



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, October 21, 2009, 7:00 p.m.
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

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

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

3. APPROVAL OF MINUTES

- A. Second Budget Hearing – September 23, 2009
- B. Regular Council Meeting – September 23, 2009

TAB 1

4. REPORTS

- A. TOWN MANAGER'S REPORT
- 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, APPROVING THE SELECTION OF KONICA MINOLTA FOR THE LEASE OF LARGE CAPACITY COPIERS BASED ON COMPETITIVE BIDS OBTAINED BY ANOTHER GOVERNMENT AGENCY; AUTHORIZING THE TOWN

TAB 2

MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE BEL AIRE SUB-BASIN STORMWATER/POLLUTANT ELIMINATION PROJECT; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF OFFICE SPACE FOR THE TOWN; APPROVING THE SELECTION OF OFFICE SPACE FROM PINNACLE INVESTMENT PROPERTIES, INC.; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PINNACLE INVESTMENT PROPERTIES, INC. FOR APPROXIMATELY 1,071 SQUARE FEET OF OFFICE SPACE; AND PROVIDING AN EFFECTIVE DATE.

TAB 4

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

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

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 08-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2008/2009 FISCAL YEAR BY REVISING THE 2008/2009 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.

TAB 5

- B.** AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, REGARDING BUDGETING AND RESERVES; REQUIRING THE ESTABLISHMENT OF A RESERVE FUND BALANCE OF 80% OF THE TOWN'S ANNUAL GENERAL FUND BUDGET; PROVIDING FOR REPLENISHMENT OF DEFICITS IN THE RESERVE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

TAB 6

- C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CANDIDATE QUALIFYING PERIOD OF THE 2010 MUNICIPAL GENERAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

TAB 7

8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING SECTION 33-39.4 ENTITLED "TEMPORARY OUTDOOR SALES" OF THE TOWN CODE OF ORDINANCES TO PERMIT CERTAIN TEMPORARY OUTDOOR SALES WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

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 ROADS, POLICE, FIRE/RESCUE, PUBLIC BUILDINGS, AND PARKS IMPACT FEES; REPEALING CHAPTER 33H PARK IMPACT FEE ORDINANCE; REPEALING CHAPTER 33I POLICE SERVICES IMPACT FEE ORDINANCE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

TAB 9

- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 10

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. Town Council Meeting

Wednesday, November 18, 2009, at 7:00 p.m. at South Dade Regional Library, 10750 SW 211th ST

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

TAB 1

**TOWN OF CUTLER BAY
SECOND BUDGET HEARING
MINUTES**

Wednesday, September 23, 2009, 7:00 p.m.
South Dade Regional Library
10750 SW 211 Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS/PLEDGE OF ALLEGIANCE: The meeting was called to order by the mayor at 7:00 p.m. 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 Clerk Erika Santamaria
Town Manager Steven J. Alexander

The mayor led the pledge of allegiance.

2. APPROVAL OF MINUTES:

A. Councilmember Sochin made a motion approving the minutes of the first budget hearing on September 10, 2009. The motion was seconded by Councilmember Sochin and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

3. BUDGET HEARING:

The mayor welcomed the public to the second budget hearing. The Finance Director announced that the current millage rate was \$2.5888 which was 14.59 percent less than the roll-back rate of \$3.0310. The town manager gave a brief presentation and overview on the changes within the budget due to the first budget hearing. He explained that the Council recommended changes such as, adding back a code officer position which was previously recommended for elimination and related benefits at a total cost of \$66,574, decreased contingency reserves by \$250,000, increased insurance contingencies reserve by \$243 to account for rounding difference caused by using a millage rate carried out to 4 decimal places, identified additional efficiencies in the Parks Department that will allow the restoration of the learn-to-swim program. In addition the manager recommended Transfer an additional \$75,000 of accumulated/unexpended local option gas taxes from the Special Revenue Fund to the Capital Projects Fund to be used for the SW 208th Street Roadway

Improvement project. He explained that this would have no effect on the budget totals or millage rate.

The clerk read the following resolution by title:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE TOWN OF CUTLER BAY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. The following addressed Council: Steve Zarzecki, 9640 Martinique Drive, Art Nanni, 18843 Southwest 92 Avenue, Jaime Reyes, 9750 Southwest 215 Lane, Barbara Condon, 19641 Holiday Road, Daniel Hutton, 9741 Bel Aire Drive, Rosi Alvarez, exempt from the record, and Louise Lockwood, 1101 East Ridge Drive.

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

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE FINAL OPERATING AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010 PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); AND AUTHORIZING THE TOWN MANAGER TO MAKE EXPENDITURES CONSISTENT THEREWITH AND AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN BUDGET AMENDMENTS WITHIN A DEPARTMENT PROVIDED THAT THE TOTAL OF THE APPROPRIATIONS IS NOT CHANGED; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened the public hearing. The following addressed Council: Steve Zarzecki, 9640 Martinique Drive, Art Nanni, 18843 Southwest 92 Avenue, Jaime Reyes, 9750 Southwest 215 Lane, Barbara Condon, 19641 Holiday Road, Daniel Hutton, 9741 Bel Aire Drive, Rosi Alvarez, exempt from the record, and Louise Lockwood, 1101 East Ridge Drive.

Councilmember Meerbott made a motion approving the amended resolution with the transfer of \$75,000 from the Special Revenue Fund to the Capital Projects. The motion was seconded by Councilmember Bell and adopted by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin and Mayor Vrooman voting Yes; Vice Mayor MacDougall voting No.

4. PUBLIC COMMENTS: None at this time.

5. MAYOR AND COUNCIL MEMBER COMMENTS: None at this time.

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

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

The meeting was officially adjourned at 7:58 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 21st day of October, 2009.*

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.

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

Wednesday, September 23, 2009,
Immediately Following Budget Hearing(Scheduled at 7:00 p.m.)
South Dade Regional Library
10710 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 8:15 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 Chad Friedman
Town Clerk Erika Santamaria
Town Manager Steven J. Alexander

2. PROCLAMATIONS, AWARDS, PRESENTATIONS: None at this time.

3. APPROVAL OF MINUTES:

A. Councilmember Bell made a motion approving the minutes of the meeting on August 19, 2009. The motion was seconded by Councilmember Sochin and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

4. REPORTS

A. TOWN MANAGER'S REPORT

B. TOWN ATTORNEY'S REPORT

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

5. CONSENT AGENDA:

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING VILLAGE OF PALMETTO BAY'S INITIATIVE ON BEING A DISTRIBUTION SITE FOR NOVEL H1N1 INFLUENZA INOCULATION ;

AND PROVIDING FOR AN EFFECTIVE DATE. **(WITHDRAWN BY SPONSOR MACDOUGALL)**

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.
- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA PERTAINING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH THE TOP THREE RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.
- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO GRANTS, APPROVING MATCHING GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$292,600 FOR THE BEL AIRE PARK AND SAGA LAKE PARK IMPROVEMENT PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF A COMPUTER HARDWARE PROVIDER; APPROVING THE SELECTION OF ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF COMPUTER HARDWARE FOR THE TOWN BASED ON THREE PRICE QUOTATIONS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH ALTEK COMPUTER GROUP, INC. FOR THE PURCHASE OF THE ERP COMPUTER NETWORK SERVERS AND NECESSARY EQUIPMENT; PROVIDING AN EFFECTIVE DATE.

Vice Mayor MacDougall withdrew Item A from the Consent Agenda. Councilmember Meerbott pulled Item F from the Consent Agenda for further discussion.

Councilmember Bell made a motion to approve the Consent Agenda as amended with Item A withdrawn and Item F pulled for discussion. The motion was seconded by Councilmember Sochin and Resolutions 09-70 through 09-73 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ADDITIONAL

MEMBERS TO THE PARKS AND RECREATION ADVISORY COMMITTEE; AND EXPANDING THE DUTIES OF THE PARKS AND RECREATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

Councilmember Meerbott inquired that if there was a possibility to make the ad hoc town events committee function as a volunteer committee instead of adding it to the Parks and Recreation Advisory committee. The manager responded that if events were going to be a Town event then it would be necessary to make the committee an official one.

Councilmember Bell provided a brief overview of the resolution. She stated that the ad hoc town events committee expressed interest on being officially part of the Town in order to make use of the Town logo and funding resources.

Councilmember Sochin made a motion to only approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 09-74 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Bell made a motion to reconsider the item for approval of the suggested appointed members. The motion was seconded by Councilmember Meerbott and the item was approved for reconsideration. All members of the Town Council were in favor.

Councilmember Meerbott made a motion to approve the suggested appointed members provided by Councilmember Bell for the town events committee. The motion was seconded by Vice Mayor MacDougall and was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

All witnesses giving testimony were sworn-in by the clerk. The clerk read the following resolution, by title:

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SIGN VARIANCE FOR EAST RIDGE RETIREMENT VILLAGE INC., LOCATED AT 19301 S.W. 87TH AVENUE, TO PERMIT A MONUMENT SIGN OF 88 SQUARE FEET WHERE 24 SQUARE FEET IS PERMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.**

David Hennis, Community Development Director, gave an oral report on the resolution recommending denial for the request.

Sharon Breitinger, 4300 Northwest 89th Boulevard, addressed the Council.

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

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

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

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance.

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

8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING

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

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: Steve Zarzecki, 9640 Martinique Drive, and David Bonilla, 20851 Gulfstream Road.

11. MAYOR AND COUNCIL COMMENTS

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

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

The meeting was officially adjourned at 9:00 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 21st day of October, 2009.*

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



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor & Town Council
From: Steven J. Alexander, Town Manager
Date: October 13, 2009
Re: Copier lease, service and supplies

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT TO PROCURE LARGE CAPACITY COPIERS, WITH SERVICE AND SUPPLY BY LEASE OR PURCHASE AT A REASONABLE COST TO BE DETERMINED BY THE MANAGER; PROVIDING FOR A DETERMINATION OF IMPRACTICALITY AS TO COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town's leased copiers are expiring this current fiscal year (FY 09/10). Therefore, the Town Manager's office has found it necessary and to the best interests of the Town to utilize the contract of another governmental entity, the State of Florida (Contract # 600-340-06-1) and the University of Florida (Contract #07DD-162TC), to contract with Vendor, pursuant to the Town's purchasing guidelines as described in Town Ordinance 06-22, which allows that purchases made under state purchasing contracts or contracts of other municipal or governmental entities that were awarded pursuant to competitive bids based on clearly defined specifications shall not require separate competitive bidding by the Town.

RECOMMENDATION

It is recommended that the Town Council adopt the attached resolution.

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF KONICA MINOLTA FOR THE LEASE OF LARGE CAPACITY COPIERS BASED ON COMPETITIVE BIDS OBTAINED BY ANOTHER GOVERNMENT AGENCY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) hereby determines that an essential need exists for the procurement via lease of large capacity copying machines for the Town and wishes to enter an agreement for those machines; and

WHEREAS, in accordance with the Town’s purchasing Ordinance 06-22, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the State of Florida (Contract # 600-340-06-1) and the University of Florida (Contract #07DD-162TC), to procure large capacity copying machines as described by the specifications and price quotations attached as Exhibit “A” (the “Quotation”); and

WHEREAS, the Town Manager is seeking approval for the lease and delivery of large capacity copying machines utilizing the vendor, Konica Minolta, selected in the course of those bidding processes; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into a Lease Agreement (the “Agreement”), for the large capacity copying machines described herein, provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for the Quotation, and the Town Manager has made a written recommendation to the Council for its approval; 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. Selection Approved. Pursuant to Section 4 of Town of Cutler Bay Ordinance 06-22, the Town intends to contract with Konica Minolta, which was selected through the competitive bidding process as performed by the State of Florida (Contract # 600-340-06-1) and the University of Florida (Contract #07DD-162TC), to procure large capacity copying machines as described by the specifications and price quotations attached as Exhibit "A" (the "Quotation").

Section 3. Town Manager Authorized. The Town Manager is hereby authorized to negotiate and enter into a Lease Agreement (the "Agreement") in the amount as described in the Quotation provided that the Agreement is subject to review for legal sufficiency by the Town Attorney.

Section 4. Effective Date. This Resolution shall become effective immediately upon its 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 ON ADOPTION

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____



KONICA MINOLTA



To: Yaní Ramos
 Administrative Services Director
 Town of Cutler Bay
 10720 Caribbean Boulevard, Suite 105
 Cutler Bay, Florida 33189

From: Lawrence Kirk
 Senior Account Executive
 Konica Minolta Business Solutions USA, Inc

Date: September 10, 2009

Subject: **Parks Department Bizhub 362 Copy/Print/Scan/Fax**
36 month lease with 20,000 copies \$190.47 (monthly)
 plus a one time Network Engineering fee of \$100

The Town of Cutler Bay's **Parks Department** office lease provision for a Konica Minolta Bizhub 362 a copier/scanner/printer/fax is from the State of Florida Contract Number 600-340-06-1 Type 1, Class 3 is a 36 PPM copier.

The configuration includes:

- a bizhub 362 (a 36 page PPM MFD) a document handler, stapler finisher, 2- 550 sheet paper drawer with duplexing and bypass tray **\$158.70**.
- FK-503 Fax Kit **\$10.49**
- HD-504 Hard Disk (40GB HDD) **\$21.28**.

Also included is delivery, installation, training, MyKMBS.com (MFP Fleet Management web page) and PageScope Network & Device Utility Management applications and automatic meter read at no additional cost

CPC Maintenance includes a 20,000-copy base allowance, if overages they will be \$0.0150. Includes all consumables IE: toner, developer, staples, as well as parts and labor (paper is not included).

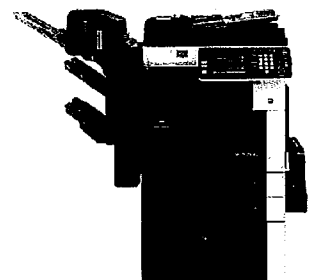
After the 36 month lease term expires Town of Cutler Bay has the option to keep the machine and pay for maintenance only which includes 20,000 copies and all supplies for

- \$65.18 Includes 20,000 copies per month on Year 4
- \$71.69 Includes 20,000 copies per month on Year 5

Type I

Class 3A

Includes: RADF, Auto Duplexing, Finisher, (2) 500-Sheet Paper Drawers, Cabinet, Network Printing/Scanning



Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane FI 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us



To: Yaní Ramos
 Administrative Services Director
 Town of Cutler Bay
 10720 Caribbean Boulevard, Suite 105
 Cutler Bay, Florida 33189

From: Lawrence Kirk
 Senior Account Executive
 Konica Minolta Business Solutions USA, Inc

Date: September 10, 2009

Subject: **Community Development Bizhub 362 Copy/Print/Scan/Fax**
36 month lease with 20,000 copies \$190.47 (monthly)
 plus a one time Network Engineering fee of \$100

The Town of Cutler Bay's Community Development office lease provision for a Konica Minolta Bizhub 362 a copier/scanner/printer/fax is from the State of Florida Contract Number 600-340-06-1 Type 1, Class 3 is a 36 PPM copier.

The configuration includes:

- a bizhub 362 (a 36 page PPM MFD) a document handler, stapler finisher, 2- 550 sheet paper drawer with duplexing and bypass tray **\$158.70**.
- FK-503 Fax Kit **\$10.49**
- HD-504 Hard Disk (40GB HDD) **\$21.28**.

CPC Maintenance includes a 20,000-copy base allowance, if overages they will be \$0.0150. Includes all consumables IE: toner, developer, staples, as well as parts and labor (paper is not included).

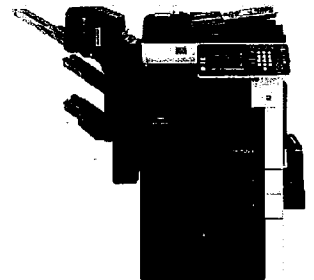
After the 36 month lease term expires Town of Cutler Bay has the option to keep the machine and pay for maintenance only which includes 20,000 copies and all supplies for

- \$65.18 Includes 20,000 copies per month on Year 4
- \$71.69 Includes 20,000 copies per month on Year 5

Type 1

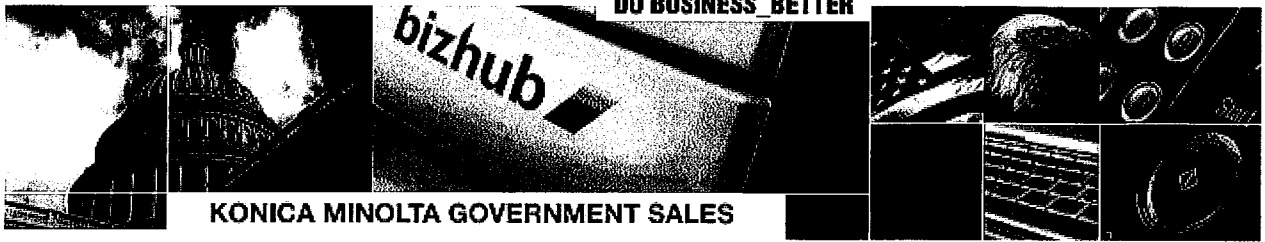
Class 3A

Includes: RADF, Auto Duplexing, Finisher, (2) 500-Sheet Paper Drawers, Cabinet, Network Printing/Scanning



Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane Fl 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us



To: Yanı Ramos
 Administrative Services Director
 Town of Cutler Bay
 10720 Caribbean Boulevard, Suite 105
 Cutler Bay, Florida 33189

From: Lawrence Kirk
 Senior Account Executive
 Konica Minolta Business Solutions USA, Inc

Date: September 10, 2009

Subject: **Town Hall Bizhub 501 Copy/Print/Scan/fax 36 month lease with 50000 copies \$314. 25** (monthly) plus a one time Network Engineering fee of \$100

The Town of Cutler Bay's Town Hall office lease provision for a Konica Minolta Bizhub 501 copier/scanner/printer/fax is from the State of Florida Contract Number 600-340-06-1 Type 2, Class 3 is a 50 PPM copier.

The configuration includes:

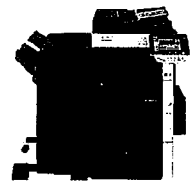
- A bizhub 501, Electronic Document Handler), Duplexing, Stapling Finisher (FS-522), (2) 500-Sheet Paper Drawers (PC-206), and (2) 500-Sheet Paper Drawers **\$282.89**.
- IC-207 Image Controller **\$6.29**
- WT-502 Working Table **\$1.94**
- FK-502 Super G3 Fax Board **\$18.66**
- MK-708 Mount Kit for FK-502 **\$4.47**

Type II
 Class 3



Includes: Electronic Document Handler, Auto Duplexing, Finisher, (2) 500-Sheet Paper Drawers

KONICA MINOLTA bizhub 501



Delivery, installation, & training MyKMBS.com (MFP Fleet Management web page) and PageScope Network & Device Utility Management applications and automatic meter read at no additional cost.

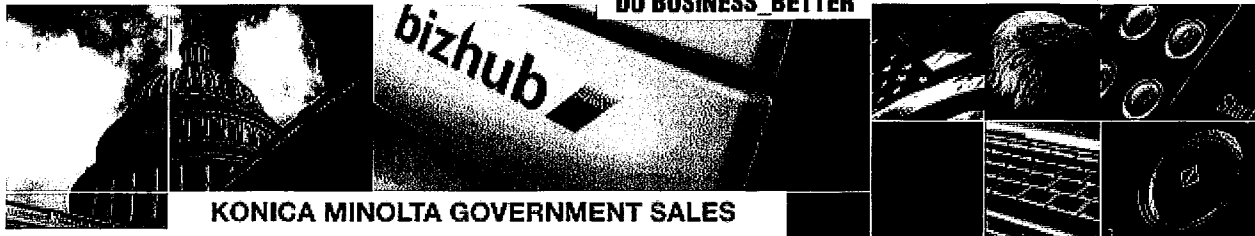
Maintenance is included with at CPC rate \$0.002861 for the 50,000-copy base, if overages they will be \$0.0150. Includes all consumables IE: toner, developer, staples, as well as parts and labor (paper is not included).

After the 36 month lease term expires Town of Cutler Bay has the budget busting option to keep the machine and pay for the maintenance only which includes 50,000 copies and all supplies for:

- \$173.10 Includes 50,000 copies per month on Year 4
- \$190.41 Includes 50,000 copies per month on Year 5

Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane FI 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us



KONICA MINOLTA GOVERNMENT SALES

References:

1. City Of Riviera Beach Pam /Senior Purchasing Agent 561-845-4180
2. City Of Boynton Beach Carol Wolphler 561-742-6323
3. City Of Doral 1 (305) 992-3421 Danny Argote

1. ORDERING ADDRESS AND PROCEDURES

Orders will be accepted for the State of Florida State agencies and Political Subdivisions within the State of Florida. All orders must be placed as follows:

Konica Minolta Business Solutions U.S.A, Inc.
C/O Miami Direct Branch
Representative Larry Kirk
500 Day Hill Road
Windsor, CT 06095
ATTN. Midge Christopher
Phone: 800-456-6422 ext 2798
email: midgec@kmbs.konicaminolta.us

Information on orders, invoices, etc. should be directed to the number indicated above. Facsimile purchase orders are acceptable at 860-902-7564.

2. ORDERING PROCEDURES/PURCHASE ORDERS

Please include the following information with your purchase order:

- Tax Exempt Certificate - Please be sure to send your tax exempt certificate with your purchase order.
- Acquisition Plan with unit prices extended and PO Totaled (Monthly price in quote)
- Delivery address, contact name and phone number
- Quantity of items being ordered
- Include the information provided in quote:

1. The Contract Number: 600-340-06-1,
2. Product Number
3. Description of Items
4. Overage of cost for copies
5. Any additional items to be delivered with the copier
6. Accessories and appropriate prices

3. REMIT TO ADDRESS KMBS U.S.A., Inc. will provide invoices under this contract. Payments must be made to the address listed on the invoice

4. PAYMENT TERMS are Net thirty (30) days

For more information **STATE OF FLORIDA: Contract # 600-340-06-1** please visit:

<http://www.kmbs.konicaminolta.us/content/Microsites/PublicSites/FL/home?CustFoldName=FL&MicrositeFoldName=PublicSites> or contact Larry Kirk at KirkL@KMBS.KonicaMinolta.us

Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane FI 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us

State of Florida Statewide Copier Contract

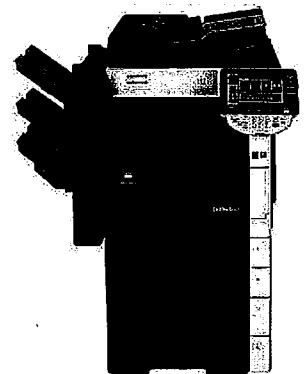


Contract Number: 600-340-06-1

Contract Period: May 23, 2006–May 22, 2010

Statewide Contract for:

- For Photocopier Equipment, Purchase and Lease
- Maintenance



Published: June 1, 2009

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GENERAL ORDERING INFORMATION

1. ORDERING ADDRESS AND PROCEDURES

Orders will be accepted for the State of Florida State agencies and Political Subdivisions within the State of Florida. All orders must be placed as follows:

Konica Minolta Business Solutions U.S.A, Inc.
C/O Selling Branch/Dealer
500 Day Hill Road
Windsor, CT 06095
ATTN. Midge Christopher
Phone: 800-456-6422 ext 2798
email: windorders@kmbs.konicaminolta.us
Fax: 860-902-7564

Information on orders, invoices, etc. should be directed to the number indicated above. Facsimile purchase orders are acceptable at 860-902-7564.

