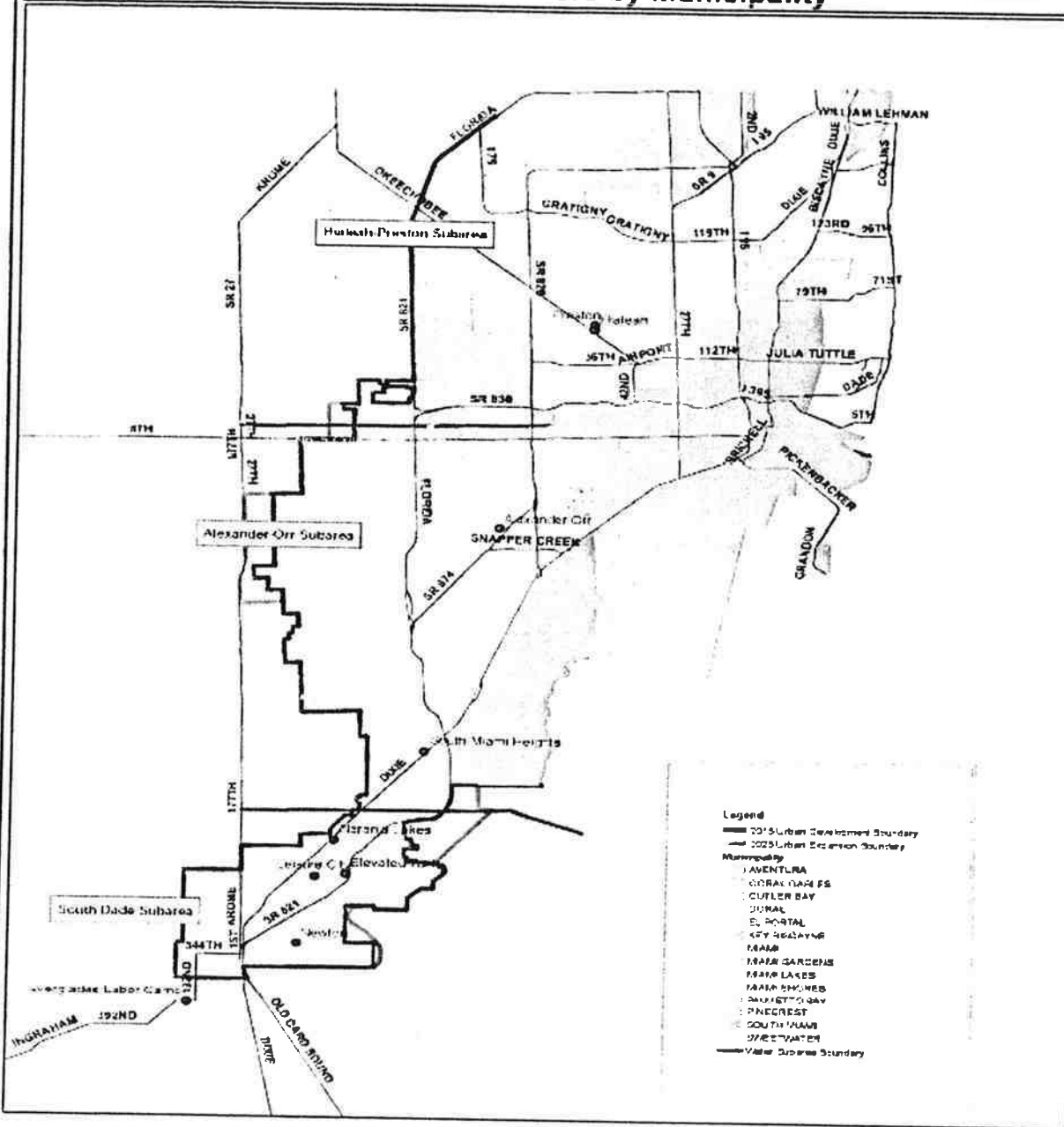
**Location Map**

Town of Cutler Bay  
Proposed Amendment #08-RWSP1

Sources: SFWMD, Miami-Dade County, SFRPC.  
Note: For planning purposes only. All distances are approximate.

Attachment 2

Miami-Dade Water and Sewer Department  
Retail Customers by Municipality



November 2007

COMPREHENSIVE PLAN AMENDMENTS

Water Supply Service Areas

Town of Cutler Bay  
Proposed Amendment #08-RWSP1

Sources: Town of Cutler Bay, Water Supply Facilities Work Plan



# Florida Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Charlie Crist  
Governor

Jeff Kotkamp  
Lt. Governor

Michael W. Sole  
Secretary

October 20, 2008

Mr. D. Ray Eubanks  
Plan Review and DRI Processing Team  
Florida Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Received via email  
10/20/2008

RE: Cutler Bay 08-RWSP1

Dear Mr. Eubanks:

On behalf of the Department of Environmental Protection, the Office of Intergovernmental Programs has reviewed the comprehensive plan amendments in accordance with the provisions of Chapter 163, *Florida Statutes*. As required by law, the scope of our comments and recommendations is limited to the environmental suitability of the proposed changes in light of the Department's regulatory and proprietary responsibilities. Based on our review of the report, the Department has found no provision that requires comment, recommendation or objection under the laws that form the basis of the Department's jurisdiction and authority. If the report pertains to changes in the future land use map or supporting text, please be advised that at such time as specific lands are proposed for development, the Department will review the proposal to ensure compliance with environmental rules and regulations in effect at the time such action is proposed. In addition, any development of the subject lands will have to comply with local ordinances, other comprehensive plan requirements and restrictions, and applicable rules and regulations of other state and regional agencies.

Thank you for the opportunity to comment on this proposal. If I may be of further assistance, please call me at (850) 245-2169.

Sincerely,

Christopher J. Stahl  
Environmental Specialist  
Office of Intergovernmental Programs

/cjs





# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 10, 2008

OCT 23 2008

Mr. Ray Eubanks, Administrator  
Plan Review and Processing  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

Dear Mr. Eubanks:

**Subject: Town of Cutler Bay, DCA #08-RWSP1  
SFWMD Comments on Proposed Comprehensive Plan Amendment  
Package**

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the Town of Cutler Bay (Town). The proposed package adopts the Water Supply Facilities Work Plan (Work Plan) and related amendments into the Infrastructure and Conservation Elements. The Town's proposed Work Plan is for a 10 year duration (2008-2018). The Town's potable water supplier is the Miami-Dade County Water and Sewer Department (WASD).

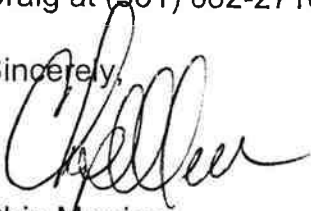
The District offers the following recommendations which we request you include in your review comments to the Town to assist them in fully meeting the statutory requirements for water supply and related capital improvements planning through the proposed amendments:

- Include an updated Intergovernmental Coordination Element or other comprehensive plan policies to reflect specific on-going activities and programs that ensure coordination and verification of information related to the Town's projected water supply needs and the WASD's commitment to supply that projected demand.
- Revise comprehensive plan policies to reflect consistency with the concurrency changes made in 2005 by stating that concurrency for water supply will be determined at the building permit stage, or its functional equivalent.
- Revise comprehensive plan policies to include the requirement to annually review and revise, as necessary, the Capital Improvement Element. The annual update of a financially feasible Capital Improvement Schedule should demonstrate that level of service standards will be maintained during the next five-year planning period.

- Consider adopting a potable water level of service standard for non-residential land uses such as office, commercial, and industrial. This will be helpful in assessing water supply needs for future site-specific non-residential land use amendments.

We look forward to collaborating with the Department of Community Affairs, the Town, and their water supplier in developing sound, sustainable solutions to meet the Town's future water needs. For assistance or additional information, please contact Marjorie Craig at (561) 682-2716 or John Mulliken at (561) 682-6649 or [jmulls@sfwmd.gov](mailto:jmulls@sfwmd.gov).

Sincerely,



Chip Merriam  
Deputy Executive Director  
Water Resources  
South Florida Water Management District

c: Steven J. Alexander, Town of Cutler Bay  
Marjorie G. Craig, P.E., SFWMD  
Bob Dennis, DCA  
Rachel Kalin, SFRPC  
John Mulliken, SFWMD  
Jim Quinn, DEP  
Maria Valdes, MDWASD

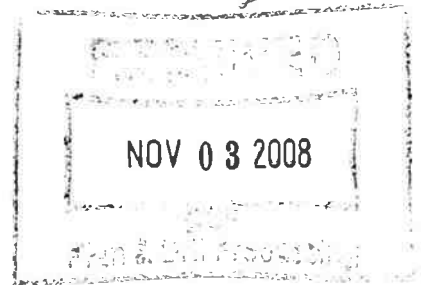


Carlos Alvarez, Mayor

Planning and Zoning  
111 NW 1st Street • Suite 1210  
Miami, Florida 33128-1902  
T 305-375-2800

miamidade.gov

October 22, 2008



Mr. Ray Eubanks, Administrator  
Plan Review and Processing  
Florida Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

RE: Town of Cutler Bay Proposed Water Supply Facility Work Plan (WSFWP)

Dear Mr. Eubanks:

The Miami-Dade County Departments of Planning and Zoning (DP&Z) and Water and Sewer (WASD) have jointly reviewed the Town of Cutler Bay's Proposed 10-Year Water Supply Facilities Work Plan (Town WSFWP). The review was conducted to identify points of consistency or inconsistency with provisions of Miami-Dade County's adopted 20-Year Water Supply Facilities Work Plan (County WSFWP). County staff finds that the proposed WSFWP is generally consistent with the County's WSFWP. The following comments address the few inconsistencies that were found:

- Page 8: Population projections for the Town of Cutler Bay are found in Exhibit C-1 of the County's WSFWP, not Exhibits 3-1 through 3-3 as noted in the Town's WSFWP.
- Page 12: Add to the Town's WSFWP that Miami-Dade County's Water Use Efficiency Ordinance 08-14, which created Section 8-31 of the Code of Miami-Dade County, was adopted on February 5, 2008, and amended by ordinance on September 2, 2008.
- Page 17: The Alternative Water Supply (AWS) Plan table contains data that is not consistent with the latest version of Table 5-1 of the County's WSFWP. The County WSFWP referenced by the Town staff is from the Support Data document of the WSFWP. County staff suggests that Town staff utilize Table 1 from the CDMP Water and Sewer Subelement as their data source to ensure consistency between plans.
- Page 13: The Level of Service (LOS) for potable water in Policy 11-1A of the Town's Infrastructure Element is not consistent with the Town's LOS included in the Town's Work Plan. Policy 11-1A should be amended to match the LOS for water included in the Town's Work Plan which is consistent with the County's LOS for water.

County staff is available to work with the City to address the comments stated above before the City considers adoption of the amendments. If you have any questions, please contact Mark R. Woerner, Chief, Metropolitan Planning, at 305-375-2835.

Sincerely,

Marc C. LaFerrier, AICP  
Director, Department of Planning & Zoning

MCLF:SB:PHC:SAF

# CONSERVATION

## Objective C-2

Increase potable water conservation in order to better meet present and projected needs of all consumers and reduce demands on water service.

## Monitoring Measures C-2

The successful implementation of the following policies will be analyzed to determine if water resources were conserved.

**Policy C-2A:** The Town will develop language and standards in the Land Development Regulations to comply with the water conservation policies of the South Florida Water Management District (SFWMD) to conserve the potable water supply and protect the Town from saltwater intrusion, including groundwater recharge, water-saving devices and xeriscape concepts.

**Policy C-2B:** The Town will coordinate with Miami-Dade County Water and Sewer Department (WASD) to encourage the creation and expansion of storage and distribution facilities for reclaimed water to institutional, commercial and residential properties in an effort to reduce the use of potable water for irrigation purposes.

**Policy C-2C:** The Town will cooperate with local, regional, state and federal agencies concerning the proper management of fresh water resources in order to conserve and maintain sufficient fresh water supplies, especially during dry periods, including cooperation with the Miami-Dade County WASD and SFWMD for implementation of water demand management policies and programs.

**Policy C-2D:** The Town will cooperate with emergency water conservation measures mandated by the Miami-Dade County WASD and SFWMD.

**Policy C-2E:** The Town will communicate the projected water demands for potable water, agriculture use, and industrial use to the Miami-Dade County WASD to ensure for a ten year period demand is reflected in WASD's water supply reports and licenses with SFWMD and other State and Federal agencies.

**Policy C-2F:** All county, regional, state and federal water quality standards shall continue to be enforced in the Town of Cutler Bay.

**Policy C-2G:** By 2008, the Town will hand out water conservation booklets and brochures at the Town Hall and on the official Town website as well as other public facilities.

**Policy C-2H:** Implementation of the 10-year water supply facilities work plan will ensure the adequate water supplies and public facilities are available to serve the water supply demands of the Town's growing population.

# CONSERVATION

**Policy C-2I:** Since the potable water network is an interconnected, Countywide System, the Town's Planning Department will cooperate with Miami-Dade County Water and Sewer Department to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity, and ensure that sufficient capacity to serve development exists.

**Policy C-2J:** If in the future there are issues associated with water supply, conservation or reuse the Town will immediately contact WASD to address the corresponding issue(s). In addition, the Town will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.

**Policy C-2K:** The Town will enforce Miami-Dade County's Water Use Efficiency Standards Ordinance adopted on February 5, 2008.

**Policy C-2L:** The Town will require the use of High Efficiency Toilets; High Efficiency Showerheads; High Efficiency Faucets; High Efficiency Clothes Washers; and Dishwashers that are Energy Star rated and WaterSense certified in all new and redeveloped residential projects.

**Policy C-2M:** The Town will encourage the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major waterusing functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.

**Policy C-2N:** The Town will encourage the use of Florida Friendly Landscapes guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc) on walkways, driveways and patios.

**Policy C-2O:** Encourage water conservation through the use of Green building construction and site design techniques.

**Policy C-2P:** Continue to promote water conservation through public education.

**Policy C-2Q:** The Town is currently practicing water conservations measures (i.e. new residential and commercial development will be required to install high efficiency plumbing fixtures and appliances) that are enforced through Chapter 8, Building Code, Section 31 of the Code of Ordinances.

**Policy C-2R** The Town will continue to implement the same or more stringent water conservation measures through its land development regulations.

# INTERGOVERNMENTAL COORDINATION

## Objective IC-3

The Town will coordinate with Miami-Dade County wholly, and the following agencies individually, in order to ensure the adequate provision of services: Police, Fire, Water and Sewer, DERM, Solid Waste, Planning and Zoning, Emergency Management, Public Works, MPO and Transit, Housing, Parks or any other agency which is determined to be necessary for the provision of services.

*The Town Manager or his designee shall act as the Town's liaison.*

## Monitoring Measures IC-3

Maintain regular communication channels and a high level of participation with Miami-Dade County when mutual cooperation and coordination is necessary.

**Policy IC-3A:** The Town shall coordinate with Miami-Dade County for the provision of local and specialized police services pursuant to Town Master/Interlocal Agreement and the subsequent Agreements for Local and Specialized Police Services. In addition, the Town may expand the relationship with the Miami-Dade County Police Department to increase the levels of assigned officers within budget constraints.

**Policy IC-3B:** The Town shall continue to coordinate with the Miami-Dade County Fire Rescue Department for the provision of additional services to the Town and to cooperate with the Department in its efforts to expand Fire Station 34 and create a redesigned facility that will be in keeping with the design guidelines as set forth in the Urban Center District.

**Policy IC-3C:** The Town shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, DERM, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update.

**Policy IC-3D:** The Town shall coordinate the planning of water and environmental resources, maintenance of the County's Secondary Canal System, enforcement of Chapter 24 of the Code of Miami-Dade County and programs delegated to Miami-Dade County by the State of Florida, Stormwater Management Permit Administration, National Flood Insurance Program and any other issues as necessary with DERM.

**Policy IC-3E:** The Town shall coordinate, as necessary, with the Department of Solid Waste Management for the continued provision of solid waste collection services to existing and future customers and for the review of level-of-service standards as maintained by the Department.

**Policy IC-3F:** The Town shall coordinate with the Miami-Dade Department of Planning and Zoning on planning and zoning matters including transmitting the Town's new Growth Management Plan and any future plan amendments to ensure consistency with the Miami-Dade County Comprehensive Development Master Plan, issues relating to Levels-of-Service,

# INTERGOVERNMENTAL COORDINATION

concurrency issues, and capital improvements projects. Additionally, the Town shall coordinate population projections with the County through data sharing and evaluating projections based on County and mid-range projections by the University of Florida's Bureau of Economic and Business Research (BEBR).

**Policy IC-3G:** The Town shall coordinate with the Office of Emergency Management and Homeland Security concerning current or future land use or zoning matters or population changes that would impact hurricane shelters or emergency evacuation routes, hurricanes or other emergencies, hazard mitigation planning, or on other issues, as necessary.

**Policy IC-3H:** The Town shall coordinate with the Department of Public Works and Florida Department of Transportation on the maintenance of Rights-of-Way; the analysis, design, installation, maintenance and replacement of traffic signs, pavement markings, and traffic signals; signal timing; and, Level-of-Service standards and monitoring.

**Policy IC-3I:** The Town shall coordinate with and support the Metropolitan Planning Organization and Miami-Dade Transit in its efforts toward multi-modal transportation planning. The Town shall also seek to improve existing service in order to meet the transportation needs of all of its citizens.

**Policy IC-3J:** The Town shall encourage Miami-Dade Transit to evaluate established transit routes on an annual basis.

**Policy IC-3K:** The Town shall support the implementation of a countywide transit impact fee.

**Policy IC-3L:** The Town shall request to be consulted by all agencies planning, designing, or constructing transportation facilities within the Town boundaries, so as to have local input in the decision making process.

**Policy IC-3M:** The Town shall coordinate with and support the efforts of the Miami-Dade Housing Agency to expand affordable housing opportunities for low- and moderate-income residents, with the Housing Finance Authority in its mission to stimulate the construction and rehabilitation of multi-family housing and to assist in the creation of housing ownership opportunities, and with the Office of Community and Economic Development to administer the state and federal funding that supports the development of viable urban neighborhoods.

**Policy IC-3N:** The Town and the Miami-Dade County Park and Recreation Department shall coordinate for the provision of parks (including regional facilities) and support the County in its mission to create outstanding recreational, natural and cultural experiences.

**Policy IC-3O:** The Town and County shall continue working together to ensure adequate delivery of services to the Town and to implement any state policies that impact the Town and County.

**Policy IC-3P:** The Town shall coordinate with Miami-Dade County WASD by requiring applications to be reviewed by WASD during the site plan review process prior to approving a Building Permit, in order to determine whether adequate water supplies

# INTERGOVERNMENTAL COORDINATION

will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Town of Cutler Bay. Additional coordination efforts will occur between WASD and the Town through the water allocation system which is a monthly spreadsheet used for tracking development activity within the Town. The Town will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in South Miami and provide input as necessary.

**Policy IC-3Q:** The Town Planning Director or a representative will attend Planners Technical Committee meetings to share information regarding water supply needs and coordinate water use issues as needed. The Planners Technical Committee is a council of professional planners representing local governments and public regulatory/review agencies in Miami-Dade County that addresses common concerns and shares resources toward solving planning problems.



# INFRASTRUCTURE

## Goal 1: Potable Water

WORK WITH THE TOWN-WIDE SERVICE PROVIDER, MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT (WASD), TO ASSURE A SUFFICIENT, DEPENDABLE, AND HIGH QUALITY POTABLE WATER SUPPLY TO MEET THE NEEDS OF CUTLER BAY RESIDENTS AND BUSINESSES ON A TIMELY BASIS, AT A REASONABLE COST AND IN COMPLIANCE WITH ALL STATE AND FEDERAL REQUIREMENTS TO PROTECT THE HEALTH AND SAFETY OF THE PUBLIC.