2. ORDERING PROCEDURES/PURCHASE ORDERS

All purchase orders for photocopiers are to be issued only to the contracting vendor, not to any installing/servicing dealer or KMBS U.S.A, Inc. direct branch. Please include the following information with your purchase order:

- The Contract Number: 600-340-06-1
- Tax Exempt Certificate - Please be sure to send your tax exempt certificate with your purchase order. This will prevent delays in your order being processed. If one is not sent in with the po we will contact you by phone to request a copy.
- Product Number
- Quantity of items being ordered
- Description of Item
- Acquisition Plan with unit prices extended and PO totaled
- Overage of cost for copies, (if applicable)
- Delivery address, contact name and phone number
- Any additional items to be delivered with the copier
- Accessories and appropriate prices, (if applicable)

3. REMIT TO ADDRESS

KMBS U.S.A., Inc. will provide invoices under this contract. Payments must be made to the address listed on the invoice.

4. PAYMENT TERMS

Net thirty (30) days

5. DELIVERY

Thirty (30) days after receipt of order

6. CONTRACT TERM

A thirty-six (36) month state term contract for the purchase and lease of copying and facsimile equipment, maintenance, supplies, document production and related services by all State of Florida agencies and other eligible users, with the potential for renewal if deemed in the best interest of the State.

7. TAXES

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

8. SUPPLIES

- a. Start-up Supplies for each model will include: 1 bottle of Toner and 1 bottle of developer)
- b. LEASE PLANS: Maintenance & Consumable supplies, including staples, are included in this contract at no additional charge. Paper is not included.
- c. PURCHASE: Monthly maintenance charge if maintenance agreement is elected on the 91st day, until maintenance agreement is terminated. All supplies, including staples, are included in the maintenance contract at no additional charge. Paper is not included.

9. STATE OF FLORIDA WEBSITE

Please use this website address to confirm the proper procedures and guidelines in using this award.
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists

10. NATIONAL CUSTOMER SUPPORT CENTER (NCSC)

For service and supplies please call our NCSC toll free number 1-800-456-5664 (We support both English and Spanish languages).

SPECIAL TERMS AND CONDITIONS

PURCHASE AND LEASE PROVISIONS

Customer will be authorized to enter into a contract for equipment by issuance of a purchase order referencing the contract number. The manufacturer's lease agreement form will not be used since a contract resulting from this negotiation and the purchase order will constitute the complete agreement. Note: Should Contractor present, and customer sign, a contract, that document will be void and non-binding. All State Agencies are required to receive approval from the Department of Financial Services PRIOR to entering into a lease in excess of \$25,000 in annual value. All State agencies are urged to review the Comptrollers latest memorandum addressing leases and installment purchase of equipment when considering the leasing of equipment.

Available Lease Periods:

2-Year Lease: A consecutive twenty-four (24) month equipment plan (not a lease purchase plan) which shall expire at the end of the twenty-fourth (24) month period. No termination notice shall be required by either party at end of lease.

3-Year Lease: A consecutive thirty-six (36) month equipment plan (not a lease purchase plan) which shall expire at the end of the thirty-six (36) month period. No termination notice shall be required by either party at end of lease.

4-Year Lease: A consecutive forty-eight (48) month equipment plan (not a lease purchase plan) which shall expire at the end of the forty-eight (48) month period. No termination notice shall be required by either party at end of lease.

5-Year Lease: A consecutive sixty (60) month equipment plan (not a lease purchase plan) which shall expire at the end of the sixty (60) month period. No termination notice shall be required by either party at end of lease.

Lease equipment's unit price shall include a full service maintenance agreement for the term of the lease. Maintenance shall include full service including preventive maintenance, all service calls, travel, loaner equipment and no charge replacement of all defective or worn parts and machines.

Expiration of Lease

Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed from Customer's location within ten (10) days after expiration of lease at Contractor's expense. All equipment removal shall be coordinated with Customer.

Renewal of Lease - Section 5.7.2

A Customer may renew a lease for up to three (3) years or the original term of the lease, which is longer, whenever the Customer determines that the continued use of equipment leased under this contract is in the best interest of the Customer. Renewals may be cancelled by a Customer at any time by providing Contractor with thirty (30) days written notice. Renewal Pricing must be only the service and supply portion of the payment, please see page 14 of this catalog for renewal pricing.

Lease Cancellation for Convenience

The lease agreement may be canceled at any time during the lease period by the lessee. A thirty (30) day cancellation notice will be required of the lessee in writing. All money due the lessor (excluding maintenance and supplies costs) for the remainder of the lease agreement period will be due and payable upon completion of the equipment removal, except in documented cases of nonperformance by the Contractor or Non-Appropriations. Upon cancellation of a lease agreement by the lessee without cause, the equipment will be returned to the lessor with transportation at the lessee's expense (including removal charges, if applicable).

SPECIAL TERMS AND CONDITIONS

PURCHASE PROVISIONS

A) RISK OF LOSS

During the period the equipment is in transit or in possession of the purchaser, up to and including the date of acceptance by the purchaser, contractor shall be responsible for all risk of loss or damage to the equipment. After the date of acceptance, the risk of loss or damage will pass to the purchaser.

B) WARRANTY

The contractor shall fully warrant all items furnished hereunder against defects in materials and workmanship for a minimum period of 90 days from date the equipment is accepted by the purchaser. Should any defects in workmanship or materials, appear during the warranty period, the contractor shall repair or replace such items immediately upon receipt of notice from the purchaser. The warranty shall cover material, labor and transportation charges, if any. Warranties submitted with your bid, either appearing separately or included in preprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

PRICES

1. Price Coverage

All prices shall include delivery to Customer, installation including a regular, full size complement of consumable supplies, except paper (irrespective of whether the machine includes a "start-up kit" from the manufacturer), activation with key operator's) into a production cycle, and removal charges

Equipment Pricing offered for the lifecycle cost per copy shall be firm against any increase for the entire term of the Contract and any renewals thereof.

2. Maintenance Prices

Maintenance prices shall include full coverage maintenance including preventive maintenance, all service calls and replacement of all defective or worn parts except those parts bid separately under EXPENDABLE PARTS. Note: Three year maintenance price protection only applies to multi-functional equipment purchased from this contract. After 3 year maintenance price protection expires, maintenance prices may not exceed published GSA prices or established governmental pricing if GSA is not applicable.

Konica Minolta's commitment to workplace accessibility and Section 508

Konica Minolta engineers are dedicated to providing state of the art imaging technologies to everyone in the office regardless of their physical capabilities. As a result of this commitment, Konica Minolta MFPs contain numerous functions and features that provide an easy and friendly user interface and operation for individuals with disabilities.

Enhanced operational functionality includes: front-loading paper trays, adjustable display contrasts, enlarged displays, tilt enabled control panels, extra large buttons, convenient heights and reach, and easily accessible machine interiors for adding toner and replacing imaging cartridges.

Konica Minolta's goal is to make our products truly "User Friendly" for Everyone.

- Konica Minolta has a Universal Design Committee composed of members from each discrete R&D Division as well as the Design Division.
- In addition, Konica Minolta staffs Universal Design Workgroups (LCD Panel Workgroup, Options Workgroup, Applications etc.) within the Universal Design Committee to focus on accessibility of each function and to assure a constant specification across the product line.
- Konica Minolta has a total of 28 evaluators, representing a diverse cross-section of disabilities who evaluate our products to make sure that the MFP meets their accessibility requirements.
 - During the evaluation process, if the product specification does not meet with their approval (in the middle of the design process), the target product does not move onto the Product Design stage. In addition, if the evaluation does not pass after final evaluation, the product will not be launched. Therefore, our customers can be assured that by the time our product comes to market, it will meet the accessibility requirements for all types of users.

For more details please click on this URL:

Konica Minolta bizhub 362 SPECIFICATIONS

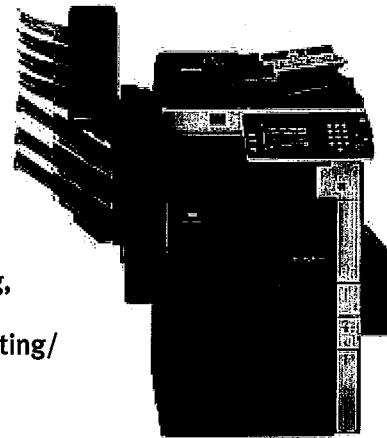
HIGH-SPEED, LOW-COST MULTIFUNCTION PRODUCTIVITY. Moving information faster is the whole idea behind bizhub — and for fast-growing document demands, the bizhub® 362 increases your power to print, copy, scan, even fax. At speeds up to 36 ppm, with workhorse 150,000-page monthly duty cycle, you'll be more productive right from the start. The built-in Emperon® Print System gives you built-in Windows Vista® and Mac® functionality. Security features provide best-in-class protection to safeguard essential data and guard against unauthorized access. Sleek center-office styling looks good anywhere — and PageScope® software provides seamless network management for documents and devices. If your workload keeps rising, let the bizhub 362 help keep you ahead of the curve.

- Sleek Dark Cabinet Design, Small Footprint

- Emperon® Print System with PS/PCL Emulation

- ISO 15408 Certification, Enhanced Security Protection

bizhub 



Type I, Class 3A

Includes: RADF, Auto Duplexing, Finisher, (2) 500-Sheet Paper Drawers, Cabinet, Network Printing/Scanning

Konica Minolta bizhub 362

Type:	Digital Copier/Printer
Imaging System:	Simitri® Polymerized Toner
Output Speed:	36 pages per minute
Image Resolution:	600 dpi x 600 dpi
Warm-Up Time:	14 -24 seconds
First Copy:	5.3 seconds or less
Memory:	192 MB (Std.), 40 GB HDD (maximum, optional)
Magnification:	25 - 400%
Standard Paper Supply:	500-sheet universal paper drawer (2), 150-sheet bypass
Paper Size:	5-1/2" X 8-1/2" to 11" x 17"
Maximum Paper Cap.:	3,650 sheets (total, with options)
Power Requirements:	120 V, 60 Hz, 11.5 A
Dimensions:	26-3/4" x 28" x 28-1/4" (W x D x H)
Weight:	Approx. 163 lbs.

Design & specifications are subject to change without notice.
* Photo does not represent awarded configuration



Konica Minolta bizhub 362 PRICING

TYPE I, CLASS 3a
 Volume Range: 15,000 - 20,000 copies/month
 Speed: 36 PAGES per minute

Standard Configuration Includes: bizhub 362 / RADF (DF-620) / Duplexing / Staple Finisher (FS-530) / Cabinet (DK-506) / Network Printing & Scanning / 1,000-Sheet Paper Supply

PURCHASE:

Purchase Price	*Monthly Maintenance	Copies Included	Overage Per Copy	Networking Fee
\$3,160.00	\$59.25	20,000	.015	\$100.00

* **PURCHASE:** Monthly maintenance charge if maintenance agreement is elected on the 91st day, until maintenance agreement is terminated. All supplies, including staples, are included in the maintenance contract at no additional charge. Paper is not included.

Start-up supplies (1 bottle of toner & 1 bottle of developer) are included at no additional charge.

LEASE PLANS:

Term	Monthly Lease Price	Copies Included	Overage Per Copy	Networking Fee
24 Months	\$227.87	20,000	.015	\$100.00
36 Months	\$158.70	20,000	.015	\$100.00
48 Months	\$153.78	20,000	.015	\$100.00
60 Months	\$139.75	20,000	.015	\$100.00

LEASE PLANS: Maintenance & Consumable supplies, including staples, are included in this contract at no additional charge. Paper is not included.

EXAMPLE OF HOW TO REMOVE AN ACCESSORY FROM THE MAIN CONFIGURATION AND ADD ANOTHER ACCESSORY IN ITS PLACE (Note: You may only remove an accessory from the main configuration if you are adding another accessory in its place. Pricing to remove and add accessories can be found on page 14 of this catalog):

This is a 48-Month Lease Example:

bizhub 362 / DF-620/ FS-530 / DK-506: \$153.78 per month
 remove DK-506: \$2.14 per month
 NEW TOTAL \$151.64 per month
 add PC-407 (LCC) \$20.21 per month
 NEW CONFIGURATION PRICE \$171.85 per month

Konica Minolta bizhub 501 SPECIFICATIONS

Power your printing, speed your output, transform your work flow and enhance your security—all while controlling your costs and growing your business. That's the beauty of bizhub®, the total document solution from Konica Minolta. The high-speed bizhub 501 is designed to move information faster from a central document resource with sleek styling, small foot print and hidden cables for center-office placement. And with 50ppm print/copy output, 70opm scanning speed, plus modular finishing, fax, connectivity and software options to custom-fit every environment, you'll have a right-size solution for any-size business.

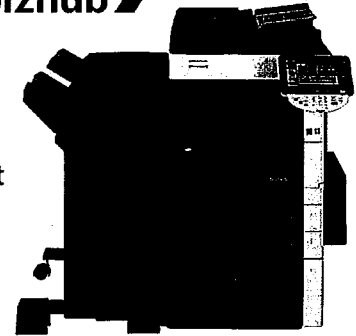
- Large Color LCD Touch Screen, Thumb Nail Preview
- Advanced Security: Biometric & HID and HID card Authentication Options
- Optional Power Emperon® Print System, EM,PCL/PS Emulation

bizhub 

Type II, Class 3

Includes: Electronic Document Handler, Auto Duplexing, Finisher, (4) 500-Sheet Paper Drawers

Konica Minolta bizhub 501



Type:	Digital Copier
Imaging System:	Simitri® Polymerized Toner
Output Speed:	50 pages per minute
Image Resolution:	1200dpi equivalent x 600dpi/600dpi x 600dpi
Warm-Up Time:	Less than 30 seconds
First Copy:	Less than 3.6 seconds
Memory:	1,024 MB (Std.), 60 GB HDD (maximum, optional)
Magnification:	25 - 400%
Standard Paper Supply:	500-sheet universal paper drawer (2), 150-sheet bypass
Paper Size:	5-1/2" X 8-1/2" to 11" x 17"
Maximum Paper Cap.:	5,650 sheets (total, with options)
Power Requirements:	120 V, 60 Hz, 12 A
Dimensions:	26.7" x 27.9" x 35.2" (W x D x H)
Weight:	Approx. 215 lbs.

Design & specifications are subject to change without notice.
* Photo does not represent awarded configuration



Konica Minolta bizhub 501 PRICING

TYPE II, CLASS 3
 Volume Range: 45,000 - 50,000 copies/month
 Speed: 50 PAGES per minute

Standard Configuration Includes: bizhub 501 / Electronic Document Handler (EDH) / Duplexing / Finisher (FS-522) / (2) 500-Sheet Paper Drawers (PC-206) / (2) 500-Sheet Paper Drawers (Std.)

PURCHASE:

Purchase Price	*Monthly Maintenance	Copies Included	Overage Per Copy	Networking Fee
\$4,443.00	\$143.06	50,000	.015	\$100.00

* **PURCHASE:** Monthly maintenance charge if maintenance agreement is elected on the 91st day, until maintenance agreement is terminated. All supplies, including staples, are included in the maintenance contract at no additional charge. Paper is not included.

Start-up supplies (1 bottle of toner & 1 bottle of developer) are included at no additional charge.

LEASE PLANS:

Term	Monthly Lease Price	Copies Included	Overage Per Copy	Networking Fee
24 Months	\$372.49	50,000	.015	\$100.00
36 Months	\$282.89	50,000	.015	\$100.00
48 Months	\$271.68	50,000	.015	\$100.00
60 Months	\$252.59	50,000	.015	\$100.00

LEASE PLANS: Maintenance & Consumable supplies, including staples, are included in this contract at no additional charge. Paper is not included.

EXAMPLE OF HOW TO REMOVE AN ACCESSORY FROM THE MAIN CONFIGURATION AND ADD ANOTHER ACCESSORY IN ITS PLACE (Note: You may only remove an accessory from the main configuration if you are adding another accessory in its place. Pricing to remove and add accessories can be found on page 14 of this catalog):

This is an Outright Purchase Example:

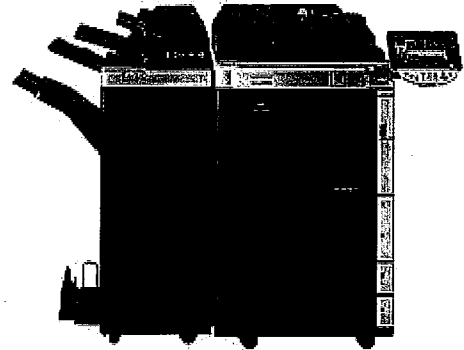
bizhub 501 / FS-522 / PC-206: \$4,443.00
 remove FS-522: \$530.00
 NEW TOTAL \$3,913.00
 add FS-523 Staple Finisher \$1,759.88
 NEW CONFIGURATION PRICE \$5,672.88

Konica Minolta bizhub 601 SPECIFICATIONS

A scalable solution that speeds your workflow. For busy offices, departments and workgroups facing high-volume document demands, the bizhub® 601 prints and copies at up to 60 ppm, scans up to 75 originals per minute and brings information into your workflow with greater flexibility and security. You'll have a central document resource with sleek dark-cabinet styling that looks great anywhere, a large color LCD touch-screen for simple, intuitive operation and a unique InfoLine® display that shows operating status at a glance. An optional IC-208 Image Controller enables the power of the Emperon® print system, with PCL6/PS3 emulation and native XPS interpreter with built-in Windows® Vista® support. And powerful, versatile options include auto stapling, booklet-making, high-speed Super G3 fax, enhanced security protection and more - so you can customize a high-volume document solution that adapts to your needs and grows with your business.

- Sleek Dark Cabinet Design, InfoLine Status Display
- Large Color LCD Touch-Screen Thumbnail Document Preview
- HID Card and Biometric Authentication Security Options

bizhub /



Type II, Class 4

Includes: EDH / Staple Finisher / 3,600-Sheet Std. Paper Supply / Auto Duplexing

Konica Minolta bizhub 601

Type:	Digital Copier/Printer/Scanner
Imaging System:	Simitri® Polymerized Toner
Output Speed:	60 pages per minute
Image Resolution:	1200dpi equivalent x 600dpi
Warm-Up Time:	4.5 minutes or less
First Copy:	3.5 seconds or less
Memory:	1,024 MB (Std.), 60 GB HDD maximum, optional)
Magnification:	25 - 400%
Standard Paper Supply:	1,500-sheet Drawer, 1,000-sheet Drawer, 500-sheet Universal Drawer (2), 100-sheet Bypass
Paper Size:	5-1/2" x 8-1/2" to 12" x 18"
Maximum Paper Cap.:	7,600 sheets (total, with options)
Power Requirements:	120 V, 60 Hz, 16 A
Dimensions:	34.9" x 33.8" x 44.9" (W x D x H)
Weight:	Approx. 496 lbs.

Design & specifications are subject to change without notice.
* Photo does not represent awarded configuration



Konica Minolta bizhub 601 PRICING

TYPE II, CLASS 4
 Volume Range: 55,000 - 60,000 copies/month
 Speed: 60 PAGES per minute

Standard Configuration Includes: bizhub 601 / Electronic Document Handler (EDH) / Duplexing / Finisher (FS-524) / 3,600-Sheet Paper Drawers (Std.)

PURCHASE:

Purchase Price	*Monthly Maintenance	Copies Included	Overage Per Copy	Networking Fee
\$6,000.00	\$166.65	60,000	.015	\$100.00

* PURCHASE: Monthly maintenance charge if maintenance agreement is elected on the 91st day, until maintenance agreement is terminated. All supplies, including staples, are included in the maintenance contract at no additional charge. Paper is not included.

Start-up supplies (1 bottle of toner & 1 bottle of developer) are included at no additional charge.

LEASE PLANS:

Term	Monthly Lease Price	Copies Included	Overage Per Copy	Networking Fee
24 Months	\$476.07	60,000	.015	\$100.00
36 Months	\$355.48	60,000	.015	\$100.00
48 Months	\$340.11	60,000	.015	\$100.00
60 Months	\$314.38	60,000	.015	\$100.00

LEASE PLANS: Maintenance & Consumable supplies, including staples, are included in this contract at no additional charge. Paper is not included.

EXAMPLE OF HOW TO REMOVE AN ACCESSORY FROM THE MAIN CONFIGURATION AND ADD ANOTHER ACCESSORY IN ITS PLACE (Note: You may only remove an accessory from the main configuration if you are adding another accessory in its place. Pricing to remove and add accessories can be found on page 14 of this catalog):

This is a 36-Month Lease Example:

bizhub 601 / FS-524: \$355.48 per month

remove FS-524: ~~\$28.32~~ per month

NEW TOTAL \$327.16 per month

add FS-610 Advanced Finisher \$87.45 per month

NEW CONFIGURATION PRICE \$414.61 per month

OPTIONAL ACCESSORY PRICING

Type I, Class 3A bizhub 362

AORCOY3 8	DK-506 Desk/Storage Drawer	\$0.00	\$3.82	\$0.00	\$2.14	\$1.82
AORCW24	PC-108 500 Sheet Paper Feed Cabinet with Storage	\$559.65	\$25.93	\$17.81	\$14.54	\$12.38
AORC011	PC-206 - (500 Sheet Universal Cassette x 2)	\$660.73	\$30.61	\$20.79	\$17.16	\$14.61
AORC011	PC-407 Large Capacity Tray - (2500 sheets)	\$778.05	\$36.05	\$24.49	\$20.21	\$17.21
4347711	JS-502 Job Separator Tray	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
4510761	MT-502 Mailbin Kit	\$617.50	\$28.61	\$19.43	\$16.04	\$13.66
AOPGW21	SD-507 Saddle Stitcher Kit	\$796.58	\$36.91	\$25.07	\$20.69	\$17.62
4512812	PU-501 Punch Unit	\$308.75	\$14.30	\$9.72	\$8.02	\$6.83
4623471	Key Counter Kit 2	\$67.93	\$3.15	\$2.14	\$1.76	\$1.50
4623472	Key Counter Kit 1	\$67.93	\$3.15	\$2.14	\$1.76	\$1.50
4623481	Key Counter Mount Kit	\$67.93	\$3.15	\$2.14	\$1.76	\$1.50
4599461	HD-504 Hard Disk (40GB HDD)	\$333.45	\$15.45	\$10.49	\$8.66	\$7.38
4599461	SC-504 HDD Encryption Kit	\$265.53	\$12.30	\$8.36	\$6.90	\$5.87
4614506	SP-501 Stamp Unit	\$27.79	\$1.29	\$0.87	\$0.72	\$0.61
4551641	EM-303 Expanded Memory Unit 32MB	\$89.54	\$4.15	\$2.82	\$2.33	\$1.98
4551651	EM-304 Expanded Memory Unit 64MB	\$179.08	\$8.30	\$5.64	\$4.65	\$3.96
4551661	EM-305 Expanded Memory Unit 128MB	\$358.15	\$16.59	\$11.27	\$9.30	\$7.92
4599481	EK-502 Local Interface Kit (enables printing through Parallel connection - IEEE1284)	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
4551613	FK-503 Fax Kit	\$676.16	\$31.33	\$21.28	\$17.56	\$14.96
4551621	ML-502 Fax Multi Line	\$648.38	\$30.04	\$20.41	\$16.84	\$14.34
4614511	TX Marker Stamp (UNIT 2)	\$15.90	\$0.74	\$0.50	\$0.41	\$0.35
4625246	OT-602 - Additional Output Tray	\$30.88	\$1.43	\$0.97	\$0.80	\$0.68
7640001106	D5133NT ESP Power Filter (120 volt, 15 Amps, 3 Outlets, Max Power Surge Suppression, Ground Noise Elimination, Network & FAX/Phone Line Protection. Designed for Digital Technology)	\$90.00	\$4.17	\$2.86	\$2.34	\$1.99

Type II, Class 3 bizhub 501

AORCOY3	DK-506 Copy Desk	\$122.88	\$5.69	\$3.87	\$3.19	\$2.72
AORC011	PC-407 Large Capacity Cabinet	\$778.05	\$36.05	\$24.49	\$20.21	\$17.21
AOR90Y1	LU-203 Large Capacity Tray (2,000 sheets)	\$852.15	\$39.48	\$26.82	\$22.13	\$18.85
AOPH0Y2	FS-523 Staple Finisher - (2/3 Hole-Punch)	\$1,759.88	\$81.54	\$55.39	\$45.71	\$38.93
AORD0Y1	RU-507 Relay Unit for FS-523	\$154.38	\$7.15	\$4.86	\$4.01	\$3.41
4625246	OT-602 Additional Output Tray for FS-519/FS-522	\$30.88	\$1.43	\$0.97	\$0.80	\$0.68
4347711	JS-502 Job Separator Tray	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
AOPGW21	SD-507 Saddle Kit for FS-522	\$796.58	\$36.91	\$25.07	\$20.69	\$17.62
4510761	MT-502 Mailbin Kit for FS-519/FS-522	\$617.50	\$28.61	\$19.43	\$16.04	\$13.66
4512812	PU-501 Punch Unit 9 (For FS-508/FS-510/FS-522)	\$308.75	\$14.30	\$9.72	\$8.02	\$6.83
AOP6WY1	HD-509 60GB Hard Disk Drive	\$524.88	\$24.32	\$16.52	\$13.63	\$11.61
15LB	FK-502 Super G3 Fax Board	\$592.80	\$27.47	\$18.66	\$15.40	\$13.11
16LA	MK-708 Mount Kit for FK-502/FS-522	\$142.03	\$6.58	\$4.47	\$3.69	\$3.14
4614511	Spare TX Marker Stamp 2	\$15.44	\$0.72	\$0.49	\$0.40	\$0.34
4614506	SP-501 Stamp Unit	\$27.79	\$1.29	\$0.87	\$0.72	\$0.61

Continued on next page

OPTIONAL ACCESSORY PRICING— *Continued*

AOP4WY1	EK-703 USB Interface Kit	\$154.38	\$7.15	\$4.86	\$4.01	\$3.41
A09MWY0	AU-101 Biometric Authentication Unit	\$524.88	\$24.32	\$16.52	\$13.63	\$11.61
A07EWW0	WT-502 Working Table	\$61.75	\$2.86	\$1.94	\$1.60	\$1.37
16PA	ML-503 Fax Dual Line Kit	\$142.03	\$6.58	\$4.47	\$3.69	\$3.14
AORA0Y1	OT-504 Output Tray	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
AOPAWY1	SC-505 HDD Encryption Kit	\$308.75	\$14.30	\$9.72	\$8.02	\$6.83
AORCOY1	PC-206 Paper Feed Cabinet (500 x 2)	\$400.00	\$19.06	\$12.59	\$10.68	\$9.10
AOHNOY1	FS-522 Base Finisher (Stapling Standard)	\$530.00	\$25.26	\$16.68	\$14.16	\$12.06
AOP80Y1	IC-207 Imaging Controller	\$200.00	\$9.53	\$6.29	\$5.34	\$4.55
7640001106	D5133NT ESP Power Filter (120 volt, 15 Amps, 3 Outlets, Ground Noise Elimination, Network & FAX/Phone Line Protection.	\$90.00	\$4.17	\$2.86	\$2.34	\$1.99
Type II, Class 4 bizhub 601						
AOPROY2	LU-405 Large Capacity Tray (4,000 sheet Portrait)	\$1,235.00	\$57.22	\$38.87	\$32.08	\$27.32
AOPTOY2	LU-406 LCC (4,000 sheet up to 12"x18")	\$1,852.50	\$85.83	\$58.30	\$48.12	\$40.98
AOR30Y1	FS-610 Advanced Folding Finisher (staple, saddle-fold, tri-fold)	\$2,778.75	\$128.74	\$87.45	\$72.18	\$61.46
AOR20Y1	FS-525 Multi-Stapling Finisher (up to 100 sheets)	\$2,717.00	\$125.88	\$85.51	\$70.57	\$60.10
AOPVOY1	PI-504 Post Cover Inserter	\$617.50	\$28.61	\$19.43	\$16.04	\$13.66
A09MWY0	AU-101 Biometric Authentication Unit	\$524.88	\$24.32	\$16.52	\$13.63	\$11.61
AOPWWY1	WT-504 Work Table	\$61.75	\$2.86	\$1.94	\$1.60	\$1.37
AOPCWY1	SC-506 HDD Encryption Kit	\$308.75	\$14.30	\$9.72	\$8.02	\$6.83
AOPUWY1	OT-505 Output Tray	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
AOPX0Y1	SF-602 Shift Tray	\$494.00	\$22.89	\$15.55	\$12.83	\$10.93
15KB	PK-505 (Punch kit) for FS504 and FS602	\$463.13	\$21.46	\$14.58	\$12.03	\$10.24
AOR00Y1	ZU-605 Z-Fold/Punch Unit (2/3 Hole)	\$3,056.63	\$141.62	\$96.20	\$79.39	\$67.61
AOP7WY1	HD-510 60GB HDD Kit	\$494.00	\$22.89	\$15.55	\$12.83	\$10.93
15LB	FK-502 Super G3 Fax Board	\$592.80	\$27.47	\$18.66	\$15.40	\$13.11
AOP50Y1	MK-716 Mount Kit	\$142.03	\$6.58	\$4.47	\$3.69	\$3.14
AOP4WY1	EK-703 USB Interface Kit	\$92.63	\$4.29	\$2.92	\$2.41	\$2.05
AOR10Y1	FS-524 Multi-Stapling Finisher - (up to 50 sheets)	\$900.00	\$42.87	\$28.32	\$24.04	\$20.47
AOP90Y1	IC-208 Image Controller	\$390.00	\$18.56	\$12.27	\$10.41	\$8.86
7640001107	D5143NT ESP Power Filter (120 volt, 20 Amps, 3 Outlets, Ground Noise Elimination, Network & FAX/Phone Line Protection.	\$95.00	\$4.40	\$3.02	\$2.47	\$2.10

Notes:

1. On the bizhub 362 there is no cost to deduct the DK506 for Purchase and 36-month lease. If the customer wants to upgrade to one of the paper drawers/cabinet please add the price of the paper drawer to the po without removing any cost for the DK-506.
2. As on all of the previous contracts a customer cannot remove an accessory from the awarded configuration unless they are replacing it with an upgraded version of that item. For example: If you want to remove the FS-524 it must be because you are ordering the upgrade finisher FS-610 or FS525.
3. Relocation Charges: \$100.00/hour
4. IT Support for network services after initial installation and outside of normal service coverage covered by the ITN: \$90.00/hour



PRICING FOR LEASES RENEWED AFTER INITIAL TERM

Renewal of Leases:

A Customer may renew a lease for up to a total of 5 years (including original term), whenever the Customer determines that the continued use of equipment leased under this contract is in the best interest of the Customer. Renewals may be cancelled by a Customer at any time by providing Contractor with thirty (30) days written notice. During this renewal period, the end user will only be charged for service and supplies.

Model	Copies Inc	24-Month Lease Term			36-Month Lease Term		48-Month Lease Term
		Year 1 after term expires (Year 3)	Year 2 after term expires (Year 4)	Year 3 after term expires (Year 5)	Year 1 after term expires (Year 4)	Year 2 after term expires (Year 5)	Year 1 after term expires (Year 5)
350	20,000	\$65.18	\$71.69	\$78.86	\$65.18	\$71.69	\$65.18
362	20,000	\$65.18	\$71.69	\$78.86	\$65.18	\$71.69	\$65.18
500	50,000	\$157.37	\$173.10	\$190.41	\$157.37	\$173.10	\$157.37
501	50,000	\$157.37	\$173.10	\$190.41	\$157.37	\$173.10	\$157.37
600	60,000	\$183.32	\$201.65	\$221.81	\$183.32	\$201.65	\$183.32
601	60,000	\$183.32	\$201.65	\$221.81	\$183.32	\$201.65	\$183.32

Konica Minolta reserves the right to cancel the maintenance renewal plans at any time based on the availability of parts and supplies.

Includes supplies, excess copy charge is .015.

bizhub 500 discontinued for new placements July 2008

bizhub 600 discontinued for new placements February 2009

bizhub 362 discontinued for new placements March 2009

KMBS AUTHORIZED SERVICE LOCATIONS

Branch/Dealer	Street Address	City, State	Phone	Counties
Konica Minolta Business Solutions - Direct Branch Contact: Vito Parisi Email: vparisi@kmbs.konicaminolta.us	951 Broken Sound NW Parkway	Boca Raton, FL 33487	561-988-1011	Broward Martin Palm Beach
Konica Minolta Business Solutions - Direct Branch Contact: Paul DeProfio Email: pdeprofio@kmbs.konicaminolta.us	5661 Independence Circle, Suite 7	Ft. Myers, FL 33912	239-931-6080	Charlotte Collier De Soto Hardee Highlands Lee Manatee Sarasota
Konica Minolta Business Solutions - Direct Branch Contact: Stuart Maclean email: smaclean@kmbs.konicaminolta.us	3721 B Northwest 40th Terrace	Gainesville, FL 32696	800-342-0114	Hamilton Sumter Alachua Baker Bradford Citrus Columbia Dixie Gilchrist Union Levy Marion Suwannee
Konica Minolta Business Solutions - Direct Branch Contact: Craig Schneider email: cschneider@kmbs.konicaminolta.us	9143 Philips Highway Suite 380	Jacksonville, FL 32256	(904)288-3300	Clay Duval Flagler Nassau Putnam Saint Johns Seminole Volusia
Konica Minolta Business Solutions - Direct Branch Contact: Hilly Karasik Email: hkarasik@kmbs.konicaminolta.us	1051 Winderley Place, Suite 300 The American Building	Maitland, FL 32751	407-667-7711	Brevard Indian River Lake Orange Osceola Saint Lucie Seminole
Konica Minolta Business Solutions - Direct Branch Contact: Ray Fong Email: rfong@kmbs.konicaminolta.us	8100 Oak Lane, Suite 100	Miami Lakes, FL 33016	305-826-0994	Miami-Dade
Konica Minolta Business Solutions - Direct Branch Contact: Rick Lose email: rlose@kmbs.konicaminolta.us	17 West Garden Street	Pensacola, FL 32502	(850)432-3200	Franklin Calhoun Liberty
Konica Minolta Business Solutions - Direct Branch Contact: Lori Amo email: lamo@kmbs.konicaminolta.us	6891 Professional Parkway East	Sarasota, FL 34240	941-373-3849	Charlotte Collier De Soto Glades Hardee Hendry Highlands Lee Manatee Sarasota
Konica Minolta Business Solutions - Direct Branch Contact: Beth Swain email: bswain@kmbs.konicaminolta.us	9505 International Court	St. Petersburg, FL 33716	727-622-4611	Hernando Hillsborough Pasco Pinellas

KMBS AUTHORIZED SERVICE LOCATIONS

Branch/Dealer	Street Address	City, State	Phone	Counties
Konica Minolta Business Solutions - Direct Branch Contact: Ron Schofield email: rschofield@kmbs.konicaminolta.us	1891 Capital Circle NE, Unit #4	Tallahassee, FL 32308	850-878-7133	Hamilton LaFayette Gadsden Jefferson Leon Madison Taylor Wakulla
Konica Minolta Business Solutions - Direct Branch Contact: Tom Cleveland Email: tcleveland@kmbs.konicaminolta.us	3725 West Grace St., 4th Floor	Tampa, FL 33607	813-287-1102	Hernando Hillsborough Pasco Pinellas Polk
Ac'cent Business Products of Fort Meyers Contact: Bo Tubeville Email: bo@accentbp.com	6411 Arc Way	Fort Myers, FL 33912	239-939-0077	Charlotte Collier Glades Hendry Lee
B & B Office Systems, Inc. Contact: Harold Deck Email: hal@bbos.com	3213 SW 42nd Street	Gainesville, FL 32608	352-335-3542	Alachua Columbia Dixie Gilchrist Hamilton LaFayette Levy Marion Suwannee
Boring Business Systems, Inc. Contact: Keith Dasbach Email: kdasbach@boring.com	938 E. Main Street	Lakeland, FL 33801	863-686-3167	Hardee Highlands Polk
Copyfax 2000, Inc. Contact: Ed Zajac Email: edza@mindspring.com	3135 Eliza Road	Tallahassee, FL 32308	850-671-6663	Gadsden Jefferson Leon Taylor Wakulla
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	569 Beviell Road	Daytona Beach, FL 32119	800-226-5100 ext: 4311	Flagler Volusia
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	26 Oleander Street	Cocoa, FL 32922	800-226-5100 ext: 4311	Brevard Martin Indian River Okeechobee St. Lucie

KMBS AUTHORIZED SERVICE LOCATIONS

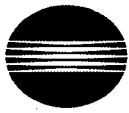
Branch/Dealer	Street Address	City, State	Phone	Counties
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	3728 Phillips Highway, Suite 22	Jacksonville, FL 32207	800-226-5100 ext: 4311	Baker Bradford Clay Columbia Duval Hamilton Lake Nassau Putnam St. Johns Sumter Suwannee Union
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	4110 SW 34th Street, Suite 10	Gainesville, FL 32608	800-226-5100 ext: 4311	Alachua Citrus Dixie Gilchrist Hernando Lafayette Levy Marion
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	420 S. Orlando Avenue	Winter Park, FL 32789	800-226-5100 ext: 4311	Orange Osceola Seminole
Copytronics Information Systems, Inc. Contact: Nancy Crehan Email: ncrehan@copytronics.net	2461 Rolac Road	Jacksonville, FL 32207	800-226-5100 ext: 4311	
CBS-Connectivity Business Systems Contact: Carlos Thomas Email: cthomas@cbs-biz.com	8840 Grissom Parkway	Titusville, FL 32780	321-269-0247	Brevard

KMBS AUTHORIZED SERVICE LOCATIONS

Branch/Dealer	Street Address	City, State	Phone	Counties
Dex Imaging Inc. - Corporate Office Contact: Beth Doyle x 1014 Email: ddoyle@deximaging.com	5109 West Lemon Street	Tampa, FL 33609	813-288-8080	Alachua Brevard Charlotte Citrus Clay Collier Columbia De Soto Dixie Duval Flagler Gilchrist Glades Hamilton Hardee Hendry Hernando Highlands Hillsborough Indian River Lafayette Lake Lee Levy Manatee Marion Monroe Nassau Orange Osceola Pasco Pinellas Polk Saint Johns Saint Lucie Sarasota Seminole Sumter Suwannee Volusia

KMBS AUTHORIZED SERVICE LOCATIONS

Branch/Dealer	Street Address	City, State	Phone	Counties
Dex Imaging, Inc. Contact: Cary Frisenda x 1201	4126 John Young Pkwy.	Orlando, FL 32804	407-294-4116	
Dex Imaging, Inc. Contact: Tom Allnutt x 1401	13944 Lakeshore Blvd., Suite B	Hudson, FL 34668	727-245-1133	
Dex Imaging, Inc. Contact: Vann Padgett	1801 S. Nova Rd., Suite 109	Daytona Beach, FL 32117	386-322-1168	
Dex Imaging, Inc. Contact: Sam Guess x 1451	7328 University Ave., Suite F	Gainesville, FL 32607	352-224-1816	
Dex Imaging, Inc. (Xerographics) Contact: Chris Ghisson x 1801	10701 Danka Way N.	St. Petersburg, FL 33716	727-570-8868	
Dex Imaging, Inc. Contact: Leon Mathis x 1101	8638 Phillips Hwy., Bldg 3, Suite 12	Jacksonville, FL 32256	904-419-0211	
Dex Imaging, Inc. Contact: Raegen Carr	5933 N. Washington Blvd	Sarasota, FL 34243	941-552-0680	
Dex Imaging, Inc.	24860 S. Tamiami Trail, Suite 4	Bonita Springs, FL 34134	239-444-2193	
Dex Imaging, Inc. Contact: Vann Padgett	1865 Port St. Lucie Blvd	Port St. Lucie, FL 34952	386-322-1168	
Imagik Office Equipment, Inc. Contact: Jorge Monsalve Email: jorge@imagikoffice.com	10451 66th Street	Pinellas Park, FL 33782	727-471-5250	Hillsborough Pinellas
J.E. Sims, Inc. dba Wade Office Equipment Contact: Bobby Gwin Email: bgwin@wadeofficeeq.com	747 Lakeside Drive	Mobile, AL 36693	251-666-2063	Escambia Okaloosa Santa Rosa Walton
Key's Business Solutions, Inc. Contact: Mark Koval Email: mark@keysbusinesssolutions.com	204 107th Street Gulf	Marathon, FL 33050	305-289-7400	Monroe
Lewis Digital, Inc. Contact: Rob Lewis Email: rhlewis@lewisdigital.net "CERTIFIED MINORITY VENDOR"	630 1 Capital Circle NE	Tallahassee, FL 32301	850-222-4418	Gadsden Jefferson Leon Liberty Madison Taylor Wakulla
Mr. Copy Service, Inc. Contact: Mr. Earl Pryce email: epryce@mrcopyservice.net	4200 Victor Street	Jacksonville, FL 32207	904-448-0099	Baker Bradford Clay Duval Nassau Putnam Saint Johns Union
North American Office Solutions Contact: Steve Clapp Email: sclapp@natoner.com	6314 Kingspointe Parkway, Suite 7	Orlando, FL 32819	407-264-0283	Lake Orange Osceola Seminole
Panama Business Machines, Inc. Contact: Debbie Lumley Email: pbmadmin@comcast.net	505 West 15th Street	Panama City, FL 32401	877-769-4385	Bay Calhoun Gulf Holmes Jackson Okaloosa Walton Washington
U.S. Imaging Solutions, LLC. Contact: Britt Sikes Email: bsikes@usis.biz	2100 SW 71st Terrace	Davie, FL 33317	954-917-5510	Broward Miami-Dade Palm Beach



KONICA MINOLTA

UNIVERSITY of FLORIDA

An Official Piggyback Contract

To: Yani Ramos
Administrative Services Director
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

From: Lawrence Kirk
Senior Account Executive
Konica Minolta Business Solutions USA, Inc

Date: October 8, 2009

Subject: Bizhub C652 Color Copy/Print/Scan TownClerk \$ 346.98
CPC Maintenance program is \$0.0064 for B&W copies and \$0.0444 for colors

There is no minimum commitment for service that is based on actual usage. At the average usage of 3280 B&W and 4,695 color prints Estimated usage for B&W and Color monthly usage is \$229 .

The Town of Cutler Bay's Town Hall Office lease provision for a Konica Minolta bizhub C652 Copier/Printer/Scanner – Includes:

- PS, PCL & XPS Controller, 2 GB Standard Memory, Reversing Automatic Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive \$298.80.
Optional FS-526 Finisher (100 sheet) \$57.18.

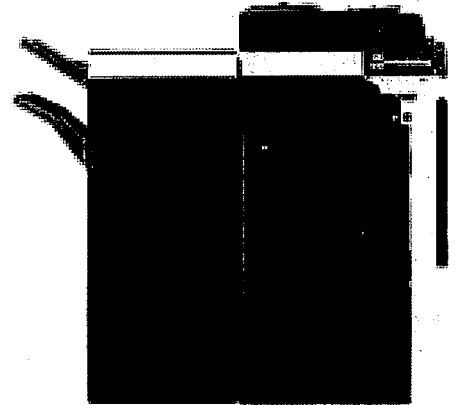
Delivery, installation, training, MyKMBS.com (MFP Fleet Management web page) and PageScope Network & Device Utility Management applications and automatic meter read at no additional cost.

CPC Maintenance has no minimums and includes all consumables even staples, parts and labor (paper is not included).

bizhub C652

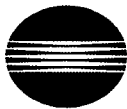
You can count on Konica Minolta to help you move documents faster and in style with a bizhub C652 copier printer. Featuring high speed print output of 50 ppm color and 65 ppm B&W, along with the Emperon Print System for full copy, print, scan functionality, the bizhub C652 will keep your business ahead of the competition.