### Objective I1-1

The Town will meet or exceed the adopted Levels-of-Service (LOS) standard throughout the planning period.

### Monitoring Measures I1-1

The Town's required reports showing the potable water Level-of-Service from County WASD.

**Policy I1-1A:** The adopted Cutler Bay LOS standard for potable water is:

Regional Treatment. System shall operate with rated maximum daily capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system for the preceding 5 years.

User LOS. Maintain capacity to produce and deliver 155 gallons per capita per day.

Water Quality. Shall 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 (County).

#### Minimum Fire-Flow LOS.

Single Family Residential Estate – 500 gal/min

Single Family Residential (min. 7,500 SF lots) – 750 gal/min

Multi-Family Residential – 1,500 gal/min

Semi-professional offices – 1,500 gal/min

Hospital/Schools – 2,000 gal/min

Business/Industry – 3,000 gal/min

**Policy I1-1B:** The Town will monitor the planning, capital programming and Construction programs of the Miami-Dade County WASD to help ensure that Cutler Bay residents, businesses and other Town users are provided with potable water services in compliance with the adopted LOS standard throughout the planning period.

# INFRASTRUCTURE

**Policy I1-1C:** The Town will review all development proposals to make sure that if the proposed projects are constructed, the Town's adopted potable water LOS standard will be maintained.

**Policy I1-1D:** The Town will work closely with Miami-Dade County WASD to ensure treatment capacity of potable water for all existing and future development in the Town to maintain the adopted LOS standard.

**Policy I1-1E:** The Town will urge Miami-Dade County WASD to provide looped water lines and water lines of an adequate size for fire suppression purposes.

# INFRASTRUCTURE

## **Objective I1-2**

The Town will coordinate with the Miami-Dade WASD to help ensure the cost-efficient use of existing facilities and coordinate prudent future expansion plans consistent with projected needs to accommodate development at the densities and intensities proscribed in the Future Land Use Element.

## **Monitoring Measures I1-2**

The Town requests development reviews from Miami-Dade County WASD.

**Policy I1-2A:** The Town will encourage future development into areas that are already served, or programmed to be served by County WASD potable water facilities.

**Policy I1-2B:** The Town will coordinate future public and private land use plans of the Town with the Miami-Dade County WASD to assist that agency in effectively planning for Cutler Bays' future growth.

**Policy I1-2C:** The Town will include the review and comment of Miami-Dade County's WASD in the development review process for Comprehensive Plan amendments, rezonings, site plan and plat approvals to help ensure the cost-efficient use of existing County water facilities and extension of new water service.

# INFRASTRUCTURE

## **Objective I1-3**

The Town will actively encourage all residents and businesses in Cutler Bay to conserve potable and non-potable water to the maximum extent possible.

## **Monitoring Measures I1-3**

The promotion of water conservation by the Town through distributed brochures, pamphlets, and other media when appropriate.

**Policy I1-3A:** Town Hall shall serve as a central distribution point for South Florida Water Management District, Florida ERP and Miami-Dade County WASD news releases, brochures and public presentations on ways for homeowners, businesses and industry to conserve all forms of water resources.

**Policy I1-3B:** The Town's Land Development Regulations shall contain standards requiring the use of all feasible water-saving devices in new and renovation building construction.

**Policy I1-3C:** The Town's Land Development Regulations will contain the minimum standards for the use of water-saving "xeriscape" plants, watering techniques and landscape designs in existing and future developed areas of the Town.

**Policy I1-3D:** The Town will encourage homeowners and businesses in Cutler Bay to use non-potable water for landscaping and lawn care and maintenance.

**Policy I1-3E:** The Town will assist South Florida Water Management District in providing educational materials on innovative ways homeowners can landscape and install devices such as rainbarrels to collect rainwater for reuse within their own yards.

**Policy I1-3F:** Where feasible, the Town will assist Miami-Dade County WASD in the installation of treated re-used (grey) water lines in Cutler Bay for use in parks, on road Rights-of-Way and other appropriate landscaped areas with the Town limits.

**Policy I1-3G:** The Town will cooperate fully with emergency water conservation measures mandated by the South Florida Water Management District; including enforcement.

# INFRASTRUCTURE

## **Objective I1-4**

Town of Cutler Bay shall comply with its 10-year Water Supply Facilities Work Plan, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approves its Lower East Coast Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years. The Town of Cutler Bay Water Supply Facilities Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Town's water demands for a 10-year period.

## **Monitoring Measure I1-4**

The Work Plan shall remain consistent with the County's 20-Year Supply Facilities Work Plan, which is compatible with the Miami Dade County Water Use Permit renewals and with projects as listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.

**Policy I1-4A:** Comply with the 10-year Water Supply Facilities Work Plan and incorporate such work plan into the Town of Cutler Bay Growth Management Plan.

**Policy I1-4B:** Coordinate appropriate aspects of its comprehensive plan (GMP) with the appropriate water management district's regional water supply plan.

**Policy I1-4C:** The Miami-Dade County Water Supply Facilities Work Plan, as prepared by the Miami-Dade County Department of Water and Sewer, dated July, 2007 and Revised April 2008 is incorporated by reference into the Town of Cutler Bay Growth Management Plan.

**TOWN OF CUTLER BAY**

**WATER SUPPLY FACILITIES**  
**WORK PLAN**

**Amendments to the**  
**Growth Management Plan**

**Response to the**  
**Objections, Recommendations and Comments**  
(DCA No. 08RWSP-1)

**December 8, 2008**

The Department of Community Affairs has completed its review of the Town of Cutler Bay proposed Comprehensive Plan Amendment (DCA No. 08RWSP-1) based on Rule 9J-5, Florida Administrative Code and Chapter 163, Part II, F.S. and has prepared the following Objections, Recommendations and Comments which outline the findings concerning the comprehensive plan amendment.

The objections, recommendations and comments have been written here in **italics** and a related response is provided in **bold**.

***Objection 1:** The Intergovernmental Coordination Element does not include a policy(ies) that established a specific on-going process for coordination and verification of information related to the Town's projected water supply needs and other water supply issues with the Miami-Dade County Water and Sewer Department.*

***Recommendation:** Include a policy in the Intergovernmental Coordination Element or revise Policy CI-1M, to include the programs and activities the Town will undertake to ensure meaningful and ongoing coordination with WASD to ensure an adequate supply of water will be available to meet the Town's future needs. The Town and County should address such water supply coordination issues for sharing information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), establishing level of service standards, and serving new annexation areas.*

**Response:**

**Add two new policies to Intergovernmental Coordination Element as follows:**

**1. The Town Planning Director or a representative will attend Planners Technical Committee meetings to share information regarding water supply needs and coordinate water use issues as needed. The Planners Technical Committee is a council of professional planners representing local governments and public regulatory/review agencies in Miami-Dade County that addresses common concerns and shares resources toward solving planning problems.**

**2. The Town shall coordinate with Miami-Dade County WASD by requiring applications to be reviewed by WASD during the site plan review process prior to approving a Building Permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Town of Cutler Bay. Additional coordination efforts will occur between WASD and the Town through the water allocation system which is a monthly spreadsheet used for tracking development activity within the Town. The Town will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in South Miami and provide input as necessary.**

***Objection 2:** The Town has not included a policy to address the water supply requirement for concurrency as required by Section 163.3180(2)(a), F.S.*

***Recommendation:** Include a policy to state that prior to approving a building permit or its functional equivalent, the Town will consult with the Miami-County Water and Sewer Department to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy.*

**Response:**

**Add one new policy to Intergovernmental Coordination Element as follows:**

**1. The Town shall coordinate with Miami-Dade County WASD by requiring applications to be reviewed by WASD during the site plan review process prior to approving a Building Permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Town of Cutler Bay. Additional coordination efforts will occur between WASD and the Town through the water allocation system which is a monthly spreadsheet used for tracking development activity within the Town. The Town will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in South Miami and provide input as necessary.**

***Objection 3:** The Town's Comprehensive Plan does not include a policy or policies to incorporate the water conservation measures that are currently being implemented through the Town's land development regulations.*

***Recommendation:** Include policies in the Town's Comprehensive Plan to identify the water conservation measures that are currently being implemented through the Town's land development regulations and ensure that the Town will continue to implement these conservation measures.*

**Response:**

**Add two new policies to the Conservation Element**

**1. The Town is currently practicing water conservations measures (i.e. new residential and commercial development will be required to install high efficiency plumbing fixtures and appliances) that are enforced through Chapter 8, Building Code, Section 31 of the Code of Ordinances.**

**2. The Town will continue to implement the same or more stringent water conservation measures through its land development regulations.**

***Comment 1:** Consider adopting a potable water LOS standard for non-residential land uses such as commercial, office and industrial.*



**Response:** The potable water LOS standard for non-residential land uses which are consistent with the County's LOS for water will be included in Policy I1-1A of the Infrastructure Element of the Town of Cutler Bay Growth Management Plan .

*Comment 2:* Coordinate with Miami-Dade County Planning and Zoning Department to resolve the Department's comments (letter dated October 22, 2008) regarding population projections, Water Use Efficiency Ordinance 08-14 and alternative water supply data per Table 1 of the CDMP Water and Sewer Sub-element.

**Response to the Miami-Dade County Planning and Zoning comments are as follows:**

*Comment:*

*Page 8:* Population projections for the Town of Cutler Bay are found in Exhibit C-1 of the County's WSFWP, not exhibits 3-1 through 3-3 as noted in the Town's WSFWP.

**Response:** Page 8 of the Town of Cutler Bay WSFWP has been revised to reflect the correct name of the table in the County's WSFWP.

*Comment:*

*Page 12:* Add to the Town's WSFWP that Miami-Dade County's Water Use Efficiency Ordinance 08-14, which created Section 8-31 of the Code of Miami-Dade County, was adopted on February 5, 2008, and amended by ordinance on September 2, 2008.