- Color: 50 PPM
B&W: 65 PPM
Monthly Volume: 250,000 Pages
Max Paper Capacity: 6,650 Sheets



Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane FI 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us



KONICA MINOLTA

UNIVERSITY of
FLORIDA

An Official Piggyback Contract

1. ORDERING ADDRESS AND PROCEDURES

All orders are to be submitted via fax, e-mail or through US mail to the address listed below.

Konica Minolta Business Solutions
100 Williams Drive
Ramsey, NJ 07446
Attn: MAP Customer Support
CO- Installing Konica Minolta Business Solutions, Miami Branch Larry Kirk
Reference: University of Florida Contract # ITN 07DD-162YC

Phone: 800-622-2565
Fax Purchase Orders: 888-651-1907
mapcustomersupport@kmbs.konicaminolta.us

Customer must reference the models and accessory's being ordered at the awarded contract cost. If the customer wants a service contract they must include this request on their PO referencing the awarded CPC rates (see Quote).

Piggybacking off our contract with the University of Florida must fill out a credit application or have one on file with US Bank Corp.

Contract Link

http://www.purchasing.ufl.edu/main_contracts-copiers.asp

Information on orders, invoices, etc. should be directed to the number indicated above. Facsimile purchase orders are acceptable at 860-902-7564.

Please include the following information with your purchase order:

- Tax Exempt Certificate - Please be sure to send your tax exempt certificate with your purchase order.
- Credit application
- Delivery address, contact name and phone number
- Quantity of items being ordered

Contract Link **http://www.purchasing.ufl.edu/main_contracts-copiers.asp**

References

- Seminole County Public Schools, Lake Howell High School 4200 Dyke Road Winter Park FL 32792 Mary Anne Darling 407-746-9001
- Hernando County Sheriff's Office 18900 Cortez Blvd Brooksville, FL 34609 Matthew Balogh 352-797-3778



KONICA MINOLTA

**UNIVERSITY of
FLORIDA**

An Official Piggyback Contract

To: Yaní Ramos
Administrative Services Director
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

From: Lawrence Kirk
Senior Account Executive
Konica Minolta Business Solutions USA, Inc



Date: October 9, 2009

Subject: **University of Florida Contract Bizhub 421 Copy/Print/Scan/Fax \$ 194.97
CPC Maintenance program is \$0.0065 for B&W copies**
There is no minimum commitment for service that is based on actual usage.

The Town of Cutler Bay's **Police Department** lease provision for a Konica Minolta bizhub 421 Copier/Printer/Scanner/fax – Includes:

- **bizhub 421-** Includes Drum, Developer, DF-613, Duplex Unit, 1024 MB Memory (max), Tray 1(500 sheets), Tray 2 (500 sheets), Intelligent Bypass (150 sheets), Optional FS-526 Finisher (100 sheet) **\$116.17.**
- PC-407 Large Capacity Cabinet **\$ 14.76**
- FS-522 Base Finisher (Stapling Standard) **\$ 19.56**
- HD-509 60GB Hard Disk Drive **\$ 11.44**
- IC-207 Imaging Controller **\$ 12.54**
- FK-502 Super G3 Fax Board **\$ 14.21**
- MK-708 Mount Kit for FK-502/FS-522 **\$ 1.85**
- EK-703 USB Interface Kit **\$ 3.09**
- WT-502 Working Table **\$ 1.12**

Delivery, installation, training, MyKMBS.com (MFP Fleet Management web page) and PageScope Network & Device Utility Management applications and automatic meter read at no additional cost.

CPC Maintenance has no minimums and includes all consumables even staples, parts and labor (paper is not included).

Lawrence Kirk of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

8100 Oak Lane Fl 33016 • Tel: 786-206-8420 • Fax: 305-826-9294 • KirkL@KMBS.KonicaMinolta.us



KONICA MINOLTA

UNIVERSITY of
FLORIDA

An Official Piggyback Contract

1. ORDERING ADDRESS AND PROCEDURES

All orders are to be submitted via fax, e-mail or through US mail to the address listed below.

Konica Minolta Business Solutions
100 Williams Drive
Ramsey, NJ 07446
Attn: MAP Customer Support
CO- Installing Konica Minolta Business Solutions, Miami Branch, Larry Kirk
Reference: University of Florida Contract # ITN 07DD-162YC

Phone: 800-622-2565
Fax Purchase Orders: 888-651-1907
mapcustomersupport@kmbs.konicaminolta.us

Customer must reference the models and accessory's being ordered at the awarded contract cost. If the customer wants a service contract they must include this request on their PO referencing the awarded CPC rates (see Quote).

Piggybacking off our contract with the University of Florida must fill out a credit application or have one on file with US Bank Corp.

Contract Link

http://www.purchasing.ufl.edu/main_contracts-copiers.asp

Information on orders, invoices, etc. should be directed to the number indicated above. Facsimile purchase orders are acceptable at 860-902-7564.

Please include the following information with your purchase order:

- Tax Exempt Certificate - Please be sure to send your tax exempt certificate with your purchase order.
- Credit application
- Delivery address, contact name and phone number
- Quantity of items being ordered

Contract Link **http://www.purchasing.ufl.edu/main_contracts-copiers.asp**

References

- Seminole County Public Schools, Lake Howell High School 4200 Dyke Road Winter Park FL 32792 Mary Anne Darling 407-746-9001
- Hernando County Sheriff's Office 18900 Cortez Blvd Brooksville, FL 34609
Matthew Balogh 352-797-3778



MASTER AGREEMENT - COPYING EQUIPMENT LEASE PROVISIONS

All University of Florida ("Lessee") departments are authorized to initiate requests for the lease of the types of copying equipment described on Exhibit A, attached hereto and incorporate herein by reference, which leases will be effective upon issuance of a purchase order (PO) by the University's Purchasing Division referencing the **University of Florida ITN for Multifunctional and Specialty Application Copiers, #07DD-162TC** and acceptance of such Purchase Order by Vendor. The University's ITN contract terms and conditions, the purchase order terms and conditions (located at http://www.purchasing.ufl.edu/new_terms_and_conditions.asp), and this document will constitute the complete agreement regarding such leases (the "Equipment Copier Lease Agreement") and no addenda thereto or other agreements shall alter or vary the terms and conditions of the same, including without limitation, the equipment manufacturer's or its agents standard lease agreement form, unless expressly authorized by the University's Purchasing Division. At a minimum, the PO shall provide the following information: Leased Item(s) make and model, Initial Lease Term or Extension Term, Basic Rent, Location of Equipment, UF Contract Number, Authorized Signatures, and other information as necessary to complete and satisfy this agreement.

I. DEFINITIONS.

The following terms shall have the following meanings for all purposes of this Lease:

A. "Acceptance Date" means the date on which Lessee accepts installation of Leased Items on a particular PO. Lessee's acceptance is conditioned upon satisfactory completion of such acceptance tests as have been agreed to by Lessor and Lessee.

B. "Basic Rent" means during the Lease Term, the lease payment set forth in the University's PO for the Leased Items described therein, including, as applicable, the number of payments, number of copies included and/or cost per copy charge.

C. "Initial Lease Term" means the term set forth in each PO for which the Lessee shall be obligated to pay the Basic Rent, with respect to Leased Items described therein. In all events, the Initial Lease Term shall commence on the Acceptance Date and expire no later than date which is five (5) years after the Acceptance Date.

D. "Leased Item(s)" shall mean the equipment (including, without limitation, copier, computer hardware, firmware and software) and features, together with all replacements, parts, additions, attachments and accessories incorporated therein as described in the PO.

E. "Lease Term" shall mean the Initial Lease Term and any Extensions Terms resulting from Lessee's exercise of an extension option.

F. "Lessee" shall mean the University of Florida.

G. "Lessor" shall mean [Insert Name of Successful Vendor].

II. LEASE PROVISIONS.

A. TERM: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased



Item(s) for the Lease Term. It shall be the responsibility of the Lessor to remove the Leased Item(s) within 10 days after the end of the Lease Term.

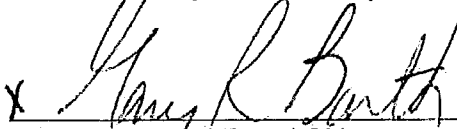
- B. **BASIC RENT:** Lessee shall pay the Basic Rent set forth in applicable PO to Lessor during the Lease Term at the address provided by Lessor. The Basic Rent shall be payable monthly, in arrears, pursuant to Section 215.422, Florida Statutes. The rent for any partial month shall be prorated on the basis of a thirty (30) day month. Lessor shall pay any applicable federal, state or local sales, use or other taxes upon the rents payable hereunder.
- C. **EXTENSION OPTIONS:** Provided Lessee is not in default under this lease agreement beyond applicable notice and cure periods, Lessee may renew the lease, with respect to any or all Leased Items covered by the University's PO, for three (3) month periods (each, an "Extension Term"). Lessee's extension options are subject to the following terms and conditions:
1. Lessee must notify Lessor of its exercise of the option at least thirty (30) days prior to the expiration of the Initial Lease Term or Extension Term, as applicable; and
 2. The Basic Rent during such Extension Term shall be the lesser of: (i) Fair Market Rental Value of the Leased Items as of commencement of the Extension Term; or (ii) the Basic Rent as of the expiration of the Initial Lease Term or Extension Term, as applicable. All other terms of the Lease agreement shall remain unchanged. Fair Market Rental Value shall be determined by agreement of Lessor and Lessee or, if they cannot agree, then by an independent appraiser selected by Lessee and satisfactory to Lessor. The cost of such appraisal shall be borne equally by Lessor and Lessee.
 3. The foregoing may NOT be accomplished without prior approval of the University Purchasing Division, and the following conditions must be met:
 - a. Prices are recalculated at the time of exercise of the extension option using the equipment depreciated value and the estimated value at the expiration date of the Extension Term. (Pricing to include in & out charges, rigging, accrued equity and any other cost associated with the acquisition.)
 - b. Except for the Basic Rent, the Equipment Copier Lease Agreement shall apply during each Extension Term.
- D. **RISK OF LOSS OR DAMAGE:** The Lessee shall be relieved from, and the Lessor hereby assumes, all property risks including: loss or damage to all Leased Item(s) during the periods of transportation, installation, and the Initial Lease Term or Extension Term except, and only to the extent permitted under 768.28, Florida Statutes, when loss or damage is due to the negligent acts of the Lessee. In the event a Leased item(s) is damaged or destroyed and therefore may not be used for Lessee's intended purposes, in its reasonable discretion, the PO applicable to such Leased Item(s) shall terminate as of the date of the damage or destruction and the Basic Rent shall be prorated between the parties as of such date.

E. CANCELLATION:

1. The obligations of the Lessee hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida. The Lease Term may be canceled at any time due to non-appropriation of funds to Lessee or nonperformance by the Lessor. A thirty (30) day cancellation notice will be required of the Lessee in writing.
2. Upon cancellation of a lease agreement by the Lessee the Leased Item(s) will be picked up by the Lessor or their authorized service dealer/representative at the Lessor's expense.


F. MISCELLANEOUS: The provisions, terms, or conditions of this Lease shall not be construed as a consent of the State of Florida to be sued because of said leasehold.

This agreement may be unilaterally cancelled at any time by Lessee for refusal by Lessor to allow public access to all documents, papers, letters or other materials, associated with this agreement, subject to the provisions of Chapter 119, Florida Statutes, and made or received by Lessor in conjunction herewith.

x 

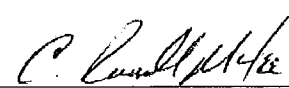
Gary R. Barth, VP and GM
Canon U.S.A.

11/26/07
Date



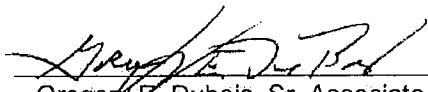
Todd Foote, VP of Contracting
Konica-Minolta

12/11/07
Date



C. Russell McKee - VP
Ricoh Americas Corporation

12/13/07
Date



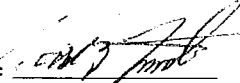
Gregory E. Dubois, Sr. Associate Controller
Purchasing and Disbursement Services
University of Florida

12/14/07
Date

**University of Florida
Memorandum of Understanding (MOU)**

Purpose: The intent of this document is to clearly outline the mutual understanding between the University of Florida ("University") and Konica Minolta ("Vendor") surrounding our enhanced preferred relationship.

IV. Management & Reporting	Vendor Accept	University Accept
A. Account Management: Vendor will designate a dedicated account team to assist in all activities associated with the service and maintenance of the account as outlined in Vendor response. Vendor will notify University Purchasing Department of any changes to the account team.	✓	
B. Quarterly Business Review Meetings: To maintain partnership, Vendor will meet at least on a semi-annual basis with University account management to discuss vendor performance and review reporting. Vendor shall present recommendations to further reduce product costs related to University purchases as they become apparent.	✓	
C. Ordering Website: Vendor will maintain a customized website through which University personnel can review product information, configure equipment, and review contract pricing. Energy Star compliant products will be prominent in the site. UF Purchasing Cards and Purchase Orders will be accepted in the site.	✓	
D. Reporting: Vendor will provide University with detailed reporting (electronic) as outlined in the ITN as requested. Requirements will be discussed during contract implementation.	✓	
E. List Price: List prices will be available to University in Electronic format upon request. Each price sheet will identify source and date.	✓	
F. Remediation: Vendor will produce audit tool as mutually agreed upon by the parties in writing to be utilized by UF personnel. In the event pricing or discount levels reflected on invoices do not match the pricing levels as stated in the agreement, University and Vendor will work together to calculate and issue an appropriate credit. Compliance will begin being monitored and recorded 2 weeks from signature date.	✓	

Signed by:  Date: 11-1-07
Vendor

Signed by: _____ Date: _____
University

**University of Florida ITN #ITN07DD-162YC
Attachment C - Recurring Maintenance
Konica Minolta**

Category	Item Number	Item Description	B&W Click	Color Click
B&W	56YE	bizhub PRO 1050 V.2 - comes standard with PS Kit and Engine Memory	\$0.0036	
B&W	56ZE	bizhub PRO 1050P (Printer ONLY version) V.2 - comes standard with PS Kit and Engine Memory	\$0.0036	
B&W	564e	bizhub PRO 1050e - comes standard with PS Kit and Engine Memory	\$0.0036	
B&W	57GE	bizhub PRO 950 - comes standard with EDH,40GB HD,256 MB memory,Tray 1(500 sheets), Tray 2 (500 sheets), Tray 3 (1,000 sheets), Bypass (150 sheets)	\$0.0040	
B&W	57be	bizhub 601 Printer/Copier/Scanner - Includes Drum, Developer, RADF, 1,024 MB Memory, Tray 1(1,500 sheets), Tray 2 (1,000 sheets), Tray 3 (500 sheets), Tray 4 (500 sheets), Bypass (100 sheets). Total standard paper capacity: 3600 sheets (7,600 max).	\$0.0056	
B&W	57AE	bizhub 751 Printer/Copier/Scanner - Includes Drum, Developer, RADF, 1,024 MB Memory, Tray 1 (1,500 sheets), Tray 2 (1,000 sheets), Tray 3 (500 sheets), Tray 4 (500 sheets), Bypass (100 sheets). Total standard paper capacity: 3600 sheets (7,600 max).	\$0.0056	
B&W	A0R7011	bizhub 361- Includes Drum, Developer, DF-613, Duplex Unit, 1024 MB Memory (max), Tray 1(500 sheets), Tray 2 (500 sheets), Intelligent Bypass (150 sheets), Total Standard Paper Capacity:1,150 sheets (5,650 max).	\$0.0065	
B&W	A0R6011	bizhub 421- Includes Drum, Developer, DF-613, Duplex Unit, 1024 MB Memory (max), Tray 1(500 sheets), Tray 2 (500 sheets), Intelligent Bypass (150 sheets), Total Standard Paper Capacity:1,150 sheets (5,650 max).	\$0.0065	
B&W	A0R5011	bizhub 501 - Includes Drum, Developer, DF-613, Duplex Unit, 1024 MB Memory (max), Tray 1(500 sheets), Tray 2 (500 sheets), Intelligent Bypass (150 sheets), Total Standard Paper Capacity:1,150 sheets (5,650 max).	\$0.0065	
B&W	4041311	bizhub 282 Printer/Copier/Scanner (includes 192MB RAM, PS/PCL controller, Network Scanning, Auto Duplex Unit, Developer)	\$0.0075	
B&W	4040311	bizhub 362 Printer/Copier/Scanner (includes 192MB RAM, PS/PCL controller, Network Scanning, Auto Duplex Unit, Drum Unit and Developer)	\$0.0075	
B&W	4042311	bizhub 222 Printer/Copier/Scanner (includes 192MB RAM, PS/PCL controller, Network Scanning, Auto duplex unit, drum unit and Developer)	\$0.0078	
B&W	A08E011	bizhub 181 Printer/Copier/Scanner/Fax (includes Mechanical Counter)	\$0.0101	
B&W	4980561	bizhub 160 Printer/Copier (includes GDI controller)	\$0.0143	
B&W	4980501	bizhub 161f Printer/Copier/Scanner (includes auto doc feeder)	\$0.0143	
B&W/Color		bizhub PRO C652 Printer/Copier/Scanner	\$0.0064	\$0.0444
B&W/Color	A0U0011	bizhub PRO C6501 Printer/Copier/Scanner	\$0.0082	\$0.0333
B&W/Color	A0U1011	bizhub C5501 Copier/Printer/Scanner (includes PS&PCL Controller, 1024 MB Standard Memory, Duplex Unit, 60 GB HD, Standard USB 2.0 (supports local printing) and CMYK Imaging Units)	\$0.0107	\$0.0535
B&W/Color	A00J010	bizhub C552 Copier/Printer/Scanner (includes PS&PCL Controller, 1024 MB Standard Memory, Duplex Unit, 60 GB HD, Standard USB 2.0 (supports local printing) and CMYK Imaging Units)	\$0.0071	\$0.0450
B&W/Color	A00k010	bizhub C451 Printer/Copier/Scanner - Includes PS & PCL Controller, 1,024 MB Standard Memory, Duplex Unit, 60 GB HD, Standard USB 2.0 (supports local printing) and CMYK Imaging Units	\$0.0072	\$0.0450
B&W/Color	a02e010	Bizhub C353 Copier/Printer/Scanner(includes Scanner,PS&PCL Controller, 512 MB Standard Memory,40 GB HDD, Duplex Unit, MK-704 Fax Connection Kit and IU (CMYK))	\$0.0088	\$0.0600
B&W/Color	a02e011	bizhub C253 Color Printer/Copier/ Scanner (includes PS & PCL Controller, 512 MB Standard Memory, Duplex Unit, Intelligent Bypass, 40GB HDD and IU (CYMK))	\$0.0096	\$0.0640
B&W/Color	a02e012	bizhub C203 Color Printer/Copier/ Scanner (includes PS & PCL Controller, 512 MB Standard Memory, Duplex Unit, Intelligent Bypass, 40GB HDD and IU (CYMK))	\$0.0123	\$0.0727
B&W/Color	A02F010	bizhub C200 Color Printer/Copier/Scanner - includes PS & PCL Controller, 576 MB Standard Memory (File Memory: 64MB and Working Memory: 512MB) and CMYK Imaging Units.	\$0.0141	\$0.0831