**Response:** Page 12 of the Town's WSFWP will be revised to include the Ordinance number and amendment dates.

*Comment:*

*Page 17:* The Alternative Water Supply (AWS) Plan table contains data that is not consistent with the latest version of Table 5-1 of the County's WSFWP. The County WSFWP referenced by the Town staff is from the Support Data document of the WSFWP. County staff suggests that Town staff utilize Table 1 from the CDMP Water and Sewer Subelement as their data source to ensure consistency between plans.

**Response:** Page 17 of the Town's WSFWP will be revised to include data from Table 1 of the Miami-Dade County CDMP Water and Sewer Subelement.

*Comment:*

*Page 13:* The Level of Service (LOS) for potable water in Policy I1-1A of the Town's Infrastructure Element is not consistent with the Town's LOS included in the Town's Work Plan. Policy I1-1A should be amended to match the LOS for water included in the Town's Work Plan which is consistent with the County's LOS for water.

**Response:** Policy I1-1A of the Infrastructure Element will be revised to match the LOS for water included in the Town of Cutler Bay WSFWP which is consistent with the County's LOS for water.

# **TOWN OF CUTLER BAY**

# **WATER SUPPLY FACILITIES WORK PLAN**

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## **Introduction**

Since early 2000, there have been serious discussions among Florida's water management districts, public and private utilities, and other stakeholders on whether traditional water supply sources currently used will be sufficient to meet the demand of a growing population and, agriculture and industry over the next 20 years. In addition, there is growing concern that the demand for additional water will adversely effect the environment. Recently, four of Florida's five water management districts have determined that traditional water supply sources currently used in their respective districts will not be sufficient to meet the water demands. In response to the findings, the Florida Legislature enacted bills in 2002, 2004, and 2005 to address the state's water supply needs. The water management districts adopted a series of water supply initiatives including the update of the Water Supply Plan and identification of Water Resource Development projects and Water Supply Development projects. According to the Lower East Coast Water Supply Plan, "Water Resource Development projects are generally the responsibility of a water management district, and are intended to assure the availability of an adequate supply of water for all competing uses deemed reasonable and beneficial, and to maintain the functions of natural systems. Water Supply Development projects are generally the responsibility of local users, such as utilities." The Water Supply Development projects may include planning, design, construction, operation and maintenance of public and private facilities for water collection, production, treatment, transmission, or distribution for sale, resale or end use (Section 373.019(24) Florida Statutes).

The purpose of the Water Supply Facilities Work Plan is to identify and plan for the water supply facilities needs to serve existing and new development within the Town's boundaries.

The Town of Cutler Bay (Town) has recognized the importance of water conservation through its new Growth Management Plan (comprehensive plan). The Town recognizes that in order to maintain a proactive water conservation program there has to be an effective coordination program with Miami-Dade County Water and Sewer Department (MDWASD) to ensure the success of the program. In addition, the Town maintains an excellent working relationship with WASD as a retail customer to ensure compliance with all applicable regulations and guidelines. As a retail customer, the Town residents' buy their water directly from WASD at a rate determined by the WASD. Under this arrangement, the Town's Public Works Department coordinates with WASD to ensure that enough capacity is available for existing and future customers and supporting infrastructure such as the water lines are adequately maintained.

The Town of Cutler Bay Water Supply Facilities Work Plan (hereinafter the Work Plan) will reference the initiatives already identified in the Miami-Dade County's 20-year Water Supply Facilities Work Plan since the Town is a retail buyer. According to state guidelines, the Work Plan and the Growth Management Plan (GMP) elements must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The Town of Cutler Bay 10-year Work Plan will adopt the same planning time schedule as the first ten years of the Miami-Dade County's Water Supply Facilities Work Plan.

The Town's Water Supply Facilities Work Plan is divided into six sections:

Section 1 - Background Information

Section 2 - Water Supply Facilities Work Plan Goal

Section 3 – Water Supply Facilities Work Plan Objective

Section 4 – Water Supply Facilities Work Plan

Section 5 – Work Plan Projects/Capital Improvement Element/Schedule

Section 6 – Comprehensive Plan Goals, Objectives and Policies

## **Section 1 - Background Information**

The intent of this section is to provide an overview of the Town including information on land use and population.

The Town of Cutler Bay was incorporated in 2005, making it the 35th municipality established in Miami-Dade County. The boundaries of the Town encompass an area approximately ten square miles bounded by SW 184 Street to the north, the US-1 busway to the west, SW 232 Street to the south, and Biscayne National Park to the east. The Town is surrounded by unincorporated Miami-Dade County to the south and west, and the Village of Palmetto Bay to the north.

The Town of Cutler Bay is substantially built-out. The Town's current population is 39,000, with future development potential and population growth limited by the scarcity of vacant and developable land. The potential expansion of the Town's current boundaries through annexations is the only factor which might result in significant population increase during the planning period.

In 2007, an evaluation of existing gross acreage by land uses revealed that 2,472.6 acres or 38.5% of the total gross acreage in the town is dedicated to residential use. The remaining gross acreages are allocated to non-residential such as retail and office (4.4%); hotels and motels (.06%); institutional (2%); transportation, communication, utilities (16.1%); undeveloped (21%) and; inland water (.5%). The Town does not anticipate substantial increases in land area in the near future, unless there is policy decision from the Town Council to reconsider their position on annexation. In the meantime, the residential and non-residential growth rate is anticipated to be minimal for the next 10 to 20 years.

Regional issues that affect the Town of Cutler Bay include minimizing pressure on the Everglades ecosystem. The South Florida Water Management District is the state agency responsible for water supply in the Lower East Coast planning area which includes the jurisdictional boundaries of Cutler Bay. SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rule making to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This reduced reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

## **Section 2 - Water Supply Facilities Work Plan Goal**

The goal of the Town of Cutler Bay Work Plan is to work with Miami-Dade WASD to ensure that adequate water supplies are available to support existing and future growth within the jurisdictional boundaries of the Town.

## **Section 3 - Water Supply Facilities Work Plan Objective**

The objective of the Town of Cutler Bay Work Plan is to identify and plan for the water supply facilities needs to serve existing and new development within the Town's boundaries. Chapter 163, Part II, F.S., requires that local governments prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The *Lower East Coast (LEC) Water Supply Plan Update* was approved by the South Florida Water Management District on February 15, 2007. Therefore, the deadline for local governments within the LEC jurisdiction to amend their comprehensive plans to adopt a Work Plan is August 15, 2008.

## **Section 4 – Water Supply Facilities Work Plan**

### *Data and Analysis*

The intent of the data and analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and intensity.

Presently, the Town does not have any relevant water supply, conservation or reuse issues to report in the work plan.

### *Statutory History*

The Florida Legislature has enacted bills in 2002, 2004, and 2005 sessions to address the state's water supply needs. These bills, specifically Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

### *Statutory Requirements*

The following highlights the statutory requirements:

1. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services, [s.163.3177(6)(a), F.S., effective July 1, 2005.] Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department for review. The submitted

package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.

3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. [s.163.3180(2)(a), F.S., effective July 1, 2005.] This “water supply concurrency” is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should update their comprehensive plans and land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts plan amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR).
4. For local government subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the “Infrastructure Element”), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s. 163.3177(6)(c), F.S.];
  - b. Identify the traditional and alternative water supply projects, bulk sales agreements, and the conservation and reuse programs necessary to meet current and future water use demands within the local government’s jurisdiction [s. 163.3177(6)(c), F.S.]; and
  - c. Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.] Amendments to incorporate the water supply facilities work plan into the comprehensive plan are exempt from the twice-a-year amendment limitation. [s. 163.3177(6)(c), F.S.]
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period.
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s.163.3177(6)(d), F.S.]

If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing

and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s.163.3167(13), F.S.]

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177(6)(h)1., F.S.]
8. Address in the EAR, the extent to which the local government has implemented the 10-year water supply facilities work plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, bulk sales agreements, and conservation and reuse programs are meeting local water use demands. [s.163.3191(2)(1), F.S.]

#### *Relevant Water Supply, Conservation, or Reuse Issues*

Presently, the Town does not have any relevant water supply, conservation or reuse issues to report in the work plan. If in the future there are issues associated with water supply, conservation or reuse the Town will immediately contact WASD to address the corresponding issue(s). In addition, the Town will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.

#### *Population Information*

The Town's existing and future population figures are derived from Miami-Dade County Planning and Zoning Department, the University of Florida Bureau of Economic and Business Research (BEBR) and are consistent with the projections provided in the adopted Town of Cutler Bay Growth Management Plan. The Town of Cutler Bay is a municipality of approximately 39,000 residents located in the southern portion of Miami Dade County. Estimates conclude that the current population is an increase of nearly 30% over a seven year period. By 2010 the Town's population is anticipated to increase to 43,000; by 2015 to increase to 50,000, and by 2020, to increase to 60,000. This relatively minor population growth is reflective of the fact that the Town is substantially built-out, with future development potential and population growth limited to redevelopment opportunities.

The Cutler Bay housing estimate for 2007 is based on adding the 2000-2007 number of new units reported on the County Property Appraiser files (3,934 units) to the Census 2000 figure (10,718 units). For the purpose of making population estimates the Property Appraiser count of new units built in 2006 (957 units) was reduced by 25 percent to reflect the higher vacancy rates found in newly built units in the past year. The result is an estimate of 13,873 units in 2007. At 2.82 persons per unit, the population estimate for planning purposes is 39,121 persons.

It is important to note that projections are not predictions of the future. The future is essentially dependent on factors beyond the control of any given local government. Projections are figures based on the best available data, an analysis of recent trends, and an understanding of local government growth management goals and policies. The projections link the figures for the Town with those currently adopted by Miami-Dade County for Minor Statistical Area 7.1. Cutler Bay currently accounts for about three of every four housing units in this MSA. The



County projections were adopted prior to a recent surge in residential construction in the MSA that has been followed by a significant downturn in construction activity. The projections will be revised in the coming year to reflect the recent surge and the current slow down in residential construction.

For 2010 the Town was projected to account for about 85 percent of the currently projected housing in MSA 7.1. At 2.82 persons per unit this translates into a population figure accounting for 83 percent of the projected Area population.