Note: Rates include parts, labor, and toner

Category	Item Number	Item Description	UF Price	Monthly Lease Payment 36 Months	Monthly Lease Payment 60 Months	
B&W	1382711	DF-501 (auto doc feeder)	\$ 140.71	\$ 4.24	\$ 2.95	
	1383719	OC-503 (original cover)	\$ 25.69	\$ 0.77	\$ 0.54	
	4516711	PF-501 (500 sheet paper feed unit)	\$ 61.18	\$ 1.85	\$ 1.28	
	4599273	MC-502 (mechanical counter)	\$ 13.46	\$ 0.41	\$ 0.28	
	1383801	EM-101 (Expanded Copier Memory Unit - 32MB)	\$ 55.06	\$ 1.66	\$ 1.15	
	7640001443	64 MB Memory for IC-205	\$ 19.39	\$ 0.58	\$ 0.41	
	7640001445	128MB Memory for IC-205	\$ 36.23	\$ 1.09	\$ 0.76	
	1383711	NC-501 (Network Interface Card)	\$ 179.86	\$ 5.42	\$ 3.77	
	1383701	SU-502 (Scanner Unit)	\$ 67.29	\$ 2.03	\$ 1.41	
B&W	1382711	DF-501 (auto doc feeder)	\$ 140.71	\$ 4.24	\$ 2.95	
	1383719	OC-503 (original cover)	\$ 25.69	\$ 0.77	\$ 0.54	
	4516711	PF-501 (500 sheet paper feed unit)	\$ 61.18	\$ 1.85	\$ 1.28	
	4599273	MC-502 (mechanical counter)	\$ 13.46	\$ 0.41	\$ 0.28	
	1383801	EM-101 (Expanded Copier Memory Unit - 32MB)	\$ 55.06	\$ 1.66	\$ 1.15	
	7640001443	64 MB Memory for IC-205	\$ 19.39	\$ 0.58	\$ 0.41	
	7640001445	128MB Memory for IC-205	\$ 36.23	\$ 1.09	\$ 0.76	
	1383711	NC-501 (Network Interface Card)	\$ 179.86	\$ 5.42	\$ 3.77	
	1383701	SU-502 (Scanner Unit)	\$ 67.29	\$ 2.03	\$ 1.41	
B&W	DOCUMENT HANDLING OPTIONS:					
	4688621	DF-502 (Automatic Document Feeder) 50 sheet capacity	\$ 201.88	\$ 6.09	\$ 4.23	
	4344712	DF-605 (Reversing Automatic Document Feeder) 80 sheet capacity	\$ 611.76	\$ 18.44	\$ 12.82	
	4048621	MK-501 (Mount kit - ADF kit for DF-605)	\$ 18.35	\$ 0.55	\$ 0.38	
	4532621	AD-504 (Automatic Duplex Unit)	\$ 85.65	\$ 2.58	\$ 1.79	
	4625187	OC-504 (Original Cover)	\$ 40.38	\$ 1.22	\$ 0.85	
	4687621	MB-501 (Multi Bypass Tray)	\$ 61.18	\$ 1.84	\$ 1.28	
	COPIER STAND OPTIONS:					
	7640001282	DK-701 (Desk - 3 drawer height)	\$ 95.33	\$ 2.87	\$ 2.00	
	9J00730	DK-702 (Desk - 2 drawer height)	\$ 128.47	\$ 3.87	\$ 2.69	
	7640001284	DK-703 (Desk - Base Feet)	\$ 68.33	\$ 2.06	\$ 1.43	
	PAPER SUPPLY OPTION:					
	4688621	PF-502 (Paper Feed Unit - 275 sheets)	\$ 97.88	\$ 2.95	\$ 2.05	
	OUTPUT OPTIONS:					
	4689621	JS-503 (Job Separator Tray)	\$ 61.18	\$ 1.84	\$ 1.28	
	4690621	SF-501 (Shift Tray)	\$ 30.59	\$ 0.92	\$ 0.64	
	MSC. OPTIONS:					
	A0CJMY1	EM-103 128 MB Memory Upgrade (for copy, print, scan and fax functions)	\$ 220.24	\$ 6.64	\$ 4.61	
	4623472	Key Counter Attachment Kit (Hacon) (Legacy Konica)	\$ 30.59	\$ 0.92	\$ 0.64	
	4623471	Key Counter Mount Kit 2 (legacy Minolta key counter)	\$ 9.00	\$ 0.27	\$ 0.19	
	PRINT OPTIONS:					
	A0CJOY1	IC-206 Embedded PCL Image controller (includes NC-503 Network Interface Card)	\$ 256.94	\$ 7.75	\$ 5.38	
	A0CJOY2	NC-503 Network Interface Card	\$ 183.53	\$ 5.53	\$ 3.84	
	FAX OPTIONS:					
	A0CJO13	FK-506 Fax Kit	\$ 287.53	\$ 8.67	\$ 6.02	
	B&W					
	B&W					
B&W	4599226	OC-510 Original Cover	\$ 30.59	\$ 0.92	\$ 0.64	
	A124WY1	DF-620 Reversing Automatic Document Feeder	\$ 611.59	\$ 18.44	\$ 12.81	
	A0RCWZ4	PC-108 500 Sheet Paper Feed Cabinet with Storage	\$ 342.59	\$ 10.33	\$ 7.18	
	A0RC0Y1	PC-206 Paper Feed Cabinet (500x 2)	\$ 489.41	\$ 14.76	\$ 10.26	
	A0RC011	PC-407 Large Capacity Cabinet	\$ 489.41	\$ 14.76	\$ 10.26	
	A0RC0Y3	DK-506 Copy Desk	\$ 97.88	\$ 2.95	\$ 2.05	
	4347711	JS-502 Job Separator Tray	\$ 61.18	\$ 1.85	\$ 1.28	
	A0HNW22	FS-530 Base Finisher	\$ 648.47	\$ 19.56	\$ 13.59	
	4625246	OT-602 Additional Output Tray for FS-519/FS-522/FS-530	\$ 18.35	\$ 0.55	\$ 0.38	
	4510761	MT-502 Mailbin Kit for FS-519/FS-522/FS-530	\$ 428.24	\$ 12.92	\$ 8.98	
	4512812	PU-501 Punch Unit (For FS-508/FS-510/FS-522/FS-530)	\$ 550.59	\$ 16.61	\$ 11.54	
	A0PGWZ1	SD-507 Saddle Kit for FS-522/FS-530	\$ 168.44	\$ 5.08	\$ 3.53	
	4599461	HD-504 Hard Disk (40GB HDD)	\$ 55.06	\$ 1.66	\$ 1.15	
	4551641	EM-303 Expanded Memory Unit 32MB	\$ 110.12	\$ 3.32	\$ 2.31	
	4551651	EM-304 Expanded Memory Unit 64MB	\$ 220.24	\$ 6.64	\$ 4.62	
	4551661	EM-305 Expanded Memory Unit 128MB	\$ 61.18	\$ 1.85	\$ 1.28	
	4599481	EK-502 Local Interface Kit (enables printing through Parallel connection - IEEE1284)	\$ 428.24	\$ 12.92	\$ 8.98	
	4551613	FK-503 Fax Kit	\$ 489.41	\$ 14.76	\$ 10.26	
	4551621	ML-502 Fax Multi Line	\$ 14.68	\$ 0.44	\$ 0.31	
	4614506	SP-501 Stamp Unit	\$ 14.68	\$ 0.44	\$ 0.31	
	4623471	Key Counter Mount Kit 2 (legacy Minolta key counter)	\$ 54.00	\$ 1.63	\$ 1.13	
	4623472	Key Counter Attachment Kit (Hacon) (Legacy Konica)	\$ 54.00	\$ 1.63	\$ 1.13	
	4623481	Key Counter Attachment Kit (Legacy Minolta)	\$ 54.00	\$ 1.63	\$ 1.13	
	B&W					
	B&W	A0RC011	PC-407 Large Capacity Cabinet	\$ 489.41	\$ 14.76	\$ 10.26
		A0RC0Y1	PC-206 Paper Feed Cabinet (500x 2)	\$ 489.41	\$ 14.76	\$ 10.26
		A0RC0Y3	DK-506 Copy Desk	\$ 97.88	\$ 2.95	\$ 2.05
		A0R90Y1	LU-203 Large Capacity Tray (2,000 sheets)	\$ 538.35	\$ 16.24	\$ 11.28
		A0HNOY1	FS-522 Base Finisher (Stapling Standard)	\$ 648.47	\$ 19.56	\$ 13.59
		A0PHOY2	FS-523 Staple Finisher - (2/3 Hole-Punch and Stapling standard)	\$ 1,101.18	\$ 33.21	\$ 23.08
		A0RDOY1	RU-507 Relay Unit for FS-523	\$ 122.35	\$ 3.69	\$ 2.56
		4347711	JS-502 Job Separator Tray	\$ 61.18	\$ 1.85	\$ 1.28
A0RAOY1		OT-504 Output Tray	\$ 61.18	\$ 1.85	\$ 1.28	
4625246		OT-602 Additional Output Tray for FS-519/FS-522	\$ 18.35	\$ 0.55	\$ 0.38	
A0PGWZ1		SD-507 Saddle Kit for FS-522	\$ 550.59	\$ 16.61	\$ 11.54	
4510761		MT-502 Mailbin Kit for FS-519/FS-522	\$ 428.24	\$ 12.92	\$ 8.98	
4512812		PU-501 Punch Unit 9 (For FS-508/FS-510/FS-522)	\$ 214.12	\$ 6.46	\$ 4.49	
A0P6WY1		HD-509 80GB Hard Disk Drive	\$ 379.29	\$ 11.44	\$ 7.95	

University of Florida ITN #ITN07DD-162YC
Attachment D - Lease Factors
Konica Minolta

Category	Item Number	Item Description	UF Price	Monthly Lease Payment	
				36 Months	60 Months
	A0P80Y1	IC-207 Imaging Controller	\$ 415.62	\$ 12.54	\$ 8.71
	15LB	FK-502 Super G3 Fax Board	\$ 471.06	\$ 14.21	\$ 9.87
	16LA	MK-708 Mount Kit for FK-502/FS-522	\$ 61.18	\$ 1.85	\$ 1.28
	4614511	Spare TX Marker Stamp 2	\$ 8.56	\$ 0.26	\$ 0.18
	4599211	Key Counter Kit 4	\$ 73.78	\$ 2.23	\$ 1.55
	4623471	Key Counter Mount Kit 2 (legacy Minolta key counter)	\$ 7.34	\$ 0.22	\$ 0.15
	4614506	SP-501 Stamp Unit	\$ 14.68	\$ 0.44	\$ 0.31
	A0PAWY1	SC-505 HDD Encryption Kit	\$ 185.00	\$ 5.58	\$ 3.88
	16PA	ML-503 Fax Dual Line Kit	\$ 87.40	\$ 2.64	\$ 1.83
	A0P4WY1	EK-703 USB Interface Kit	\$ 102.50	\$ 3.09	\$ 2.15
	A09MWY0	AU-101 Biometric Authentication Unit	\$ 382.50	\$ 11.53	\$ 8.01
	A07EWW0	WT-502 Working Table	\$ 37.00	\$ 1.12	\$ 0.78

Category	Item Number	Item Description	UF Price	Monthly Lease Payment 36 Months	Monthly Lease Payment 60 Months
B&W					
B&W					
	A0PR0Y2	LU-405 Large Capacity Tray (4,000 sheet Letter Portrait)	\$ 734.12	\$ 22.14	\$ 15.39
	A0PT0Y2	LU-406 Large Capacity Tray (4,000 sheet up to 12"x18")	\$ 1,174.59	\$ 35.43	\$ 24.62
	A0R30Y1	FS-610 Advanced Folding Finisher (staple, saddle-fold, tri-fold)	\$ 1,835.29	\$ 55.35	\$ 38.47
	A0R10Y1	FS-524 Multi-Stapling Finisher - (up to 50 sheets)	\$ 1,101.18	\$ 33.21	\$ 23.08
	A0R20Y1	FS-525 Multi-Stapling Finisher (up to 100 sheetse)	\$ 2,086.93	\$ 62.94	\$ 43.74
	a0puwy1	OT-505 Output Tray	\$ 75.00	\$ 2.26	\$ 1.57
	A0PX0Y1	SF-602 Shift Tray	\$ 367.06	\$ 11.07	\$ 7.69
	A0PV0Y1	PI-504 Post Cover Inserter	\$ 434.35	\$ 13.10	\$ 9.10
	15KB	PK-505 Punch Kit (2/3 hole)	\$ 287.53	\$ 8.67	\$ 6.03
	A0R00Y1	ZU-605 Z-Fold/Punch Unit (2/3 Hole)	\$ 2,385.88	\$ 71.96	\$ 50.01
	A0PWWWY1	WT-504 Work Table	\$ 50.00	\$ 1.51	\$ 1.05
	A09MWWY0	AU-101 Biometric Authentication Unit	\$ 480.00	\$ 14.47	\$ 10.06
	A0P7WY1	HD-510 60GB HDD Kit	\$ 342.59	\$ 10.33	\$ 7.18
	A0PCWY1	SC-506 HDD Encryption Kit	\$ 245.00	\$ 7.39	\$ 5.13
	A0P90Y1	IC-208 Image Controller	\$ 696.67	\$ 21.01	\$ 14.60
	A0P4WY1	EK-703 USB Interface Kit	\$ 116.24	\$ 3.51	\$ 2.44
	15LB	FK-502 Super G3 Fax Board	\$ 471.06	\$ 14.21	\$ 9.87
	A0P50Y1	MK-716 Mount Kit	\$ 121.18	\$ 3.65	\$ 2.54
B&W					
	A0Y6WY1	LU-407 Large Capacity Tray (4,500 sheets, Letter Portrait)	\$ 856.47	\$ 25.83	\$ 17.95
	A0Y7WY1	LU-408 Large Capacity Tray (4,000 sheets up to 12x18)	\$ 1,101.18	\$ 33.21	\$ 23.08
	A10UWY1	FS-528 100 Sheet Stapler Finisher	\$ 2,147.06	\$ 64.76	\$ 45.00
	A10VWY1	FS-611 Saddle Finisher	\$ 1,835.29	\$ 55.35	\$ 38.47
	15US	PK-505 2/3 Hole Punch Kit	\$ 287.53	\$ 8.67	\$ 6.03
	A111WY2	ZU-607 Z-Folding Unit	\$ 2,385.88	\$ 71.96	\$ 50.01
	A10YWY1	PI-506 Post Process Inserter	\$ 434.35	\$ 13.10	\$ 9.10
	A110WY1	TU-502 Trimmer Unit	\$ 3,548.24	\$ 107.01	\$ 74.37
	A10WWWY1	MK-721 Mount Kit	\$ 734.12	\$ 22.14	\$ 15.39
	A10R011	PS-504 Adobe Post Script Upgrade - includes Adobe PS3 and PDF Direct Print	\$ 734.12	\$ 22.14	\$ 15.39
B&W					
B&W					
	15BA	Paper Feed Unit (3 x 2,000 sheet) (PF-701)	\$ 2,422.59	\$ 73.07	\$ 50.78
	15AA	Simple Finisher (FS-503)	\$ 2,826.35	\$ 85.24	\$ 59.24
	15AN	Booklet/Trimmer (SD-501)	\$ 11,256.47	\$ 339.50	\$ 235.94
	15AH	Multi Fold Unit (FD-501) (Punch, Fold, Post Sheet Inserter)	\$ 6,056.47	\$ 182.66	\$ 126.94
	15AV	Large Capacity Stacker (LS-501)	\$ 8,075.29	\$ 243.55	\$ 169.26
	15AW	Large Capacity Stacker (LS-502)	\$ 8,075.29	\$ 243.55	\$ 169.26
	15AZ	Additional LS Cart Option (LC-501)	\$ 489.41	\$ 14.76	\$ 10.26
	56UAPA0000	Hard Disk Drive Kit DNU to 56UAPA0001	\$ 1,375.25	\$ 41.48	\$ 28.83
	56UAPA0100	Additional Case for HDD Kit DNU to 56UAPA0101	\$ 68.82	\$ 2.08	\$ 1.44
	56ua-9980	Post card (4" x 6") size feed support kit	\$ 511.76	\$ 15.43	\$ 10.73
	15bar9010	Small custom size universal feed support kit	\$ 1,444.71	\$ 43.57	\$ 30.28
B&W					
	15BY	PF-701 Paper Feed Unit	\$ 2,422.36	\$ 73.06	\$ 50.77
	a075010	PB-501 Perfect Binder	\$ 14,070.59	\$ 424.37	\$ 294.92
	a08r0y0	PP-701 Pre-Printed Paper Feed Enhance Kit - (For PF701 (15BY))	\$ 550.59	\$ 16.61	\$ 11.54
	15AE	FS-503 100-Sheet Stapling Finisher	\$ 2,825.88	\$ 85.23	\$ 59.23
	15AQ	SD-501 Saddle Stitch Finisher	\$ 11,256.47	\$ 339.50	\$ 235.94
	15BN	FD-501 Multi-Folding Unit	\$ 6,056.47	\$ 182.66	\$ 126.94
	15AV	Large Capacity Stacker (LS-501)	\$ 8,075.29	\$ 243.55	\$ 169.26
	15AW	Large Capacity Stacker (LS-502)	\$ 8,075.29	\$ 243.55	\$ 169.26
	15AZ	Additional LS Cart Option (LC-501)	\$ 489.41	\$ 14.76	\$ 10.26
	56UAPA0000	Hard Disk Drive Kit DNU to 56UAPA0001	\$ 1,375.25	\$ 41.48	\$ 28.83
	56UAPA0100	Additional Case for HDD Kit DNU to 56UAPA0101	\$ 68.82	\$ 2.08	\$ 1.44
	56ua-9980	Post card (4" x 6") size feed support kit	\$ 511.76	\$ 15.43	\$ 10.73
	15bar9010	Small custom size universal feed support kit	\$ 1,444.71	\$ 43.57	\$ 30.28
B&W/Color					
	A0ER0Y0	OC-508 Original Cover	\$ 34.26	\$ 1.03	\$ 0.72
	A0EY0Y0	DF-612 Reversing Automatic Document Feeder	\$ 575.06	\$ 17.34	\$ 12.05
	A0EN0Y0	AD-505 Automatic Duplex Unit	\$ 91.76	\$ 2.77	\$ 1.92
	4067622	PC-105 500 Sheet Universal Cassette (required to install other additional paper cassettes)	\$ 183.53	\$ 5.53	\$ 3.84
	A0930Y0	PC-104 500 x 1 Paper Feed Cabinet	\$ 342.59	\$ 10.33	\$ 7.18
	A0930Y1	PC-204 500 x 2 Paper Feed Cabinet	\$ 489.41	\$ 14.76	\$ 10.25
	A093010	PC-405 Large Capacity Cassette (2,500 sheets)	\$ 489.41	\$ 14.76	\$ 10.25
	A0930Y3	DK-504 Copy Desk	\$ 97.88	\$ 2.95	\$ 2.05
	A0EP0Y0	MB-502 Multi Bypass Tray	\$ 61.18	\$ 1.84	\$ 1.28
	A0830Y0	JS-505 Job Separator Tray	\$ 183.53	\$ 5.53	\$ 3.84
	A0F0010	FK-507 Fax Kit	\$ 428.24	\$ 12.91	\$ 8.97
	A0F10Y0	ML-504 Multi-Line Kit	\$ 489.41	\$ 14.76	\$ 10.25
	A0F20Y0	SP-503 Stamp Unit	\$ 14.68	\$ 0.44	\$ 0.31
	A0F30Y0	MS-501 Spare TX Marker Stamp 2	\$ 8.56	\$ 0.26	\$ 0.18
	A0F40Y0	EM-310 Expanded Memory Unit	\$ 91.76	\$ 2.77	\$ 1.92
	A09MWWY0	AU-101 Biometric Authentication Unit	\$ 374.12	\$ 11.28	\$ 7.84
	A0DPWWW0	EK-603 USB Host Kit - Local Interface Kit	\$ 73.41	\$ 2.21	\$ 1.54
B&W/Color					

Category	Item Number	Item Description	UF Price	Monthly Lease Payment 36 Months	Monthly Lease Payment 60 Months
B&W/Color					
B&W/Color					
		DOCUMENT HANDLING OPTIONS:			
	A0D8WY0	OC-507 Original Cover	\$ 34.26	\$ 1.03	\$ 0.72
	A01H0W0	DF-611 Reversing Automatic Document Feeder	\$ 703.53	\$ 21.21	\$ 14.74
		PAPER SUPPLY OPTIONS:			
	A093010	PC-405 Large Capacity Cassette (2,500 sheets)	\$ 489.41	\$ 14.76	\$ 10.25
	A0930Y1	PC-204 500 x 2 Paper Feed Cabinet	\$ 489.41	\$ 14.76	\$ 10.25
	A0930Y0	PC-104 500 x 1 Paper Feed Cabinet	\$ 342.59	\$ 10.33	\$ 7.18
	A0930Y3	DK-504 Copy Desk	\$ 97.88	\$ 2.95	\$ 2.05
		OUTPUT OPTIONS:			
	A0830Y0	JS-505 Job Separator Tray	\$ 183.53	\$ 5.53	\$ 3.84
	A01G0Y1	FS-519 Base Finisher for C353/C253/C203	\$ 740.24	\$ 22.32	\$ 15.61
	4510761	MT-502 Mailbin Kit for FS-519	\$ 428.24	\$ 12.91	\$ 8.97
	4625246	OT-602 Additional Output Tray for FS-519	\$ 18.35	\$ 0.55	\$ 0.38
	A0DH4Y1	PK-515 2/3-Hole Punch Kit for FS-519	\$ 214.12	\$ 6.46	\$ 4.49
	4511761	SD-505 Saddle Finisher Kit for FS-519	\$ 575.06	\$ 17.34	\$ 12.05
		FAX OPTIONS:			
	15LB	FK-502 Super G3 Fax Board	\$ 471.06	\$ 14.20	\$ 9.87
	A0DCWY0	MK-711 Option Mount Kit (Box Type)	\$ 61.18	\$ 1.84	\$ 1.28
	4599414	ML-501 Fax Multi-Line	\$ 159.06	\$ 4.80	\$ 3.33
	4614506	SP-501 Stamp Unit	\$ 14.68	\$ 0.44	\$ 0.31
	4614511	Spare TX Marker Stamp 2	\$ 8.56	\$ 0.26	\$ 0.18
		MISC. OPTIONS:			
	A09MWY0	AU-101 Biometric Authentication Unit	\$ 367.06	\$ 11.07	\$ 7.69
	A0DPWW0	EK-603 USB Host Kit - Local Interface Kit	\$ 73.41	\$ 2.21	\$ 1.54
	A0D9WY0	MK-713 Banner Paper Guide	\$ 305.88	\$ 9.22	\$ 6.41
	4599386	SA-501 Scan Accelerator Kit	\$ 208.00	\$ 6.27	\$ 4.36
	4599441	SC-503 HDD Encryption Kit	\$ 159.06	\$ 4.80	\$ 3.33
	A07EWW0	WT-502 Working Table	\$ 36.71	\$ 1.11	\$ 0.77
	4623481	Key Counter Attachment Kit (Legacy Minolta)	\$ 48.94	\$ 1.48	\$ 1.03
	4623472	Key Counter Attachment Kit (Hecon) (Legacy Konica)	\$ 30.59	\$ 0.92	\$ 0.64
B&W/Color					
	a01h0w0	DF-611 Automatic Document Feeder	\$ 703.53	\$ 21.22	\$ 14.75
	a03n0y1	LU-301 Large Capacity Unit (3,000 letter sheets)	\$ 672.94	\$ 20.30	\$ 14.10
	4511761	SD-505 Saddle Finisher Kit for FS-519	\$ 575.06	\$ 17.34	\$ 12.05
	4510761	MT-502 Mailbin Kit for FS-519	\$ 428.24	\$ 12.92	\$ 8.98
	4625246	OT-602 Additional Output Tray for FS-519	\$ 18.35	\$ 0.55	\$ 0.38
	a092ww0	OT-503 Output Tray Unit (Exit Tray)	\$ 36.71	\$ 1.11	\$ 0.77
	15lb	FK-502 Super G3 Fax Board	\$ 471.06	\$ 14.21	\$ 9.87
	4599414	ML-501 Fax Multi-Line	\$ 159.06	\$ 4.80	\$ 3.33
	4614511	Spare TX Marker Stamp 2	\$ 8.56	\$ 0.26	\$ 0.18
	4599441	SC-503 (HDD Encryption Kit)	\$ 159.06	\$ 4.80	\$ 3.33
	A090WW0	EK-602 USB Host Board (Local Interface Kit)	\$ 73.41	\$ 2.21	\$ 1.54
	A09MWY0	AU-101 Biometric Authentication Unit	\$ 367.06	\$ 11.07	\$ 7.69
	4623472	Key Counter Attachment Kit (Hecon) (Legacy Konica)	\$ 30.59	\$ 0.92	\$ 0.64
B&W/Color					
B&W/Color					
	A0TJWY2	LU-204 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$ 672.94	\$ 20.29	\$ 14.10
	A092WW0	OT-503 Output Tray Unit (Exit Tray)	\$ 36.71	\$ 1.11	\$ 0.77
	A11PWY1	FS-526 Finisher (100 sheet)	\$ 1,896.47	\$ 57.18	\$ 39.73
	A11RWY1	SD-508 Saddle Kit	\$ 750.00	\$ 22.61	\$ 15.71
	A11TW11	PK-516 Punch Kit (2/3 Holes)	\$ 342.59	\$ 10.33	\$ 7.18
	A127WY1	IC-412 Image Controller (EFI Fiery Controller)	\$ 2,865.29	\$ 86.39	\$ 60.03
	A0VEWY1	VI-505 Video Interface Kit for IC-412	\$ 154.16	\$ 4.65	\$ 3.23
	7640004311	EFI Secure Erase	\$ 484.70	\$ 14.61	\$ 10.15
	7640004312	EFI Hot Folders	\$ 484.70	\$ 14.61	\$ 10.15
	7640004313	EFI AutoTrap	\$ 484.70	\$ 14.61	\$ 10.15
	7640002323	EFI Impose V2.6 for IC-303 / IC-409	\$ 1,515.29	\$ 45.69	\$ 31.75
	7640002333	EFI Color Profiler Suite V2.0 with ES-1000 (for IC-303, IC-305, IC-408, MP v7.5)	\$ 1,211.76	\$ 36.53	\$ 25.39
	7640000186	ED-100 Fiery Densitometer	\$ 484.71	\$ 14.61	\$ 10.15
	15LB	FK-502 Super G3 Fax Board	\$ 471.06	\$ 14.20	\$ 9.87
	A0YAWY1	MK-720 Mount Kit	included	included	included
	4614506	SP-501 Stamp Unit	\$ 14.68	\$ 0.44	\$ 0.31
	4614511	Spare TX Marker Stamp 2	\$ 8.56	\$ 0.26	\$ 0.18
	A0V4WY1	WT-506 Working Table	\$ 36.71	\$ 1.11	\$ 0.77
	4623472	Key Counter Attachment Kit (Hecon) (Legacy Konica)	\$ 30.59	\$ 0.92	\$ 0.64
B&W/Color					
B&W/Color					
		DOCUMENT HANDLING OPTIONS: (MUST SELECT ONE)			
	A0420Y0	OC-506 Original Cover	\$ 73.00	\$ 2.20	\$ 1.53
	A052WY1	DF-609 Reversing Automatic Document Feeder	\$ 671.00	\$ 20.23	\$ 14.06
		PAPER SUPPLY OPTIONS:			
	A03WWW0	LU-202 Large Capacity Tray - 2,500 sheet capacity	\$ 1,267.00	\$ 38.20	\$ 26.54
	A0U4WY1	PF-602 Paper Feed Unit	\$ 2,422.35	\$ 73.03	\$ 50.75
	A0410Y0	HT-503 Dehumidifier Heater for LU-202	\$ 525.00	\$ 15.83	\$ 11.00
	A0410Y1	HT-504 Dehumidifier heater for PF-601/PF-602	\$ 888.23	\$ 26.78	\$ 18.61
		OUTPUT OPTIONS:			