For 2015 and 2020 the Town was projected to account for about 90 percent of the currently projected housing in MSA 7.1. At 2.82 persons per unit this translates into a 2015 population figure accounting for 88 percent of the projected MSA population and a 2020 figure accounting for 90 percent.

The Miami-Dade County’s 20-year Water Supply Facilities Work Plan population projections for the Town of Cutler Bay are found in Exhibit C-1 “Water Supply Service Area, Retail Customers by Municipality” of the County’s Water Supply Work Plan and are not consistent with the population projections from the adopted Town of Cutler Bay 2007 Growth Management Plan, see Table A below.

**Table A**  
**Population Projection**  
**Comparison for Cutler Bay**

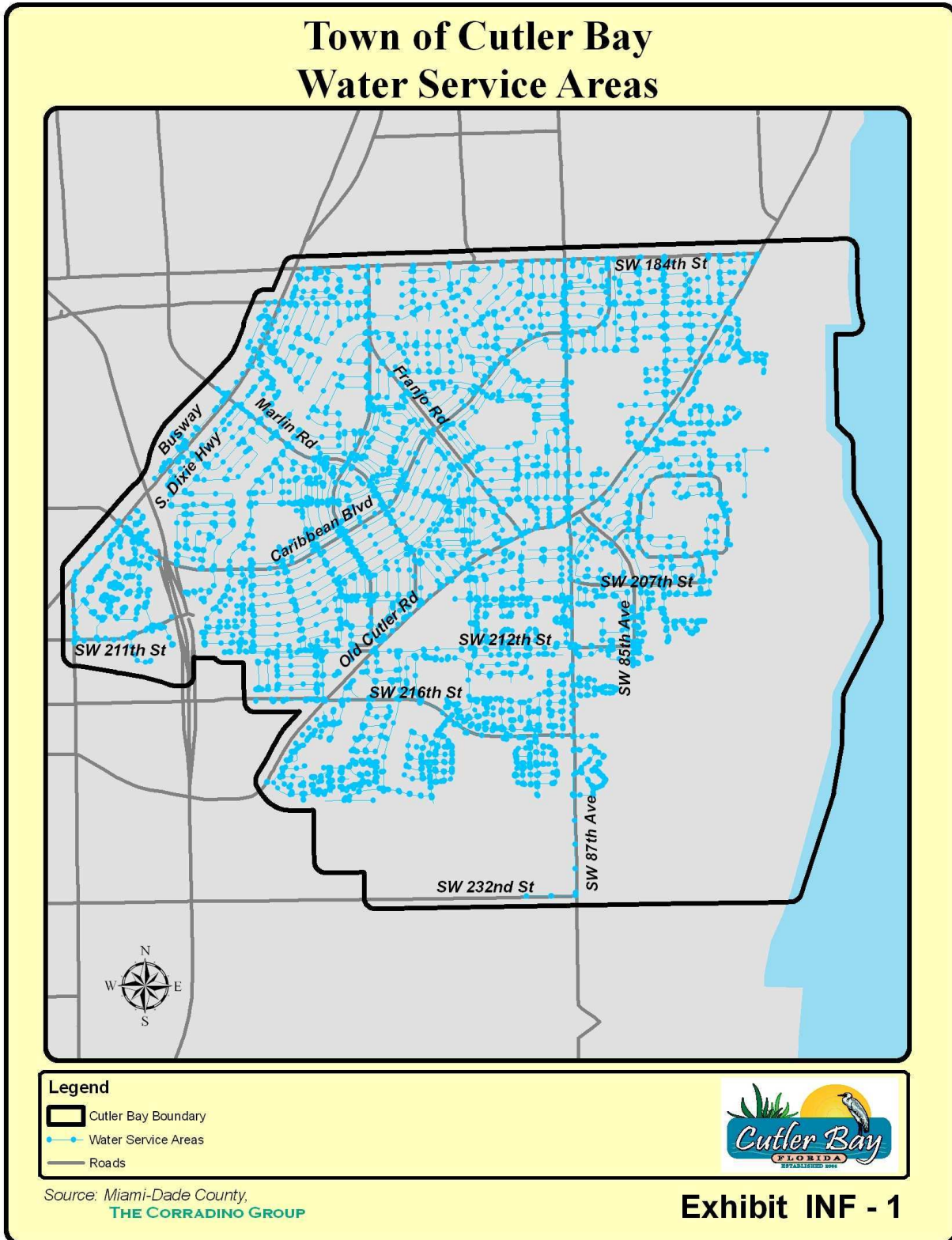
<b>Year</b>	<b>Cutler Bay Comprehensive Plan</b>	<b>MDWASD 20-year Water Supply Facilities Work Plan</b>
<b>2007</b>	39,000	41,053
<b>2010</b>	43,000	44,730
<b>2015</b>	50,000	50,859
<b>2020</b>	60,000	53,240

While the population projections from the Miami-Dade County Work Plan and from the Town are not the same for each year, the largest difference in projections doesn’t occur until 2020. In all years except 2020, the WASD is projecting a higher population than the Town. The population projections from the WASD water supply plan are based on the County’s Future Land Use Map designations. The Future Land Use Map for Cutler Bay provides for higher density mixed-use districts which were not anticipated on the County’s FLUM. The higher density mixed-use districts are located primarily along the US-1 corridor and the existing Southland Mall. These areas are already built-out and anticipated to be redevelopment areas. Redevelopment can take significantly longer than new development, for this reason the Cutler Bay population projections reflect the biggest variance with the County’s projections over the long-range planning period from 2015 to 2020. The short term projection variances can be attributed to the fact that the County’s FLUM included over 1,700 acres of vacant land that is

within residential land use designations and would have permitted residential development. These areas are included in the Conservation land use district under the Town's Future Land Use Map.

# Map of Current Areas Served by Miami-Dade Water and Sewer Department

Source: Miami-Dade County ETSD



### *Water Supplier Information*

The intent of the County Work Plan is to meet the statutory requirements and to coordinate the Department's water supply initiatives with the Lower East Coast regional Water Supply Plan, prepared by the South Florida Water Management District. The Miami-Dade County 20-Year Water Supply Facilities Work Plan is attached as Appendix A.

The MDWASD's service area is the entire Miami-Dade County excluding North Miami Beach, Homestead, Florida City, and portions of North Miami. The County has defined an Urban Development Boundary (UDB) to concentrate development and limit sprawl. In addition, the County has planned urban Expansion Areas for future development following build out within the UDB. The areas served are included within the Urban Development Boundary (UDB). The Urban Expansion areas are included in the planning horizon in 2015 and thereafter. The following summarizes the Miami-Dade County's Work Plan:

- Description of population and water demand projections (Exhibit C-1 and C-2, Water Supply Service Area, Retail and Wholesale Customers, respectively, by Municipality provides municipal population projections and projected AADF "Annual Average Daily Flow" finished water based on 155 gpcd. The population information was derived from Miami-Dade County Department of Planning and Zoning Transportation Analysis Zone (TAZ) 2004 population data. This subsection also provides a brief discussion of WASD's conservation and reuse programs.);
- Water Supply Facilities Work Plan details the facilities and proposed alternative water supply (AWS) projects that are planned in order to meet the water demands through 2027. Each project is expected to be a completed in increments consistent with the projected growth set forth in the Plan. The AWS projects and annual average daily demand (AADD) assumes that all current wholesalers will remain in WASD system through 2027, except for the City of North Miami Beach. The AWS projects are included in the County's Capital Improvement Element.

In the 20-Year Work Plan, WASD is committed to meet the water demand for the municipalities within the service area. The Town of Cutler Bay is served by the Alexander Orr, Jr. subarea. This subarea is comprised of a high pressure system with two major piping loops. This is one of the largest subareas in the system because it delivers water to nearly all of Miami-Dade County south of Flagler Street to SW 248<sup>th</sup> Street, including Virginia Key, Fisher Island, the Village of Key Biscayne and, upon request, to the City of Homestead, and Florida City. The Alexander Orr, Jr. subarea, water treatment plant is supplied by four water supply wellfields (Alexander Orr, Jr.- capacity 74.4 mgd; Snapper Creek – capacity 40.0 mgd; Southwest – capacity 161.16 mgd; and West -32.4 mgd), with a total designed capacity of approximately 308 mgd. In this subarea, there are also Upper Floridian Aquifer wells at two of the wellfields (West Wellfield and the Southwest Wellfield). These wells have a total capacity of 25.20 mpd. WASD anticipates using these wells for storage of fresh Biscayne Aquifer water during the wet season (when operating water levels in canal permit) for extraction and use in the dry season. In order to use the Upper Floridian Aquifer wells, WASD designed an ultra-violet (UV) light disinfection system for each ASR site to treat the Biscayne aquifer water before injecting in the Floridian Aquifer.

### *Conservation*

Typically, water conservation programs are initiated at the local level, by either municipal water utilities or regional governments. Presently, water utilities are saving substantial amounts of water through strategic water-efficiency programs and Best Management Practices (BMP) included in their Water Use Efficiency Plan. The savings from water conservation often translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities.

The Town of Cutler Bay is in full support of the water conservation initiatives adopted by the SFWMD and Miami-Dade County. The County 20-year Water Use Efficiency Plan identifies approximately 20 mgd of water saved through the year 2027. This Plan identifies the County efforts to promote water conservation including BMPs. The BMPs identified in the Plan are based on population characteristics and type of service for each municipal service area. The County anticipates that the implementation of all BMPs in MDWASD's service area will result in a reduction in per capita usage. In addition, the County will establish per capita consumption for all municipalities including those in WASD's retail customer service area. Based on this data, WASD will work with the municipalities to address those with higher than average per capita and will target programs for those areas. The County has also developed recommendations for new development to achieve higher use water savings than currently required by code. The Board of County Commissioners adopted the Water Use Efficiency Ordinance 08-14 which created Section 8-31 of the Code of Miami-Dade County on February 5, 2008, and amended by ordinance on September 2, 2008. These water efficiency recommendations represent an additional 30 percent to the water savings identified in the 20-year Water Use Efficiency Plan. The County anticipates that the implementation of the BMPs identified in the 20-year Water Use Efficiency Plan will result in an adjusted system wide per capita of 147.82 gpcd by year 2027.