University of Florida ITN #ITN07DD-162YC
Attachment D - Lease Factors
Konica Minolta

Category	Item Number	Item Description	UF Price	Monthly Lease	Monthly
				Payment	Lease
				36 Months	Payment
					60 Months
	A04DWW0	FS-607 Booklet Finisher	\$ 1,835.00	\$ 55.33	\$ 38.44
	A0DRWW0	FS-520 Staple Finisher	\$ 1,181.00	\$ 35.61	\$ 24.74
	A0GYWY1	FS-521 100 Sheet Stapling Finisher	\$ 2,825.00	\$ 85.17	\$ 59.18
	A0H0W11	FD-503 Multi-Folding Unit	\$ 6,056.47	\$ 182.60	\$ 126.88
	A0H2WY1	SD-506 Saddle Stitch Finisher	\$ 11,256.47	\$ 339.38	\$ 235.82
	A0V9011	PB-502 Perfect Binder	\$ 14,100.00	\$ 425.12	\$ 295.40
	A0430Y0	OT-502 Output Tray for bizhub PRO C5500/C6500, C5501/C6501	\$ 256.00	\$ 7.72	\$ 5.36
	A04F0Y1	PK-512 2/3 Hole Punch Kit for FS-517, FS-607, FS-608, FS-520	\$ 343.00	\$ 10.34	\$ 7.19
	A04HWY1	PI-502 Post Inserter for FS-607/FS-520	\$ 496.00	\$ 14.95	\$ 10.39
	15HS	LC-501 Additional LS Cart Option	\$ 489.41	\$ 14.76	\$ 10.25
	A04KWY1	RU-504 Relay Unit with power)	\$ 1,407.06	\$ 42.42	\$ 29.48
	HDD OPTIONS:				
	A03Y0Y0	HD-506 4 X 40GB Hard Drives (all included in kit)	\$ 892.94	\$ 26.92	\$ 18.71
	PRINT CONTROLLER OPTIONS :				
	A0M00Y0	IC-305 - EFI PRO80 External Controller	\$ 11,464.23	\$ 345.65	\$ 240.18
	A0360Y0	IC-408 Embedded EFI Fiery Image Controller	\$ 4,555.00	\$ 137.33	\$ 95.43
	A0730Y0	IC-304 (Creo DFE External Controller)	\$ 13,200.00	\$ 397.98	\$ 276.54
		EFI Bundle Options for IC-305 - GA Premium, Compose V2.0, Impose 2.7, Color Profiler Suite V2.2, FACI Kit/Furniture Bundle	\$ 8,097.00	\$ 244.12	\$ 169.63
	7640004611	EFI Compose V2.0 - for IC-303 version 1.1/IC-305	\$ 1,828.00	\$ 55.11	\$ 38.30
	7640004612	EFI Impose V2.7 for IC-305	\$ 1,515.00	\$ 45.68	\$ 31.74
	7640004613	FACI Kit/Furniture Bundle for IC-305 - 19 inch (includes dongle, monitor, keyboard, mouse and stand)	\$ 1,817.65	\$ 54.80	\$ 38.08
	7640004614	FACI Enabler Dongle for IC-305 (no hardware)	\$ 605.00	\$ 18.24	\$ 12.67
	7640002319	Graphic Arts Package (GA1) for IC-303/305	\$ 1,817.65	\$ 54.80	\$ 38.08
	7640002320	Graphic Arts Premium Edition (GA2) for IC-303/305	\$ 4,241.18	\$ 127.87	\$ 88.85
	7640002321	Graphic Arts Premium Upgrade (GA1 to GA2) for IC-303/305	\$ 3,150.00	\$ 94.97	\$ 65.99
	7640002333	EFI Color Profiler Suite V2.0 with ES-1000 (for IC-303, IC-305, IC-408, MP v7.5)	\$ 1,818.00	\$ 54.81	\$ 38.09
	7640002567	EFI Secure Erase for IC-408	\$ 485.00	\$ 14.62	\$ 10.16
	7640002568	EFI Hot Folders and Virtual Printers for IC-408	\$ 485.00	\$ 14.62	\$ 10.16
	7640002569	EFI AutoTrap for IC-408	\$ 485.00	\$ 14.62	\$ 10.16
	7640004314	ES-1000 Spectrophotometer V2.0	\$ 753.00	\$ 22.70	\$ 15.78
	7640002323	EFI Impose V2.6 for IC-303 / IC-409	\$ 1,515.00	\$ 45.68	\$ 31.74
	7640002300	HDD Security Kit (removable HDD Kit) for IC-302/303/305	\$ 727.06	\$ 21.92	\$ 15.23
		D5133NT Power Filter (120 volt, 15 Amps, 3 Outlets, Max Power Surge Suppression, Ground Noise Elimination, Network & FAX/Phone Line Protection. Designed for Digital Technology)			
	7640001106		\$ 103.00	\$ 3.11	\$ 2.16
		D5143NT Power Filter (120 volt, 20 Amps, 3 Outlets, Max Power Surge Suppression, Ground Noise Elimination, Network & FAX/Phone Line Protection. Designed for Digital Technology)			
	7640001107		\$ 109.06	\$ 3.29	\$ 2.29
		D5242NT Power Filter (208 volt, 20 Amps, 1 Outlet, Max Power Surge Suppression, Ground Noise Elimination, Network & FAX/Phone Line Protection. Designed for Digital Technology)			
	7671000281		\$ 133.29	\$ 4.02	\$ 2.79

TAB 3



MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: October 21, 2009

Re: Accepting a South Florida Water Management Grant

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00) FOR THE BEL AIRE SUB-BASIN STORMWATER/POLLUTANT ELIMINATION PROJECT APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Stormwater Pollutant Elimination Project proposes stormwater improvements in the Bel Aire Section 6 Sub-Basin. Bel Aire Section 6 Sub Basin is located south of Cutler Ridge Drive (S.W. 200th street, west of S.W. 101st Avenue and lays on the eastern side of South Florida Water Management District [SFWMD] canal C-1N).

The Project will provide for improved flood protection locally, and improved water quality in the C-1N Canal and the downstream receiving water body, Biscayne Bay, an Outstanding Florida Water and District designated priority water body. This will be accomplished by increasing the efficiency and capacity of the existing drainage system and by implementing standard treatment technologies for stormwater runoff. The project will improve the Town's stormwater capabilities by modifying and reconstructing the existing catch basins as required to provide sediment traps (sumps) and pollution reduction baffles to protect the French drains, prior to each outfall discharging pollutants into the C-1N Canal.

Total cost of the stormwater improvements is \$450,000. This is a cost-share Project with a portion of the funding coming from the South Florida Water Management District



grant in the amount of \$210,000 and the Town's Stormwater Utility Fund allocation of \$240,000.

RECOMMENDATION

It is recommended that the Town Council approve the attached Resolution, thereby accepting the SFWMD grant.



RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT AWARD IN THE AMOUNT OF TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00) FOR THE BEL AIRE SUB-BASIN STORMWATER/POLLUTANT ELIMINATION PROJECT APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town applied for a grant from the South Florida Water Management District for a Stormwater/Pollutant Elimination Project within the Bel Aire Sub-Basin Project (The “PROJECT”); and

WHEREAS, the South Florida Water Management District has awarded the Town a grant in the amount of two hundred ten thousand dollars (\$210,000.00); and

WHEREAS, the total cost of the “Project” is estimated to be four hundred fifty thousand dollars (\$450,000.00); and

WHEREAS, the Town’s grant match of two hundred and forty thousand dollars (\$240,000.00) will be funded by the Stormwater Utility Fund; and

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

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

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

Section 2. Grant Accepted. The Town Council hereby accepts the award of two hundred ten thousand dollars (\$210,000.00) from the South Florida Water Management District for the development of the Town’s Stormwater Management Plan.

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

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

PASSED and ADOPTED this ____ day of _____, 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 Edwards P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____



ORIGINAL

SAP REFERENCE NO. _____

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

AGREEMENT NO. 4600001901

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TOWN OF CUTLER BAY

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

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

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **TOWN** for the Bel Aire Sub-basin 8 Stormwater Project; and

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

WHEREAS, the Governing Board of the **DISTRICT** at its October 15, 2009 meeting, approved entering into this **AGREEMENT** with the **TOWN**;

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

1. The **DISTRICT** agrees to contribute funds and the **TOWN** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for installation of inlets, pipes, French drains, and pollution retardant baffles; installation/replacement of concrete aprons at existing inlet locations; and to re-grade flood areas.

2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of Ten (10) Months.
3. The total **DISTRICT** contribution shall not exceed the amount of \$210,000.00. The **DISTRICT** shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$210,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. In the event the **TOWN** is providing a cost sharing contribution as provided for in paragraph 5 below, the **TOWN** shall provide evidence that its minimum cost share has been met for each invoice submitted. The subject cost share documentation shall be included with each invoice. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **TOWN** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
4. The **TOWN** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **TOWN** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **TOWN** shall cost share in the total amount of \$240,000.00 in conformity with the laws and regulations governing the **TOWN**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **TOWN** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **TOWN** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date of the **AGREEMENT**, unless authorized through execution of an amendment to cover succeeding periods.
7. The **TOWN** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **TOWN** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **TOWN** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **TOWN** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

8. Both the **DISTRICT** and the **TOWN** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **TOWN** under this **AGREEMENT** shall be deemed to be the property of the **TOWN** upon completion of this **AGREEMENT**. The **TOWN** shall retain all ownership to tangible property.
9. The **TOWN**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **TOWN** and the officers, employees, servants and agents thereof. The **TOWN** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **TOWN**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **TOWN** subcontracts any part or all of the work hereunder to any third party, the **TOWN** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **TOWN**. Any contract awarded by the **TOWN** shall include a provision whereby the **TOWN's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **TOWN's** subcontract.
10. The **TOWN** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **TOWN**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **TOWN**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but

will attempt to advise the **TOWN**, upon request, as to any such laws of which it has present knowledge.

14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **TOWN** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **TOWN** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **TOWN** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **TOWN**.
16. The **TOWN** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **TOWN** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **TOWN** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
 - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **TOWN** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT's** contribution includes state or federal appropriated funds, the **TOWN** shall, in addition to the inspection and audit rights set forth in paragraph 16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **TOWN** as set forth in Exhibit "C". The **TOWN** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable

- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

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

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

South Florida Water Management District Town of Cutler Bay

Attn: Lucia Perez, Project Manager
Telephone No. (305) 377-7274 ext 7235

Attn: Rafael G. Casals, Public Works Director
Telephone No. (305) 805-5000

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

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

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

- 19. Invoices, clearly marked “ORIGINAL”, shall be sent to the attention of Accounts Payable at the **DISTRICT**’s address specified below. All invoices shall reference the **AGREEMENT** and SAP Reference Numbers specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT**’s Project Manager either at the address specified in paragraph 18 above or via Facsimile (FAX) using the FAX number also specified above.

South Florida Water Management District
Attention: Accounts Payable
P.O. Box 24682
West Palm Beach, Florida 33416-4682

- 20. **TOWN** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
23. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, Town or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
25. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
26. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
27. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 26
 - (b) Exhibit “A” Statement of Work
 - (c) Exhibit “B” Payment and Deliverable Schedule
 - (d) all other exhibits, attachments and documents specifically incorporated herein by reference

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

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

By: _____

Frank Hayden, Director of Procurement

SFWMD PROCUREMENT APPROVED

By: Roger L. [Signature]

Date: 9/28/07. [Signature]

TOWN OF CUTLER BAY

By: _____

Title: _____

EXHIBIT "A"
STATEMENT OF WORK
TOWN OF CUTLER BAY
BEL AIRE SUB-BASIN 8 STORMWATER PROJECT

1.0 INTRODUCTION

The Town of Cutler Bay (Town) Stormwater/Pollutant Elimination Project (Project) is budgeted and falls under the Coastal Watersheds Program of coastal water body improvement, and helps meet the goals of approved Surface Water Improvement and Management (SWIM) Plan for Biscayne Bay.

The Town of Cutler Bay is located within the southeast portion of Miami-Dade County and is bounded by SW 184th Street to the north, SW 232nd Street to the south, SW 112th Ave, Old Cutler Road and SW 97th Avenue to the west and Biscayne Bay to the east. The Town is located in the eastern portions of the C-1 and C-100 Drainage Basins. The C-1N Canal and the C-1 Canal are the main drainage works in these respective basins.

This project will provide for improved flood protection locally, and improved water quality in the C-1N Canal and the downstream receiving water body, Biscayne Bay, an Outstanding Florida Water and District designated priority water body. This will be accomplished by increasing the efficiency and capacity of the existing drainage system and by implementing standard treatment technologies for stormwater runoff. The project will improve the Town's stormwater capabilities by modifying or reconstructing the existing catch basins as required to provide sediment traps (sumps) and pollution retardant baffles to protect the French drains and weir structure prior to each outfall to restrict the discharge of pollutants to the canal. The improvement also includes the addition of catch basin, French drains, and manholes to provide water quality and quantity treatment.

The South Florida Water Management District's (District) cost-share is being funded through the Water Protection and Sustainability Trust Fund. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement.

2.0 OBJECTIVE

The objective of the Project is to improve the Town's stormwater drainage capabilities by providing an improved positive drainage system for the localized geographic area. The Project will provide for improved flood protection (by increasing capacity) while

providing water quality treatment of storm runoff prior to final discharge (through typical South Florida treatment methods).

3.0 SCOPE OF WORK

The Town's Project consists of the following area:

The Project is located in the Bel Aire Section 6 Sub Basin 8, which is located north of Cutler Ridge Drive and east of SW 101st Avenue and lies on the eastern side of the C-1N Canal.

The Town shall

- Add ditch bottom inlets, pipes, and French drains to improve flood protection and provide water quality treatment at the following intersections:
 - o Bel-Aire Drive and S.W. 199th Street
 - o S.W. 101st Avenue and S.W. 199th Street
 - o S.W. 101st Avenue and S.W. 198th Street
- Add pollution retardant baffles to existing structures to restrict the discharge of pollutants to the canal.
- Add/Replace concrete aprons at existing inlet locations to improve runoff flow.
- Regrade areas where flooding and ponding are observed through variable milling and resurfacing.

The Town shall be responsible for the satisfactory completion of work under this Statement of Work. This Statement of Work will focus on activities that include the following tasks:

- Task 1: Engineering Design
- Task 2: Permitting
- Task 3: Construction
- Task 4: Final Acceptance

The Project will meet the regulatory requirements of all government agencies with permitting jurisdiction.

4.0 WORK BREAKDOWN STRUCTURE

At the end of each task, the Town shall deliver one hard copy and one electronic copy of the task deliverables to the District. The Town is responsible for project management, budget management and quality control, and is responsible for reviewing and approving deliverables to ensure that the projects' objectives are met. The Town shall provide all signage identifying the project at the project location. Such signage shall include references to the District as a source of funding for the project and shall incorporate the District logo.

Task 1: Engineering Design

- Prepare and submit to the District 100% Design Documents.
- Prepare and submit to the District Project Specifications.
- Submit project summary with final engineer's cost estimate and updated timeline.

Deliverables: Submit to District work documents and information described in this task number 1.

Task 2: Permitting

- Provide to the District copies of all permit applications.
- Provide to the District copies of all final applicable permits or permitted plans for project construction.

Deliverables: Submit to District work documents and information described in this task number 2.

Task 3: Construction

- Award Notice To Proceed
- Provide all signage identifying the project at the project location. Such signage shall include references to the District as a source of funding for the project and shall incorporate the District's logo.
- Monitor the construction of the project and submit progress reports and construction invoices.
- Construct improvements as identified in 100% design plans, specifications, and applicable permits.

Deliverables: Submit to District work documents and information described in this task number 3.

Task 4: Final Acceptance

- Provide to the District final engineer's certification of project completion.
- Provide to the District As-Built drawings upon completion of project.

Deliverables: Submit to District work documents and information described in this task number 4.

EXHIBIT "B"
PAYMENT AND DELIVERABLES SCHEDULE
TOWN OF CUTLER BAY
BEL AIRE SUB-BASIN 8 STORMWATER PROJECT

This is a cost-share project with funding coming from the District and the Town of Cutler Bay. Total payment by the District shall not exceed the amount of **\$210,000.00**** for this cooperative agreement. The total project cost is estimated to be \$450,000. Invoices shall be accompanied by adequate documentation to demonstrate the completion of each task in accordance with the Statement of Work requirements and the Town's cost share within the not-to-exceed amounts specified below in accordance with Article 3 of the Agreement. All deliverables submitted hereunder are subject to review and acceptance by the District. Acceptability of all work will be based on the judgment of the District that the work is technically complete and accurate. If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. The Town is responsible for reviewing and approving deliverables to ensure that project objectives are met. The Town is also responsible for project management, budget management, and quality control.

Task	Deliverable	Due Date*	DISTRICT** Not-to-Exceed Payment	Town of Cutler Bay Cost-Share
Task 1: Engineering Design	As per Task 1 Deliverables in Section 4.0	No later than March 31, 2010	\$0	\$15,000
Task 2: Permitting	As per Task 2 Deliverables in Section 4.0	No later than March 31, 2010	\$0	\$15,000
Task 3: Construction	As per Task 3 Deliverables in Section 4.0	No later than August 31, 2010	\$200,000.00	\$200,000
Task 4: Final Acceptance	As per Task 4 Deliverables in Section 4.0	No later than September 1, 2010	\$10,000.00	\$10,000
Not-to-Exceed Total Payment			\$210,000.00**	\$240,000

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

** The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the Town are less than the not-to-exceed for a particular task, the Town shall have the right to apply the unexpended balance towards a subsequent task. The Town shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$210,000.00 as specified above. The Town is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

EXHIBIT C

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

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

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

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

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
			Not Applicable		

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

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
	Department of Environmental Protection		37.066	Water Protection and Sustainability Trust Fund	\$210,000.00	
Total Award					\$210,000.00	

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

TAB 4

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF OFFICE SPACE FOR THE TOWN; APPROVING THE SELECTION OF OFFICE SPACE FROM PINNACLE INVESTMENT PROPERTIES, INC.; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PINNACLE INVESTMENT PROPERTIES, INC. FOR APPROXIMATELY 1,071 SQUARE FEET OF OFFICE SPACE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") has been leasing office space at 10720 Caribbean Boulevard, Cutler Bay, Florida 33189 from Pinnacle Investment Properties, Inc. ("Pinnacle"); and

WHEREAS, the Town Manager has determined that it is impracticable to relocate the Town's offices at this time and that this prevents the issuance of a formal request for proposals or invitation to bid and has recommended that the Town waive formal competitive bidding; and

WHEREAS, Pinnacle has agreed to enter into a two (2) year lease for Suite No. 425 (the "Lease") attached as Exhibit "A"; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for the lease; and

WHEREAS, the Town Manager has made a written recommendation to the Town Council for its approval and the Town Council has determined that it is impracticable and not advantageous to competitively bid this item by way of a formal competitive bid because of the immediate need to procure said item; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into the Lease, provided that the Town Attorney determines that the terms of the Lease are legally sufficient; 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 and Authorization. Pursuant to Section 3(D) of the Town of Cutler Bay Ordinance 06-22 and Section 3.10 of the Town Charter, the Town Council waives competitive bidding requirements for the Town's offices as impracticable, approves the selection of office space from Pinnacle Investment Properties, and authorizes the Town Manager to enter into a two (2) year lease for office space at 10720 Caribbean Boulevard, Suite No. 425, Cutler Bay, Florida 33189 from Pinnacle Investment Properties (the "Lease") attached as Exhibit "A", provided that Town Attorney determines that the terms of the Lease are legally sufficient.

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 _____

LEASE AGREEMENT

1. **PARTIES:** THIS LEASE is made this ___ day of _____, 2009 by and between Pinnacle Investment Properties Inc., (as "Landlord"), and **Town of Cutler Bay, a Florida Municipal Corporation** (as "Tenant").
2. **DEMISED PREMISES:** Subject to the terms and provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, those certain premises ("the Premises") identified as **Suite No. 425** on the **4th** floor of **South Dade Office Tower 2** (the "Building") which Building is located at 10720 Caribbean Boulevard Cutler Bay, FL 33189. The exact location and dimensions of the Premises within the Building are more particularly shown on the floor plans initialed by the parties, attached to this Lease as Exhibit "A", and hereby made a part hereof. The Term "Net Rentable Area" as used herein shall refer to the area included within the Premises plus the Tenant's agreed share of common areas. Such common areas include, but are not limited to, elevator foyers, corridors, restrooms, mechanical rooms and other facilities in the building. Landlord and Tenant agree that the Net Rentable Area of the Premises, based on the above definition, is hereby stipulated for all purposes of the Lease to be approximately 1,071 square feet constituting **(1.46%)** percent of the Total Net Rentable Area in the Building which is approximately 73,412. The foregoing statement of square footage and percentage of Net Rentable Area shall govern for all purposes of this lease, irrespective of the actual measurement.
3. **USE:** The Premises shall be used for a **Municipal Office** and for no other business or purpose whatsoever without the prior written consent of Landlord. Tenant shall exercise reasonable care in the use of the Premises and all other portions of the Building. Tenant's use shall be further subject to the provisions of Paragraph 11, Uses Prohibited, below.
4. **TERM:** The Term of this Lease shall be for a period of **Two (2) years** commencing on **November 1, 2009**, and ending on **October 31, 2011**, inclusive.
5. **BASE RENTAL:** As rental for the lease of the Premises, Tenant shall pay to Landlord for the Term of this Lease a total Base Rental of **Thirty Nine Thousand Three Hundred Twenty Seven Dollars and 12/100 cents (\$39,327.12)**. The initial installment of Base Rent has been computed by multiplying the initial Base Rental Rate of **\$18.00** times the Net Rentable Area and dividing the resulting by twenty four (24). The Base Rental Rate for each lease year (the twelve month period beginning on the Lease commencement date as indicated above in paragraph 4, Term, and ending one day prior to the anniversary of the Lease commencement date, the "Lease Year") shall be as listed in paragraph 6, Base Rental Increase, and due on the first day of each month during the Term of this Lease free from all unreasonable claims, demands or set-offs against Landlord of any kind or character whatsoever. If the Term of this Lease shall begin and/or terminate other than as of the first day of a calendar month, the rent for such portion of said partial calendar month(s) shall be apportioned and paid on the basis of a thirty (30) day month.

In the event any installment of Base Rental or other charges accruing under the Lease shall become more than five (5) Days overdue, a "Late Charge" of \$.10 per each dollar so overdue may be charged by Landlord for the purposes of defraying the expense incident to handling such delinquent payment. If any installment of Base Rental or other charges under this Lease remain overdue for more than fifteen (15) days, an additional Late Charge in an amount equal to 1 1/2% per month (18% per annum) of the unpaid amount may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue. All Late Charges shall be due immediately upon demand by Landlord without set-offs or defense. Rent shall be paid in lawful money of the United States of America at the office of Landlord at: **Pinnacle Investment Properties Inc., 10720 Caribbean Boulevard, Suite 101, Miami, Florida 33189**, or at such other place as Landlord may hereafter designate in writing.

Initials

Landlord

Tenant

6. **BASE RENTAL INCREASE:** The Base Rental set forth in paragraph 5 above shall be adjusted at the beginning of each Lease Year during the Term of this Lease by increasing the Base Rental Rate by Four percent (4 %).

Year	Mos.	Per Sq	Monthly	Annual
1	12	\$18.00	\$1606.50	\$19,278.00
2	12	\$18.72	\$1670.76	\$20,049.12
Total				\$39,327.12

The new Base Rental shall continue to be payable in monthly installments and Landlord shall give written notification to Tenant of the new monthly Base Rental prior to the commencement of the new Lease Year. Tenant shall pay such new monthly Base Rental, on the first day of each calendar month of the coming year, without set-off or defense. Failure of Landlord to timely notify Tenant of the new monthly Base Rental shall not be deemed a waiver by Landlord of the increased rental; the new monthly Base Rental shall be payable, retroactive to the commencement of the new Lease Year upon notification by Landlord to Tenant of the amount of the new monthly Base Rental.

7. **ADDITIONAL RENT:**

For purposes of this section, Tenant's Pro-rata share is agreed to be **1.46%**, hereby defined to be the percentage which represents the Net Rentable Area leased by Tenant. The total Net Rentable Area contained in the Building which is approximately **73,412** rentable square feet. The Base Year is hereby defined as calendar year **2009**.

- 7A. In the event that the cost to Landlord for the Operating Expenses of the Building, as hereinafter defined, during any calendar year of the Lease Term subsequent to the Base Year shall exceed the cost to Landlord for the Operating Expenses of the Building during the Base Year, Tenant shall pay to Landlord as additional rent Tenant's Pro-Rata Share (as such term is hereinabove defined) of the increase in such costs for each calendar year, if any. The amount of such additional rent, if any, shall be determined in accordance with the following formula: Pro-Rata Share multiplied by any increase in Operating Expenses over the Operating Expenses of the Base Year equals additional rent due from Tenant except that such additional rent shall be prorated for any partial calendar year following the commencement of the Lease Term.

The term "Operating Expenses" as used herein shall mean all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Building, computed on the accrual basis, but shall not include new capital improvements. By way of explanation and clarification, these Operating Expenses shall include, without limitation, the following:

Initials

Landlord

Tenant

1. Wages and salaries of all employees engaged in operation and maintenance of the Building, employer's social security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages and salaries, the cost of disability and hospitalization insurance, pension or retirement benefits, or any other fringe benefits for such employees.
2. All supplies and materials used in operation and maintenance of the Building.
3. Cost of all utilities including water, sewer, electricity, gas and fuel used by the Building and not charged directly to another tenant.
4. Cost of customary building management, janitorial services, trash and garbage removal, guard service, painting, window cleaning, landscaping and gardening, servicing and maintenance of all systems and equipment, including but limited to, elevators, plumbing, heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose repair, cabinets, mail chutes, and staging; and damage caused by fire or other casualty not otherwise recovered including the deductibles applicable to any insurance policies.
5. Cost of insurance for property, loss of rents, casualty and other liability applicable to the Building and Landlord's personal property used in connection therewith.
6. The amortized cost of any capital improvement which reduces the Operating Expenses.
7. All impositions.

In the event the Operating Expenses in any year after the Base Year are reduced because of a capital improvement, then the Operating Expenses for the Base Year shall be reduced accordingly for the purpose of determining additional rent as though such improvement or automation was in effect during the Base Year.

Landlord shall notify Tenant after the end of the Base Year and each calendar year thereafter during the Term hereof, of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) shall be the amount of Tenant's Pro-Rata Share of increases in Operating Expenses for the then current calendar year and Tenant shall pay such sum in advance to Landlord in equal monthly installments, during the balance of said calendar year, commencing on the first day of the first month following Tenant's receipt of such notification. Following the end of each calendar year after the Base Year, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to increases in Operating Expenses for the past calendar year, the amount thereof actually paid during that year by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Within thirty (30) days after receipt by Tenant of said statement, Tenant shall have the right in person to inspect Landlord's books and records showing the Operating Expenses for the Building for the calendar year covered by said statement. Said statement shall become final and conclusive between the parties, their successors and assigns as to the matter set forth therein unless Landlord receives written objections with respect thereto within said thirty (30) days of Tenant's receipt of said statement. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within thirty (30) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay expected additional rent in connection with anticipated increases in Operating Expenses or, if by reason of any termination of the Lease no such future obligation exists, refunded to Tenant. Anything herein to the contrary notwithstanding, Tenant shall not delay or withhold payment of any balance shown to be due pursuant to a statement rendered by Landlord to Tenant, pursuant to the terms hereof, because of any objection which Tenant may raise with respect thereto. Landlord shall immediately credit any overpayment found to be owing to Tenant against Tenant's Pro-Rata Share of increases in Operating Expenses for the then current calendar year (and future calendar years, if necessary) upon the resolution of said objection or, if at the time of the resolution of said objection the Lease Term has expired, immediately refund to Tenant any overpayment found to be owing to Tenant. Landlord agrees to maintain accounting books and records reflecting Operating Expenses of the Building in accordance with generally accepted accounting principles.

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Additional rent, due by reason of the provisions of this subparagraph 7A for the final months of this Lease, is due and payable even though it may not be calculated until subsequent to the termination date of the Lease; the Operating Expenses for the calendar year during which the Lease terminates shall be prorated according to that portion of said calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord, at Landlord's sole discretion, may apply the Security Deposit specified in paragraph 9, Security Deposit, hereof, if any, in full or partial satisfaction of any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7A. If said security deposit is greater than the amount of any such additional rent, and there are no other sums or amount owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided in paragraph 9 hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability or the obligation to pay any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7A if the Security Deposit is less than such additional rent; nor shall Landlord be required to first apply the Security Deposit to such additional rent if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

7B. Tenant shall pay to Landlord, as additional rent, Tenant's Pro-Rata Share of the Impositions for each calendar year, if any.

The term "Impositions" as used herein shall mean all tax assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes whatsoever (except only those taxes of the following categories: any inheritance, estate, succession, transfer of gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate taxpaying entity without regard to Landlord's income sources arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other payment required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner.

Landlord shall notify Tenant, after the end of the calendar year in which the Lease Agreement commenced, of the amount which Landlord estimates (as evidenced by budgets prepared by or on behalf of Landlord) shall be the amount of Tenant's Pro-Rata Share of increases in Impositions for the then current calendar year; and Tenant shall pay such sum to Landlord in equal monthly installments during the balance of said calendar year, in advance on the first day of each month commencing on the first day of the first month following Tenant's receipt of such notification. Following the date on which Landlord receives a tax bill or statement showing what the actual Impositions are with respect to each calendar year, Landlord may submit to Tenant a statement, together with a copy of said bill or statement, showing the actual amount to be paid by Tenant in the year in question with respect to increases in Impositions for such year, the amount thereof theretofore paid by Tenant and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Any balance shown to be due pursuant to said statement shall be spread over the remaining months of the year and be paid by Tenant to Landlord or if after the close of the calendar year within ten (10) days following Tenant's receipt thereof and any overpayment shall be immediately credited against Tenant's obligation to pay such additional rent in connection with increased Impositions in later years, or, if no such future obligation exists, be immediately refunded to Tenant.

Additional rent, due by reason of the provisions of this subparagraph 7B for the final months of this Lease, shall be payable even though the amount thereof is not determinable until subsequent to the termination of the Lease; the Impositions for the calendar year during which the Lease terminates shall be prorated according to that portion of the calendar year that this Lease was actually in effect. Tenant expressly agrees that Landlord at Landlord's sole discretion, may apply the Security Deposit specified in Paragraph 9 hereof, if any, in full or partial satisfaction of any additional rent due for the final months of this Lease by reason of the provision of this subparagraph 7B. If the Security Deposit is greater than the amount of such additional rent and there are no other sums or amount owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of the Security Deposit to Tenant as provided in paragraph 9, Security Deposit, hereof. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved of the liability for or the obligation to pay any additional rent due for the final months of this Lease by reason of the provisions of this subparagraph 7B if the Security Deposit is less than such additional rent; nor shall Landlord

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be required to first apply the Security Deposit to such additional rent if there are any other sums or amounts owed Landlord by Tenant by reason of any of the terms, provisions, covenants, or conditions of this Lease.

- 7C. It is the intention of the parties hereto to provide that Tenant shall pay in advance of their due date Tenant's Pro-Rata Share of increases in Operating Expenses and Impositions and to share in reduction only by category to the end that an increase in Operating Expenses shall not be offset by a decrease in Impositions and vice versa. In no event shall the Base Rental be reduced by reason of decreases in Operating Expenses and/or Impositions. This paragraph shall survive the termination of the Lease.
8. **SALES TAX:** All payments of Base Rental and additional rent shall be paid by Tenant together with applicable Florida sales tax (Exempt).
9. **SECURITY DEPOSIT:** Simultaneously with the execution of this Lease, Tenant has paid to Landlord the sum of **Zero Dollars (\$0.00)**, to be held by Landlord without interest as a Security Deposit for the full and faithful performance by Tenant of the terms and conditions of this Lease, which deposit may be commingled with Landlord's other funds. Landlord may utilize such part of the Security Deposit as is necessary to cure any default of Tenant under the Lease, and in such event Tenant shall immediately replace such portions as may be expended by Landlord. Upon the expiration of this Lease (except by default of Tenant) and delivery of the Premises to Landlord in their original condition, ordinary wear and tear excepted, the Security Deposit shall be returned to Tenant. Upon any conveyance of the Building by Landlord to a successor in title, the successor shall become liable to Tenant for the return of the Security Deposit and the conveying party released for same. Landlord shall not be required to hold the Security Deposit in any special account for the benefit of the Tenant nor to pay any interest thereon. In the event any installment of Base Rental or other charges accruing under this Lease shall not be paid when due (including the return of Tenant's check for insufficient funds), Landlord shall have the right, at Landlord's sole discretion, to require Tenant to place an additional Security Deposit in an amount sufficient to correct the problem, which sum shall be added to and become part of the original Security Deposit.
10. **DELIVERY OF POSSESSION:** Landlord agrees to prepare the Premises for occupancy with due diligence, and, while it is contemplated that the commencement date of this Lease shall be as set forth in Paragraph 4 above, in the event the Premises are not ready for occupancy on such commencement date, then the commencement date shall be deferred until the Premises are ready, and the termination date of this Lease shall be likewise extended for a similar period. In such event, Landlord will give written notice of the availability of the Premises and the commencement date of this Lease shall be five (5) days after issuance of said notice. With respect to the completion of the Building, if applicable, Tenant may, with permission of the Contractor constructing the Premises and at Tenant's sole risk, enter into the Premises prior to completion and make such installations as Tenant deems desirable for its use of the Premises, and as may be permitted by this lease, provided that entry and installation shall be done in such manner as not to interfere with the Contractor's or Landlord's completion of the Building. If Tenant delays Landlord's completion of the Premises, then, after written notice, Landlord shall be entitled to complete any work undertaken by Tenant in readiness of the Premises (and Tenant shall reimburse Landlord for the cost thereof). In no event shall Landlord be liable to Tenant for any damages whatsoever for failure to deliver the Premises as aforesaid nor shall Tenant be liable for any rent until such time as Landlord can deliver possession unless the delay was caused by the actions of the Tenant. Further, should Tenant enter to make installations prior to the commencement date, insurance will be provided as described in Paragraph 19, Insurance, below.
11. **USES PROHIBITED:** Tenant shall not do or permit anything to be done in or about the Premises, not bring nor keep anything therein which will in any way affect the fire or other insurance upon the Building, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Building, which is now, or may hereafter be, enacted or promulgated by any public authority. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them. Tenant shall not use, or allow the Premises to be used, for any improper, immoral or objectionable purpose, or for sleeping purposes, washing of clothes, or cooking, and nothing shall be prepared, manufactured or mixed in the Premises which might emit an odor and/or fumes of any type into any part of the Building.

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12. **RULES AND REGULATIONS:** The rules and regulations attached to this Lease, as well as such rules and regulations as may be hereafter adopted by Landlord for the safety, care and cleanliness of the Building and the preservation of good order therein and for the most efficient and advantageous use by all tenants, agents, employees, invitee and visitors of the automobile parking spaces provided by Landlord, are expressly made a part of this Lease and Tenant agrees to comply with such rules and regulations. No rules and regulations shall be inconsistent with the reasonable use of the Premises by Tenant, its agents, employees, invitee and visitors for the purposes permitted by this Lease.

13. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign, mortgage, pledge, or hypothecate this Lease, or any interest therein, nor shall Tenant permit the use of the Premises by any person or persons other than Tenant, nor shall Tenant sublet the Premises, or any part thereof, without the written consent of Landlord, which, consistent with the provisions of this paragraph 13, shall not be unreasonably withheld. Consent to any such assignment or subletting shall not operate to release Tenant from its obligations hereunder, nor operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant. In the event Tenant desires to sublease the Premises, or assign this Lease, Tenant shall submit to Landlord the name of the proposed sub-tenant or assignee, along with sufficient background and credit information to enable Landlord to determine the qualifications of the proposed sub-tenant or assignee. Landlord shall notify Tenant of the acceptance or rejection of the proposed sub-tenant or assignee within twenty days (20) following the receipt by Landlord of the aforesaid information. In the event Landlord rejects the proposed sub-tenant or assignee, Landlord shall state the reasons for such rejection and the burden of overcoming the reasons for the rejection shall be that of the Tenant or proposed sub-tenant or assignee.

Notwithstanding anything contained herein to the contrary, the acceptance by Landlord of any prospective sub-tenant or assignee is contingent upon both Tenant and prospective sub-tenant or assigned executing an affidavit attaching a true and complete copy of the sublease or assignment and stating all terms of the sublease or assignment including all consideration paid or to be paid under the sublease or assignment. To the extent that the total consideration to be paid under the sublease or assignment exceeds the total consideration that would have been paid by Tenant pursuant to the terms of this Lease, Landlord may require, as a condition of its approval of the sub-tenant or assignee that all or a portion of said economic benefit be paid directly to Landlord.

14. **MAINTENANCE OF DEMISED PREMISES:** Tenant shall not commit nor allow any waste or damage to be committed on any portion of the Premises. Tenant shall, at its own cost and expense, make any repairs or replacements to the Premises required by the acts, whether of commission or omission, of Tenant or Tenant's agents, employees, invitee, or visitors. If Tenant fails to make such repairs or replacements, Landlord may, but shall not be obligated to, make such repairs or replacements and Tenant shall repay the cost thereof as additional rent to Landlord upon demand, together with interest thereon at the highest rate permitted by applicable law from the date of advancement to repayment by Tenant.

Notwithstanding anything contained herein to the contrary, upon the expiration of this Lease, Tenant shall deliver the Premises to Landlord in their original condition, ordinary wear and tear excepted. Tenant shall be obligated, at its own cost and expense, to make any repairs or replacements above and beyond ordinary wear and tear to the Premises prior to vacating the Premises. Tenant shall notify Landlord of any needed repairs to the Premises, and Landlord shall respond to Tenant within twenty four (24) hours. Should Landlord fail to respond to Tenant within such time, and should Tenant be required to make such repairs or contract for same, Landlord shall be responsible for reimbursing Tenant for any cost incurred in such repairs. Should Landlord refuse to repair or maintain the Premises as required herein, Tenant shall have the sole and absolute right to terminate this Lease, after the expiration of any applicable cure period, and all deposits shall be returned to the Tenant within fifteen (15) days after such termination.

15. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS:** Tenant will not make nor allow to be made any alterations or physical additions in or to the Premises without the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. Unless otherwise provided by written agreement, all such consented alterations, additions or improvements, except those items installed by Tenant without damaging the Premises, shall be done by

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licensed contractors in a good and workmanlike manner, but at the sole cost of Tenant, and shall become the property of Landlord and shall remain upon and be surrendered with the Premises. All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall remain the property of Tenant. Tenant will not install or maintain any electrically operated equipment or other machinery or equipment except light office machines normally used in the operations and uses of the Premises permitted under this Lease, without first obtaining the consent in writing of Landlord who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of water and/or electricity occasioned by the operation of said equipment or machinery.

16. **DESTRUCTION OF PREMISES:** If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged thereby that they are untenantable and cannot be rendered tenantable within a reasonable time, considering the extent of the destruction or damage, from the date of such destruction or damage, this Lease may be terminated by Landlord or Tenant by written notice given by the terminating party to the other within forty-five (45) days after the event causing such untenantability and rent shall cease as of the date of such untenantability. In the event that the Premises shall be destroyed or so damaged as to be untenantable and should this Lease not be terminated in the manner hereinbefore provided, then rent shall abate from the period of such untenantability, provided such damage or destruction is not caused by the Tenant, its agents, employees or invitees, and the Term of this Lease shall be extended by the period of such untenantability. In case the damage or destruction is not such as to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent herein reserved corresponding to the time during which, and applicable to the portion of the Premises of which, Tenant shall be deprived of possession, provided such damage or destruction is not caused by Tenant, its agents, employees or invitees.
17. **ENTRY AND INSPECTION:** Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of protecting Landlord's reversions, or to make alterations, additions, or repairs required of Landlord under the terms of this Lease or repairs to any adjoining space or utility services, or make repairs, alterations, or additions to any other portion of the Building, or for maintaining any service provided by Landlord to tenants in the Building. Landlord reserves the right and Tenant hereby consents to allow Landlord access to and from the corridor through Tenant's leased Premises by way of the ceiling. Tenant will permit Landlord upon twenty four (24) hours notice at any time within thirty (30) days prior to the expiration of this Lease to bring prospective tenants upon the Premises for purposes of inspection or display.
18. **HOLD HARMLESS:** Except for damage resulting from Landlord's ordinary negligence, Landlord shall not be liable to Tenant, Tenant's agents, employees or invitee for any injury or damage that may result to any person or property by or from any cause whatsoever (and without limiting the generality of the foregoing, whether caused by gas, fire, oil, electricity, bursting of pipes or defective construction) in, on or about the Building or the Premises, or any part thereof. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law. Tenant agrees to hold Landlord harmless from and indemnify Landlord against any and all claims, liabilities, costs or expenses whatsoever (including attorney's fees and court costs) for any injury or damage to any person or property whatsoever, (a) occurring in, on or about the Premises or any part thereof, and (b) occurring in, or about any facilities the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage shall be caused in part or in whole by the act, negligence or fault of, or omission of any duty with respect to the same by Tenant, its agents, invitees or employees.

It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's remedies.

19. **INSURANCE:** Tenant will acquire at its own cost and expense (with coverage to commence at the time Tenant enters the Premises to make installations, etc., or at the commencement of the term of this Lease, whichever occurs earlier), and will maintain in force continuously throughout the term of this Lease (a) Comprehensive General Public Liability Insurance, including automobile liability coverage, on an occurrence basis with minimum limits of liability in an amount of One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to any one person and One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to more than one person, and One Hundred Thousand (

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\$100,000.00) Dollars for property damage, and (b) Fire Insurance, Extended Coverage, Vandalism, Malicious Mischief, and Special Extended Coverage as protection against loss or damage by fire or windstorm in an amount adequate to cover the cost of replacement of all decorations and improvements to, and replacement of all fixtures, outside plate glass, and contents of, the Premises.