While the Town is not responsible for the Comprehensive Everglades Restoration Project, it is supportive of the regional water conservation efforts related to this regional rehydration of the Florida Everglades. The Town is also supportive of mandating yard water restrictions that have been directed by the South Florida Regional Water Management District. There are no water conservation projects identified in the Town's CIE or CIS.

The Town will continue to coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. In addition, the Town will continue to support and expand existing goals, objectives and policies in the GMP that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town will continue to actively support SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water.

### *Reuse*

For the past years, the State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increase the volume of reclaimed water used and promotes public acceptance of reclaimed water. In

addition to the public and private efforts, there are two sections of the Florida Statutes (Secs.403.064(1) and 373.250(1) F.S.) that promote water reuse as a formal state objective. “These sections further conclude that water reuse programs designed and operated in compliance with Florida’s rules governing reuse are deemed protective of public health and environmental quality.” In addition, Section 403.064(1), F.S., concludes that “reuse is a critical component of meeting the state’s existing and future water supply needs while sustaining natural systems.”

The Town of Cutler Bay is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 170 mgd of water reuse as noted in the County’s 20-year water use permit. In the 20-year Work Plan, the County identified a number of water reuse projects and their respective schedule. According to the Plan, “reuse projects to recharge the aquifer with highly treated reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade subarea wellfields....In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants... These projects will be implemented in the City of North Miami and North Miami Beach, and currently under construction for Key Biscayne.” The Town does not have any applicable regional issues related to water reuse.

The Town will support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

There are no water reuse projects identified in the Town’s CIE or CIS.

#### *Potable Water Level of Service Standard*

The Town’s LOS Standard for potable water is as follows:

**Regional Treatment-** The System shall operate with a rated maximum daily capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system for the preceding 5 years.

**User LOS-** Maintain Capacity to produce and deliver 155 gallons per capita per day (gpcd).

**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.

**Minimum Fire-Flow LOS -** Single Family Residential Estate – 500 gal/min  
Single Family Residential (min. 7,500 SF lots) – 750 gal/min  
Multi-Family Residential – 1,500 gal/min  
Semi-professional offices – 1,500 gal/min  
Hospital/Schools – 2,000 gal/min  
Business/Industry – 3,000 gal/min

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.

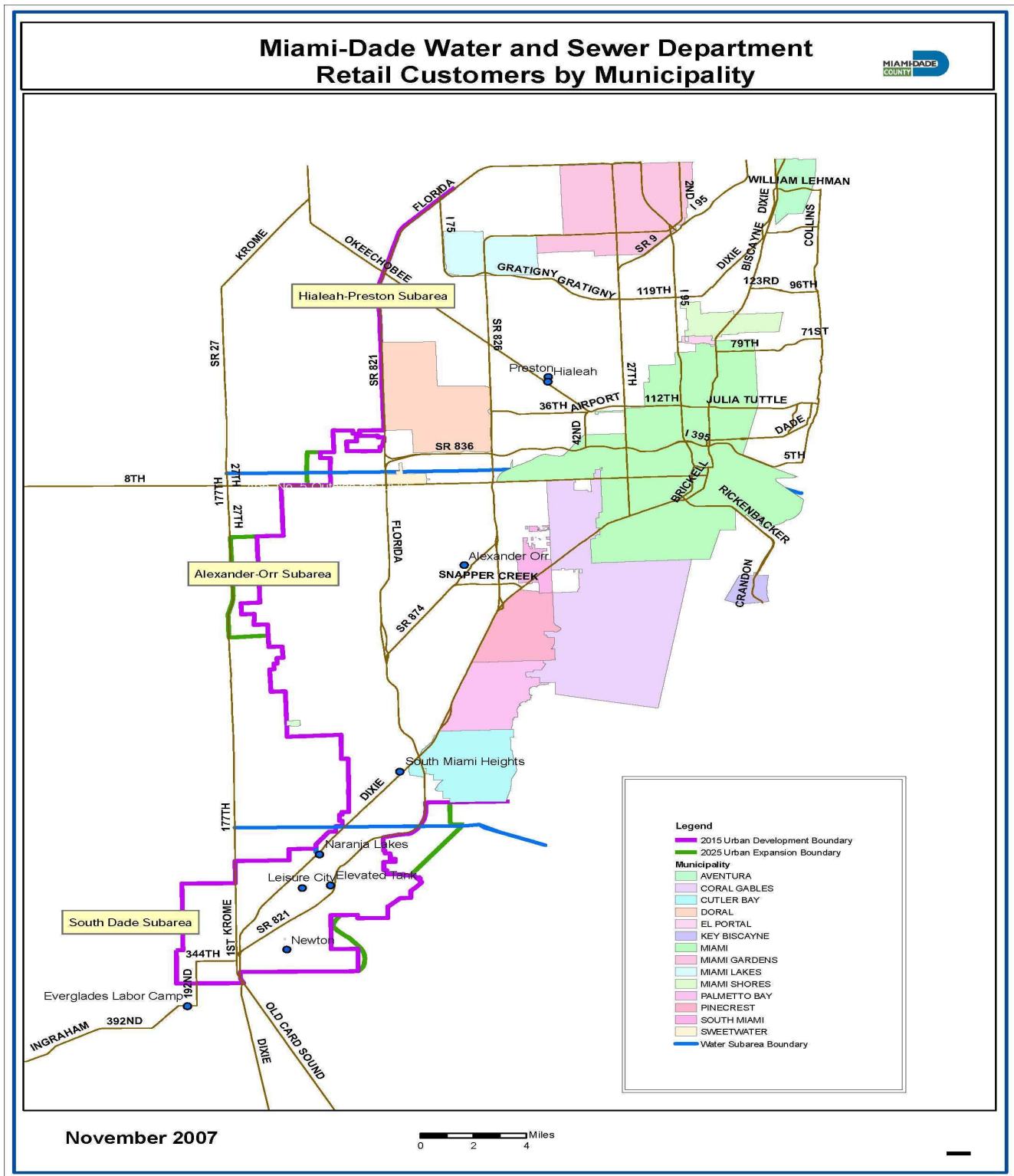
*Population and Potable Water Demand Projections*

**Table B**  
**Existing and Projected Potable Water Demand for the Town of Cutler Bay**

Source: Miami-Dade County Water Supply Facilities Work Plan, 2008,  
Town of Cutler Bay Growth Management Plan

<b>Water Supply Demands</b>						
<b>Million Gallons/Day (MGD)</b>						
<b>Year</b>	<b>Cutler Bay Population Served</b>	<b>Gallons/ Capita/ Day</b>	<b>Cutler Bay Average Demand (MGD)</b>	<b>MDWASD Systemwide Demand</b>	<b>Cutler Bay Demand as % of County</b>	<b>MDC Alexander Orr Plant Capacity (MGD)</b>
<b>2007</b>	39,000	155	6	348.9	1.7	248
<b>2010</b>	43,000	155	6.7	354.9	1.9	248
<b>2015</b>	50,000	155	7.8	378	2	248
<b>2020</b>	60,000	155	9.3	396.8	2.3	248

The Town currently maintains the adopted LOS level of 155 gallons per capita per day which is 1.7 % of the county total demand for water. There is no need to revise the LOS level that the Town has adopted. The Town however has a higher projected demand for the year 2020 than the County is currently forecasting. The Town will work with the County and the SFWMD to further refine population projections during the five year updates to the water management plan and also through the State mandated Evaluation and Appraisal Report process.





**Water Supply Service Area**

**Retail Customers**

Municipality	Municipal Population Projections						Service Area Population						Water Supply by MDWASD- Projected AADF Finished Water (MGD)- 155 gpcd					
	Year						Year						Year					
	2007	2010	2015	2020	2025	2030	2007	2010	2015	2020	2025	2030	2007	2010	2015	2020	2025	2030
Cutler Bay	41,053	44,730	50,859	53,240	55,621	58,002	same as municipal						6.36	6.93	7.88	8.25	8.62	8.99

1. Population projections provided by Miami-Dade Department of Planning and Zoning Transportation Analysis Zone (TAZ) 2004 population data.
2. 2008 -MDWASD no longer supplies North Miami Beach service area.
3. Population in Urban Expansion Areas included in projections after 2015.
4. AADF = Annual Average Daily Flow

Source: Miami Dade County Water Supply Facilities Work Plan, 2008, Appendix C, Exhibit C-1

## Section 5 – Work Plan Projects/Capital Improvement Element/Schedule

The Town is within Miami-Dade County WASD service area which provides potable water and sanitary sewer services. As discussed the potable water and sanitary sewer systems have adequate capacity to meet the needs of current and future residents. The Town of Cutler Bay has no water facility projects planned. The projects listed below are from the Miami-Dade County Work Plan, the Miami-Dade Capital Improvement Element/Schedule and Alternate Water Supply and Wastewater Reuse Projects Table.

**Table 1  
Alternative Water Supply and Wastewater Reuse Projects 2007-2030**

Project No/ CIE Table. <sup>1</sup>	Project Name <sup>2</sup>	Project Description	Construction Timeframe	Estimated Cost (\$million)
<b>Alternative Water Supply Projects</b>				
17, Table 12	South Miami Heights WTP and Wellfield (20 MGD)	Reverse osmosis and ultra-filtration membranes provide treatment of 20 MGD of Biscayne aquifer water from 10 wells	2007-2012	158.7
20D, Table 12	Hialeah Floridan Aquifer R.O. WTP	A new upper Floridan aquifer reverse osmosis water treatment plant is to be constructed in the northern part of the County (i.e. Hialeah). The WTP will directly utilize the Floridan Aquifer as the alternative water supply using the RO treatment to remove salt.		
20D, Table 12	Phase 1 (10 MGD)		2007-2012	93
22, Table 12	Phase 2 (5 MGD)		2015-2018	25
23, Table 12	Phase 3 (2.5 MGD)		2025-2028	9.7
20A, Table 12	Floridan Aquifer Blending (and ASR) at Alexander Orr, Jr. Water Treatment Plant (7.4 MGD)	This project uses the brackish Floridan Aquifer water to blend with the fresh Biscayne Aquifer raw water. Also these wells will be used for storage of fresh Biscayne Aquifer water in the Floridan Aquifer during the wet season for extraction and use in the dry season.	2007-2007	6.4
20C, Table 12	Floridan Aquifer Blending at Hialeah-Preston WTP (4.7 MGD)	Construction of two Floridan Aquifer blending wells to supply raw water to the Hialeah-Preston WTP complex. This project will blend Floridan Aquifer water with the raw water supply.	2006-2010	10.3
<b>Wastewater Reclamation Projects</b>				
28, Table 8	North District WWTP Reuse Projects (1.0 MGD)	Five MGD of this reclaimed water (e.g. purple pipe) irrigation project will be pumped to the City of North Miami Beach and 2 MGD will be used to replace current potable water irrigation in the service area.	2007-2012	26.8
29, Table 8	Central District WWTP Reuse Project (1.0 MGD)	This reclaimed water (e.g. purple pipe) irrigation project will replace potable water irrigation at Crandon Park and certain areas of Key Biscayne.	2007-2012	15.3
30, Table 8	South District WRP Groundwater Recharge Phase 1 (18.6 MGD)	This Groundwater Replenishment project provides advanced treatment to secondary effluent. Technologies include micro-filtration, reverse osmosis and UV light for disinfection. The highly treated reclaimed water would be piped to areas upgradient of the South Miami Heights wellfield and discharged into the groundwater through underground trenches.	2007-2013	357.5
31, Table 8	West District W.R.P. Canal Recharge Phase 2 (21 MGD)	This water reclamation plant project includes the construction of a new wastewater plant incorporating technologies capable of achieving those treatment levels required for canal recharge or any other alternative discharge that may be approved. This plant will be expanded for Phase 3.	2015-2020	298
			2021	217.5
26, Table 8	Biscayne Bay Coastal Wetlands Rehydration (1 MGD)	The Biscayne Bay Coastal Wetland Rehydration program and Aquifer Recharge Pilot studies are projects that will help the County reach its effluent reuse goals. The wetland rehydration process requires thorough removal of nutrients from the reuse water. Results of the pilot project, which will test different treatment technologies and to gain insights in the biological and ecological response of typical wetlands to highly treated effluent, will help to optimize the treatment system and the preferred areas for rehydration to maximize the benefits to the wetlands and to the Bay. The pilot project will lay the foundation for the full scale rehydration project.	2006-2011	19.2
27, Table 8	Aquifer Recharge Pilot Study (20,000 GPD)		2006-2010	1.02
33, Table 8	Biscayne Bay Coastal Wetlands Rehydration Demonstration Project (75.7 MGD)		2010-2021	621

<sup>1</sup> CIE Table References are per Miami-Dade County CIE adopted 3/28/07 and revised by Ordinance No 07-73 adopted on 6/5/07

<sup>2</sup> Project Names are per Miami-Dade County Water Use Permit approved 11/15/07

Source: Miami-Dade County CDMP Water and Sewer Subelement, Table 1

## **Floridian Aquifer Blending (and ASR) at Alexander Orr, Jr. Water Treatment Plant (7.2 MGD)**

Project Schedule:

Start 2007

Finish 2007

The Upper Floridian Aquifer wells are in service and the blending of brackish and fresh water is underway in 2007. The anticipated UFA quantity is 7.2 MGD of blending AADD capacity to the County's water supply. This project uses the brackish Floridian Aquifer water to blend with the fresh Biscayne Aquifer raw water. MDWASD also anticipates using these wells for occasional storage of fresh Biscayne Aquifer water in the Floridian Aquifer during the wet season for extraction and use in the dry season. To do so, MDWASD designed a ultra-violet (UV) light disinfection system for each ASR site. Project construction costs totaled \$6.4 million (for the UV System).

Source: Miami Dade County Water Supply Facilities Work Plan, 2008, Table 5-1

## **South District WRP Groundwater Recharge - Phase 1 (18 MGD)**

Project Schedule:

Start 2007

Finish 2013

Phase 1 of the Groundwater Replenishment (GWR) project at the South Miami Heights WTP is scheduled to be ready for implementation by 2014 expanding the finished water AADD by 18 MGD at a cost of \$357.5 million. MDWASD has prepared a NTPC for selecting a Consultant to design the project, and will take the requests to advertise to the December 2007 Government Operations and Environment Committee Meeting. Design could be completed by mid-2009. This potential certified project will provide advanced treatment of 30 MGD of secondary effluent to produce approximately 23 MGD of highly treated reclaimed water that will be piped to replenish ground water for water supply purposes. The technologies to be used include micro-filtration and reverse osmosis which filters out small particles and uses ultraviolet light for disinfection. High quality water would be piped to areas upgradient of the proposed South Miami Heights wellfield and discharged into the groundwater through underground trenches. Based upon this replenishment of water, more water can be withdrawn and treated for drinking water purposes at this treatment plant. This approach will enable the continuous use of the South Miami Heights WTP, which will be constructed over the next four to five years.

## **Section 6 – Comprehensive Plan Goals, Objectives and Policies**

The following lists the Goals, Objectives and Policies are included in the Town's adopted Growth Management Plan to ensure consistency between the elements in the Growth Management plan and the Water Supply Facilities Work Plan.

### **Future Land Use Element**

*Policy FLU-7E            The Town, through the Land Development Regulations will coordinate the land uses and future land use changes with the availability of water supplies and water supply facilities.*

**Infrastructure Element**

***Objective II-4***            *Town of Cutler Bay shall comply with its 10-year Water Supply Facilities Work Plan, as required by section 163.3177(6)(c), F.S. within 18 months after the governing board of the South Florida Water Management District approves its Lower East Coast Water Supply Plan Update. The Work Plan will be updated, at a minimum, every 5 years. The Town of Cutler Bay Water Supply Facilities Work Plan is designed to: assess current and projected potable water demands; evaluate the sources and capacities of available water supplies; and, identify those water supply projects, using all available technologies, necessary to meet the Town's water demands for a 10-year period.*

***Monitoring Measure II-4***

*The Work Plan shall remain consistent with the County's 20-Year Supply Facilities Work Plan, which is compatible with the Miami Dade County Water Use Permit renewals and with projects as listed in the South Florida Water Management District's Lower East Coast Regional Water Supply Plan. The Work Plan will be updated, at a minimum, every 5 years and within 18 months after the South Florida Water Management District's approval of an updated Lower East Coast Regional Water Supply Plan.*

***Policy II-4A:***            *Comply with the 10-year Water Supply Facilities Work Plan and incorporate such work plan into the Town of Cutler Bay Growth Management Plan.*

***Policy II-4B:***            *Coordinate appropriate aspects of its comprehensive plan (GMP) with the appropriate water management district's regional water supply plan.*

**Conservation Element**

***Policy C-2H:***            *Implementation of the 10-year water supply facilities work plan will ensure that adequate water supplies and public facilities are available to serve the water supply demands of the Town's growing population.*

***Policy C-2I:***            *Since the potable water network is an interconnected, Countywide System, the Town's Planning Department will cooperate with Miami-Dade County Water and Sewer Department to jointly develop methodologies and procedures for biannually updating estimates of system demand and capacity, and ensure that sufficient capacity to serve development exists.*

- Policy C-2J:** *If in the future there are issues associated with water supply, conservation or reuse the Town will immediately contact WASD to address the corresponding issue(s). In addition, the Town will follow adopted communication protocols with WASD to communicate and/or prepare an appropriate action plan to address any relevant issue associated with water supply, conservation or reuse.*
- Policy C-2K:** *The Town will enforce Miami-Dade County's Water Use Efficiency Standards Ordinance adopted on February 5, 2008.*
- Policy C-2L:** *The Town will require the use of High Efficiency Toilets; High Efficiency Showerheads; High Efficiency Faucets; High Efficiency Clothes Washers; and Dishwashers that are Energy Star rated and WaterSense certified in all new and redeveloped residential projects.*
- Policy C-2M:** *The Town will encourage the use of sub-metering for all multi-unit residential development which will include: separate meter and monthly records kept of all major water-using functions such as cooling towers and individual buildings in all new and redeveloped multi-family residential projects.*
- Policy C-2N:** *The Town will encourage the use of Florida Friendly Landscapes guidelines and principles; gutter downspouts, roof runoff, and rain harvesting through the use of rain barrels and directing runoff to landscaped areas; drip irrigation or micro-sprinklers; and the use of porous surface materials (bricks, gravel, turf block, mulch, pervious concrete, etc) on walkways, driveways and patios.*

### **Capital Improvements Element**

- Policy C11-1M:** *Appropriate mechanisms will be developed and adopted consistent with Miami-Dade County in order to assure that adequate water supplies are available to all water users and to ensure that prior to approval of a building permit. Furthermore, Miami-Dade County Water and Sewer Department will be responsible for monitoring the availability of water supplies for all water users of the Miami-Dade County Water and Sewer Department, which includes the Town of Cutler Bay, and for implementing a system that links water supplies to the permitting of new development.*

The following are the proposed revisions to the Goals, Objectives and Policies in the Town's adopted Growth Management Plan to ensure consistency between the elements in the Growth Management plan and this Water Supply Facilities Work Plan.

### **Intergovernmental Coordination Element**

#### **Revise Policy as follows:**

***Policy IC-3C:*** *The Town shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards within the Miami-Dade County Water and Sewer Department, DERM, the South Florida Water Management District, and the Lower East Coast Water Supply Plan Update.*

Policy IC-3C strengthens the relationship between the Town of Cutler Bay and the County with regards to water resource planning.

#### **Add new Policy as follows:**

***Policy IC-3P:*** *The Town shall coordinate with Miami-Dade County WASD by requiring applications to be reviewed by WASD during the site plan review process prior to approving a Building Permit, in order to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy for properties located within the Town of Cutler Bay. Additional coordination efforts will occur between WASD and the Town through the water allocation system which is a monthly spreadsheet used for tracking development activity within the Town. The Town will monitor proposed amendments to the Miami-Dade County Comprehensive Development Master Plan as they relate to water supply planning in South Miami and provide input as necessary.*

#### **Add new Policy as follows:**

***Policy IC-3Q:*** *The Town Planning Director or a representative will attend the Miami-Dade Planners Technical Committee meeting to share information regarding water supply needs and coordinate water use issues as needed. The Planners Technical Committee is a council of professional planners representing local governments and public regulatory/review agencies in Miami-Dade County that addresses common concerns and shares resources toward solving planning problems.*

## **Conservation Element**

**Add new Policy as follows:**

### **Policy C-2Q**

The Town is currently practicing water conservation measures (i.e. new residential and commercial development will be required to install high efficiency plumbing fixtures and appliances) that are enforced through Chapter 8, Building Code, Section 31 of the Code of Ordinances.

**Add new Policy as follows:**

### **Policy C-2R**

The Town will continue to implement the same or more stringent water conservation measures through its land development regulations.

## **Infrastructure Element**

**Revise Policy as follows:**

Policy I1-1A:

The adopted Cutler Bay LOS standard for potable water is:

Regional Treatment. The System shall operate with a rated maximum daily capacity that is no less than 2% above maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system for the preceding 5 years.

User LOS. Maintain capacity to produce and deliver 155 gallons per capita per day.

Water Quality. Shall 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 (County).

### Minimum Fire-Flow LOS.

Single Family Residential Estate – 500 gal/min

Single Family Residential (min. 7,500 SF lots) – 750 gal/min

Multi-Family Residential – 1,500 gal/min

Semi-professional offices – 1,500 gal/min

Hospital/Schools – 2,000 gal/min

Business/Industry – 3,000 gal/min

### **Section 7 – Financial Feasibility**

As per Section 163.3177, (6)(h)1, F.S., the Capital Improvements Element must be financially feasible for the full planning horizon. In the April 2006 Amendment Cycle, the Miami Dade County Board of County Commissioners adopted over \$1.6 billion in water supply and water reuse projects into the County's Capital Improvements Element to fund water supply projects between 2007 and 2028.

### **Section 8 – Updates to the Work Plan**

The Town of Cutler Bay Water Supply Facilities Work Plan is a 10-year plan, which will be updated on a five year basis, within 18-months of an adopted update to the regional water supply plan, alongside the Miami-Dade County 20-year plan. The Town's CIE will be updated on an annual basis accordingly to include any water supply projects within it's jurisdiction.



TAB 19



## Planning & Zoning Department

David Hennis, AICP  
Community Development Director

# MEMORANDUM

To: Steven Alexander, Town Manager

From: David Hennis, Community Development Director

Date: November 6, 2008

Re: Proposed Amendments to the Sign Code

The Mayor and Town Council have expressed its desire to improve the signage permitted within the Town; such sign regulations include flag displays. Councilman Meerbott requested staff prepare a specific proposal to amend the height limit for flag poles in residential zoning districts.

The proposed ordinance, has been prepared by Town planning staff with the advice of the Town attorneys to amend the provisions of Sec. 33-96.5. Flag display standards, to permit a maximum height of 35 feet for Flagpoles in residential zoning districts. The proposed amendments are summarized 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.*

### **RECOMMENDATION**

Approval of the ordinance amending the sign

**ORDINANCE NO. 09-\_\_\_\_\_**

**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.

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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.

**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 19<sup>th</sup> day of November, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 20

**ORDINANCE NO. 09-\_\_\_\_\_**

**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.

<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 20<sup>th</sup> day of August, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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.

ORDINANCE NO. 09-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATED TO ~~MALLS AND BUSINESSES~~ RETAIL BUSINESS CENTERS 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~~ RETAIL BUSINESS CENTERS 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~~ RETAIL BUSINESS CENTERS; 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~~

~~print~~

~~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:**~~

~~**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 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.

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 retail, restaurant and service establishments ("Retail Business Centers") 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 security is a significant threat to the health, safety, and well-being of visitors to Miami-Dade County Retail Business Centers, and

WHEREAS, this risk was corroborated by a recent investigative report in the *South Florida Sun-Sentinel* that studied 13 Retail Business Centers in Miami-Dade, Broward, and Palm Beach Counties, including the fact that parking lots and garages are the most dangerous places at a Retail Business Center, 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, a study conducted by the U.S. Department of Justice, Community Oriented Policing Services (COPS) has determined that there is a reduced level of fear amongst people who are aware they are under video surveillance, while also encouraging people to be more security conscious; and

WHEREAS, the U.S. Department of Justice study also concluded that those security camera systems may drive offenders away from committing offenses that take time, as they run a greater risk of capture; and

WHEREAS, the U.S. Department of Justice study concluded that there is an actual investigative benefit provided by these security camera systems once an offense has been committed; and

WHEREAS, the Town Council of Cutler Bay, in consultation with the Town's Police Department, finds that certain minimum security standards, including the installation of security cameras to monitor the parking lots of Retail Business Centers, 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 Retail Business Center 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 Retail Business Center for negligent security; and

WHEREAS, by installing these security cameras now, rather than after an incident takes place, owners of Retail Business Centers 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 Retail Business Centers 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 Business Centers.**

- (1) Title. This section shall be known as the “Town of Cutler Bay Parking Lot Security Ordinance.”
- (2) Findings. The Town Council finds that the installation of security cameras to monitor the parking lots of those facilities in commercial zoned areas under common ownership or control whose primary use is to provide space for retail, restaurant and service establishments (“Retail Business Centers”), will help protect the Town's citizens, visitors and business employees from abductions, robberies, and other similar criminal acts, supplementing existing law enforcement services. The Town Council of Cutler Bay, in consultation with the Town's Police Department, finds that the installation of security cameras to monitor the parking lots of Retail Business

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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.

Centers 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 that the parking lots of Retail Business Centers that have twenty five (25) or more parking spaces be equipped with a security camera system that may assist law enforcement personnel in offender identification, apprehension and conviction. It is the Council's intent that security cameras required hereunder shall significantly improve solvability of crimes committed in parking lots.
- (4) Exemptions. This ordinance shall not apply to:
  - (a) Any convenience business, as defined by § 812.171, Fla. Stat.
  - (b) Parking structures and other types of parking areas that solely service facilities whose primary function are office or residential uses.
- (5) Required Security Camera System for Retail Business Centers.
  - (a) Every Retail Business Center shall install, maintain and operate a security camera system capable of producing retrievable and identifiable images and storing them on digital video recorders, or other comparable media, that can be enlarged and used to assist law enforcement in offender identification, apprehension and prosecution ("Security Camera System").
  - (b) The Security Camera System must be capable of identifying all vehicles entering and leaving the parking area/lot(s) of the Retail Business Center. The minimum technical specifications of the Security Camera System shall be:
    - (i) Camera – 480 Total Vertical Lines (TVL) of resolution.
    - (ii) Recording Device – 640 x 480 recording resolution.
    - (iii) Recording Capability – Retain data from all cameras for thirty (30) days or more.
  - (c) The Security Camera System shall, at minimum, provide coverage for the entirety of the portion of the parking area/lot(s) closest to the exterior of the Retail Business Center extending 50 yards from the exterior of the building(s) or terminating at the outer perimeter of the parking area/lot(s) if shorter than 50 yards, while also providing adequate coverage of the remainder of the parking area/lot(s).
- (6) Every Retail Business Center shall operate its security camera system for no less than two (2) hours before the opening of the first business in the Retail Business Center,

and two (2) hours after the closing of the last business in the Retail Business Center, seven (7) days a week.

- (7) Implementation Schedule. Every Retail Business Center shall have 18 months from the effective date of this ordinance to comply with its requirements, with the exception of Section 5(c). Each Retail Business Center shall have 36 months from the effective date of this ordinance to comply with Section 5(c). Retail Business Centers that commence operations after the effective date of this ordinance shall comply with the requirements of this ordinance prior to the commencement of operation.
- (8) Signage Requirement. Every Retail Businesses Center subject to the provisions of this ordinance shall post signs that are clearly visible from the parking area/lot(s) that state: “This outdoor area 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 area/lot(s), provided that no parking area/lot(s) subject to this ordinance shall have less than one (1) sign.
- (9) Landscaping. Nothing in this ordinance shall require a Retail Business Center to remove any Town required landscaping.
- (10) Permitting Fees Waived. The Town shall waive all building permit fees associated with the initial implementation of this ordinance upon the permitting and installation of such system.
- (11) Exception. It shall not be a violation of this ordinance if the Security Camera System is in-operable as a result of an act of God including, but not limited to, tropical cyclone activity.

**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</u>	First violation \$125; Second Violation \$250; Third

<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~~.

	<u>Security</u>	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.

PASSED on first reading this 20th day of August, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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	_____

## 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 21



## Planning & Zoning Department

David Hennis, AICP  
Community Development Director

# MEMORANDUM

To: Steven Alexander, Town Manager  
From: David Hennis, Community Development Director  
Date: December 16, 2008  
Re: **Amendments to the Temporary Storage Units Ordinance**

The Mayor and Town Council have expressed its desire to improve the regulations related to Temporary Storage Units permitted within the Town. 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**

Approval of the ordinance amending Ordinance 06-23

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)

ORDINANCE NO. 09-\_\_\_\_\_

**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.

**(7) Waiver of Duration Requirements**

The Town Planning and Zoning Director may waive those ordinance guidelines that pertain to the duration that a Temporary Storage Unit or Cargo Freight Container may be kept on a property if the Town Planning and Zoning Director determines that the entity seeking the waiver by necessity needs an extension due to an acute, non self-imposed hardship.

\*\*\*

**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 19<sup>th</sup> day of November, 2008.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 22

**ORDINANCE NO. 09-\_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE 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 19<sup>th</sup> day of November, 2008.

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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 \_\_\_\_\_