Tenant shall forthwith furnish Landlord a certificate by the Insurer that such insurance is in force. In the event Tenant fails to obtain and maintain the insurance required hereunder, Landlord may, at its option, obtain same and any costs incurred by Landlord in connection therewith shall be deemed additional rent to be paid by Tenant and payable as such upon demand, together with interest thereon at the highest rate permitted by applicable law from the date of advancement to repayment by Tenant.

Any insurance procured by Tenant as herein required shall be issued by a company licensed to do business in the State of Florida and reasonably acceptable to Landlord and shall contain endorsements that (a) such insurance may not be canceled or amended without thirty (30) days advance written notice by certified mail to Landlord by the insurance company; and (b) Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premiums for such insurance.

20. **SERVICE:** Landlord agrees to furnish the Premises, subject to the regulations of the Building, and subject to the availability of utility services from the public utility companies and authorities furnishing the requisite utility services to the Building, with (a) heated and refrigerated air conditioning from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturdays (excluding generally recognized holidays), at such temperatures and in such amounts as may reasonably be required; (b) elevator service; (c) water for domestic consumption; (d) sewage service; (e) sufficient electricity for normal and customary usage for the purposes for which the Premises are leased as determined by Landlord; (f) janitorial service; and (g) exterminating service. In addition, the buildings have in place an alarm system at all building main entrances and exits. All of the aforesaid shall be furnished by Landlord at no additional cost to Tenant in a manner and to the extent deemed by Landlord to be reasonable for an office building. In the event Tenant wishes air-conditioning or heat during periods other than the above specific hours, or electricity in amounts of excess of those specified above, Tenant shall request same and Landlord may, at its option, provide such service; provided, however, Tenant shall be responsible for the reasonable cost thereof, as specified by Landlord and shall pay same within ten (10) days following request for payment by Landlord, without set-off or defense. The cost of overtime air conditioning shall be at a rate of \$35.00 per hour subject to increases at Landlord sole discretion based on Florida Power & Light Company. Landlord shall also maintain all public and special service areas in a like manner. Landlord shall not be liable to Tenant for any interruption in the service of any utility as referenced above, including elevator service and air conditioning which Landlord undertakes to furnish to Tenant so long as Landlord exercises reasonable efforts to assure a continuance of said services. It is understood that Landlord does not guarantee uninterrupted utility services to the Premises and Tenant assumes the risk of any interruption of utility services caused by a failure or interruption of utility service from the utility company or authority providing that service. No interruption or failure of said services shall relieve Tenant from the obligation to pay the full amount of the rent herein reserved, unless electric service should remain disrupted for a period of longer than seven (7) days. Tenant's rent shall be pro-rated accordingly, and failure of services shall not constitute a constructive or other eviction of Tenant. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities or any part or appurtenance of the leased Premises.

21. **NOTICES:** All notices required or permitted to be given under the terms and provisions of this Lease by either party to the other shall be given in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, and postage prepaid, sent to Landlord at the address stated in paragraph 5 hereof and to Tenant at the Premises. Any notice to be given to Tenant under the terms of this Lease, if given by registered or certified mail, as above provided, shall be sent to Tenant at: **10700 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.** Notice given by personal delivery shall be effective as of the date of delivery and notice mailed shall be effective as of the third day (not a Saturday, Sunday or legal holiday) next following the date of mailing.

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22. **DEFAULT AND RE-ENTRY:** Tenant covenants and agrees that any of the following events shall be a default under this Lease; (i) if any financial report or statement, certificate, statement, representation or warranty at any time furnished or made by or on behalf of Tenant or any guarantor of any of Tenant's obligations hereunder, including, without limitation, any representation or warranty made by Tenant herein, proves to have been false or misleading in any material respect at the time the facts therein set forth were stated or certified, or any such financial report or statement has omitted any material contingent or unliquidated liability or claim against Tenant or any such guarantor; or (ii) if Tenant or any guarantor of any of Tenant's obligations hereunder shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or under any guaranty agreement; or (iii) if Tenant or any guarantor of Tenant's obligations hereunder shall be in breach of or in default in the payment and performance of any obligation owing to Landlord, whether or not related to this Lease and howsoever arising, whether by operation or law or otherwise, present or future, contracted for or acquired, and whether joint, several, absolute, contingent, secured, unsecured, matured or unmatured; or (iv) if Tenant or any guarantor of any of Tenant's obligations hereunder shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy" Code"), be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; or (v) if an order for relief against Tenant or any guarantor of any of Tenant's obligations hereunder shall have been entered under any chapter of the Bankruptcy Code, or a decree or order by a court having jurisdiction over the Premises shall have been entered approving as properly filed a petition seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Tenant or any guarantor of any of Tenant's obligations hereunder under any present or future statute, law, rule, or regulation, or within thirty (30) days after the appointment without Tenant's or such guarantor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for it or such guarantor or of all or any substantial part of its or such guarantor's assets and properties, such appointment is not vacated; or (vi) if Tenant shall abandon or vacate the Premises, or if Tenant shall fail to use the property for the purposes outlined in Paragraph 3 for a continuous period of thirty (30) calendar days, the determination of which shall be in Landlord's sole judgment. In the event of any of the foregoing defaults, Landlord may, at its option, subject to the provisions of paragraph 23, Grace Period, of this Lease:

- (a) re-take and recover possession of the Premises and terminate this Lease, and retain Tenant's Security Deposit as liquidated damages. The parties agree in the event of a default by Tenant, Landlord's damages would be difficult to determine and this option of Landlord for liquidated damages is fair and not in the nature of a penalty.
- (b) re-take and recover possession of the Premises, without terminating this Lease, in which event Landlord may re-rent the Premises as agent for and for the account of Tenant and recover from Tenant the difference between the rental herein specified and the rent provided in such re-rental.
- (c) permit the Premises to remain vacant in which event Tenant shall continue to be responsible for all rental and other payments thereunder.
- (d) re-take and recover possession of the Premises, accelerate and collect all rentals due hereunder for the balance of the Term of this Lease.
- (e) declare all installments of rent for the whole Term hereof due and payable at once without demand.
- (f) take such other action as may be permitted under applicable law.

All of the foregoing remedies shall be cumulative and election by Landlord to take any one remedy shall not preclude Landlord from taking any other remedy. In the event Landlord fails to keep or perform any material term, covenant,

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condition, or provision of this Lease, and such failure continues for thirty (30) days after written notice from Lessee and opportunity to cure; unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such thirty (30) days, in which case the default shall not be deemed to exist as long as Landlord: (i) advises Tenant by written notice within fifteen (15) days after Tenant's notice that Landlord intends to take all steps necessary to remedy such failure with due diligence; and (ii) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same; Tenant shall have the option to terminate this lease after the expiration of the time required for the Landlord to avail itself of the opportunity to cure, and all deposits shall be returned to the Tenant within fifteen (15) days after such termination.

23. **GRACE PERIOD:** Before Landlord takes any action against Tenant under this Lease as the result of any claimed default other than for the payment of rent, or additional rent, Landlord shall give Tenant five (5) days advance written notice specifically setting forth the claimed default, and Landlord shall not have the right to declare this Lease terminated if within five (5) days after the effective date of such notice Tenant shall have undertaken to cure and correct claimed default or defaults and shall thereafter proceed with diligence in the curing and correction of such default or defaults.
24. **ATTORNEY'S FEES AND COSTS:** In the event of any litigation arising out of the enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.
25. **NON-WAIVER OF BREACH:** Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease and neither shall be the presentation of any rent in the form of a check marked by Tenant to constitute a waiver constitute same unless Landlord acknowledges same by separate written instrument. No surrender of the Premises for the remainder of the Term hereof shall operate to release Tenant from liability hereunder.
26. **SUBORDINATION BY TENANT:** This Lease, and Tenant's rights hereunder, are hereby made expressly subject and subordinate at all times to any and all mortgages, ground or underlying leases affecting the Premises which have been executed and delivered by Landlord, or its successors or assigns, or are hereafter created and any and all extensions and renewals thereof and substitutions therefor and modifications and amendments thereof, and to any and all advances made or to be made under or upon said mortgages, ground or underlying leases. Tenant agrees to execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the subordination of this Lease to any or all such mortgages, ground or underlying leases. Tenant hereby irrevocably appoints Landlord as Attorney-in-Fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument or instruments. In the event the Tenant shall refuse after reasonable notice to execute such instrument or instruments, the Landlord may, in addition to any right or remedy occurring hereunder, terminate this Lease without incurring any liability whatsoever and the estate hereby granted is expressly limited accordingly. Tenant further agrees to make such reasonable modifications to this Lease (not increasing Tenant's obligations hereunder) as may be requested by the holder of any such mortgage, ground or underlying Lease. Tenant will remain in possession if Tenant is in compliance with the Lease.
27. **TIME:** It is understood and agreed between the parties that time is of the essence of this Lease, and to all of the terms, conditions and provisions contained herein.
28. **TRANSFERABILITY:** Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder and in the Building and property referred to herein, and upon an assignment of this Lease and/or sale of the Building, Landlord named herein shall no longer be liable to Tenant for any obligations hereunder, but instead, Landlord's successor in interest shall become the new Landlord hereunder, and subject to the provisions hereof.

Initials

Landlord

Tenant

29. **AMENDMENT OF LEASE:** This Lease may not be altered, changed or amended, except by an instrument in writing, signed by the party against who enforcement is sought. This Lease contains the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings except as specifically set forth herein.
30. **CONDEMNATION:** In the event the whole or any part of the Building other than a part not interfering with the maintenance or operation thereof shall be taken or condemned for any public or quasi- public use or purpose, the Landlord may at its option terminate this Lease from the time title to or right to possession of the Building or part thereof shall vest in or be taken for such public or quasi-public use or purpose. Tenant shall not be entitled to receive any portion of any award made or paid to Landlord representing the property of Landlord taken or damaged and Tenant hereby expressly waives and relinquishes any right or claim to any portion of any such award regardless of whether any such award includes any value attributable to Tenant's leasehold estate. However, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such special and separate damages as may be recoverable by Tenant independent of and without diminution of Landlords' recovery.
31. **SURRENDER OF DEMISED PREMISES:** At the expiration or termination of the tenancy, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty (except to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement), and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures and any alterations or improvements, subject to the provisions of paragraph 15, Alterations, Additions or Improvements, before surrendering the Premises, and shall repair, at its own expense, any damage to the Premises caused thereby. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.
32. **HOLDING OVER:** In case of holding over by Tenant after expiration or termination of this Lease, Tenant will pay as liquidated damages during such holdover period double the amount of the monthly rent installment for the last month in the Term of this Lease for each month in the holdover period during the entire holdover period. No holding over by Tenant after the Term of this Lease shall operate to extend the Lease, except that any holding over with the consent of Landlord in writing shall thereafter constitute this Lease as a month to month tenancy. In addition, Tenant specifically agrees that in the event Tenant retains possession and does not quit and surrender the Premises to Landlord, then Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to so surrender and quit the Premises, and Tenant will indemnify and save Landlord harmless from and against any and all claims made by succeeding tenant of the Premises against Landlord on account of delay of Landlord in delivering possession of the Premises to said succeeding tenant, to the extent that such delay is occasioned by the failure of Tenant to so quit and surrender said Premises.
33. **CONSTRUCTION:** The parties hereto intend that the laws of the State of Florida govern the interpretation and enforcement of this Lease. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there is more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
34. **QUIET ENJOYMENT:** Tenant shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Tenant pays the rental herein reserved and performs all the covenants and agreements herein contained.
35. **ATTORNMEN:** In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or lease made by Landlord encumbering the Premises and/or the Building, Landlord shall be released from all liability hereunder and Tenant shall attorn to the purchaser upon any such foreclosure or sale and

Initials

Landlord

Tenant

recognize such purchaser as the Landlord under this Lease.

36. **ESTOPPEL CERTIFICATE:** Within ten (10) days after request therefore by Landlord, Tenant shall deliver to Landlord in a form satisfactory to Landlord, a certificate certifying (i) the good standing and absence of default under this Lease, (ii) the absence of set-offs to charges hereunder, (iii) the validity and completeness of a copy of this Lease and all amendments, to be attached to the certificate, (iv) the amount of pre-paid rent; (v) the amount of Security Deposit, (vi) the commencement and expiration dates hereof, (vii) the dates and amounts of the last made and next due rental installments, and such other reasonable matters as Landlord shall request.

37. **INTENTIONALLY DELETED:**

38. **BROKERAGE:** Each of the parties represents and warrants that there are no brokers involved in this Lease transaction and that neither party has been contacted by any other broker with regard to the leasing of space by Landlord to Tenant or in connection with the execution of this Lease, except as listed below, and each of the parties agrees, subject to the provisions and monetary limitations of Section 768.28(5), Florida Statute, which limitations shall be applicable regardless of whether such provision would otherwise apply, and to the extent permitted by law, to indemnify the other, and hold him harmless from all liabilities arising from any such claim, including, without limitation, any suit costs and counsel fees incurred in connection with any such claim.

Broker: n/a

39. **RECORDING:** Tenant shall not record this Lease without the written consent of the Landlord.

40. **CONFIDENTIALITY:** Landlord and Tenant hereby agree that the terms and conditions of this Lease are of a confidential nature. Tenant covenants that Tenant will not reveal either the terms, provisions or conditions under which Tenant occupies the Premises. This clause shall be binding on the Tenant, his employees and agents who may be acting in his capacity.

41. **SEVERABILITY:** Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant hereto, by judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

42. **LIMITATION OF LIABILITY:** Tenant shall look solely to Landlord's equity interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default under this Lease, and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

43. **LIENS FOR IMPROVEMENTS:** The interest of the Landlord in the property covered by this Lease shall not be subject to any liens for improvements made by the Tenant to the Premises.

44. **DISPLAYS, FIXTURES, ETC.:** In order to preserve the building aesthetics, no display material (e.g. signs, decorations, lettering, advertising, etc.) will be permitted on the windows of Tenant's suite. Further, installation of any displays within the suite which may be visible from the lobby and/or corridor, and/or exterior of the building, shall require written approval of the Landlord. Additionally, Landlord reserves the right to provide additional window tinting, and/or blinds, as per specifications of Landlord and at Landlord's expense. Landlord further reserves the right to provide additional window tinting and/or blinds in the lobby, if in Landlord's judgment Tenant does not maintain the Premises in a neat, clean and orderly fashion. Finally, all fixtures (e.g. blinds, railings, etc.) behind any interior glass is considered property of the Building and cannot be altered, modified or moved in any way.

45. **RADON:** Radon is a naturally occurring radioactive gas that, when accumulated in buildings in sufficient

Initials

Landlord

Tenant

quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

- 46. **PERSONAL PROPERTY:** If any personal property belonging to Tenant remains on the Premises after the tenancy created under this Lease has terminated or expired, and the Premises have been vacated by Tenant voluntarily, by eviction, or otherwise, then such personal property shall be conclusively presumed to have been abandoned and Landlord shall dispose of said personal property without notice to Tenant, by sale, removal or otherwise, or to use said personal property without notice to Tenant. Tenant does hereby waive any claims against Landlord or anyone else concerning such personal property remaining on the Premises.
- 47. **HAZARDOUS MATERIAL:** Under no circumstances will Tenant use the suite for storage of hazardous materials and/or corrosive, flammable fluids.
- 48. **WAIVER OF JURY TRIAL:** Each party waives the right to trial by jury in any dispute relating to this agreement.

ENTIRE AGREEMENT: This Lease and the Exhibit(s) made a part hereof constitute the entire agreement and understanding of the parties hereto, and shall not be modified or amended except by written instrument duly executed by the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease in several counterparts as of the day and year first hereinbefore written, each of which counterparts shall be considered an executed original and in making proof of this Lease it shall not be necessary to produce or account for more than one counterpart.

LANDLORD:

PINNACLE INVESTMENT PROPERTIES, INC.

By _____
(Landlord) **William A. Sport, President**

WITNESSES:

(As to Landlord)

TENANT:

**Town of Cutler Bay, a Florida
Municipal Corporation**

By _____
(Tenant) **Steven Alexander, Town Manager**

(As to Tenant)

By _____
(Tenant) **Town Clerk**

Initials

Landlord

Tenant

RULES AND REGULATIONS

1. **SIGNS:** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside of the building or to any interior public area without the written consent of Landlord, and Landlord shall have the right to remove any such objectionable sign, placard, picture, advertisement, name or notice without notice to, and at the expense of Tenant.
2. **BULLETIN BOARD:** The bulletin board or directory of the building will be provided exclusively for the display of the name and location of Tenant only, and Landlord reserves the right to exclude any other names therefrom.
3. **LOCKS:** No additional locks and/or replacement locks shall be placed on any door without a written request to Landlord and per Landlord's written consent. Landlord requires that changes be done by Landlord at Tenant's expense and that Landlord retain a key to each lock installed for security/safety purposes.
4. **NON-RESPONSIBILITY:** Landlord is not responsible to any tenant for the non-observance or violation of the rules and regulations by any other tenant.
5. **DOORS:** The doors between the premises and the corridors of the building shall at all times, except when in actual use for ingress and egress, be kept closed.
6. **HALLS AND STAIRWAYS:** The entries, passages, stairways and elevators shall not be obstructed by tenants, or used for any purposes other than ingress or egress to and from their respective offices. Tenant shall not bring into or keep within the building any animal or vehicle.
7. **NO SMOKING:** The Building is a non smoking building. Smoking will not be permitted in any of the common areas; hallways, bathrooms, stairways, entry/exit areas.
8. **PLUMBING:** The wash-bowls, water closets and urinals shall not be used for any purpose other than those for which they were constructed. Any stoppages within demised premises shall be corrected by Tenant at Tenant's expense.
9. **CLOSING PRECAUTIONS:** Tenant shall see that the doors of the demised premises are closed and securely locked before leaving the building, and Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity, gas, air conditioning or heating shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness, Tenant shall make good all injuries sustained by other tenants or occupants of the building or Landlord.
10. **MOVING FURNITURE, SAFES, ETC.:** No furniture, freight or equipment of any kind shall be brought into or removed from the building without the consent of Landlord and all moving of same, into or out of building by tenants shall be done at such times and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the building, and also the times and manner of moving the same in and out of the building. Landlord will not be responsible for loss of or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.

All deliveries, unless hand-carried, must be made in designated padded elevator for freight. Landlord reserves right to stop deliveries when elevator is needed for passenger transport.
11. **NUISANCE:** Tenant will conduct his business and prevent his agents, employees, invitees and visitors from creating any nuisance, annoyance, disturbance or excessive noise within the building.
12. **VIOLATION OF RULES:** Landlord reserves the right to exclude or expel from the building, any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of

Initials

Landlord

Tenant

the rules and regulations of the building.

13. REQUIREMENTS OF TENANT: The requirements of Tenant will be attended to only upon application to the management of the building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the management of the building, and no employee will admit any person (Tenant or otherwise) to any office without specific instructions from the management of the building.

14. ROOMS USED IN COMMON: Rooms used in common by tenants shall be subject to such regulations as are posted therein.

15. ENTRANCE DOORS: Landlord reserves the right to close and keep locked all entrance and exit doors of the building during such hours as the building is not generally open for business. In such event, Landlord shall supply keys to tenants, or may employ a watchman to control entry into the building. In the event a watchman is employed, all persons entering or leaving the building during hours when it is not normally open for business may be required to sign the building register. Landlord may require that any person wishing to enter the building during such hours obtain a previously arranged pass or provide other satisfactory identification showing his right of access to the building. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the building.

16. LAWS AND REGULATIONS: Tenant will keep and maintain the demised premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction thereof), with reference to use, conditions or occupancy of the demised premises.

17. LICENSES: Tenant shall obtain and maintain in force at its expense throughout the Term of the Lease all licenses required by the Dade County, i.e., Certificate of Use and Occupancy, Occupational License, etc.....

18. PARKING: A parking area reserved for use by tenants of the building will be maintained by Landlord. Landlord shall use reasonable efforts to prevent unauthorized use of the reserved parking area, but shall not be liable to Tenant for any such unauthorized use, nor does Landlord warrant that a parking space shall, in every event, be available for Tenant, nor shall any such portion of reserved parking area be considered a portion of Tenant's demised premises. Overnight parking shall not be permitted.

The parking rules set forth above may be changed at the discretion of Landlord in order to accomplish the most efficient use of the parking area by all tenants, their agents, employees, invitees, and visitors. Additionally, Landlord may designate a certain portion of the parking area as reserved for specific tenants, and access to this area may be limited to said tenants who pay a monthly fee for use of this parking area. Landlord reserves the right to place stickers on, and/or tow, any violating vehicles.

19. WIRING: When wiring of any kind is introduced, it must be connected as directed by Landlord, and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the demised premises shall be prescribed by Landlord. Tenant will not, without the written consent of Landlord, connect any apparatus or device, the use of which is not usual and normal for the purposes for which the demised have been leased, which will in any way increase the amount of electricity, water or gas usually furnished or supplied to the premises, or which shall overload the circuits from which Tenant obtains electrical current. All telecommunications and data wiring shall be at Tenant's expense. Cabling contractor for phones and data must be a licensed contractor who will be able to obtain a low voltage permit from the Miami-Dade County before starting work and must have their inspections from the Miami-Dade County on all cable installations jobs. Tenant's contractor shall provide Landlord with a Certificate of Insurance naming Landlord as additional insured. Tenant agrees to remove all telecommunications and data wiring and all cabling at Lease Termination, at Tenant's sole cost and expense, by a licensed contractor and shall provide Landlord with a Certificate of Insurance naming Landlord as additional insured.

20. REPORTING ACCIDENTS: Tenant shall report to Landlord any accident involving personal injury or property damage occurring within demised premises or occurring within the public areas and which is reported to Tenant. Such report to Landlord shall be made without undue delay.

Initials

Landlord

Tenant

21. DRAPERY AND VENETIAN BLINDS: Although no window coverings are permitted in the building, Landlord reserves the right to require blinds of a specific color to be installed at Tenant's expense.

22. LOSS: Landlord will not be responsible for any lost or stolen personal property, including but not limited to equipment, machinery, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

23. KEYS: Upon expiration of this Lease, keys must be returned to the building manager or the leasing office and a receipt obtained by the Tenant. In the event Tenant fails to return keys, Landlord may retain \$50.00 of Tenant's security deposit for necessary locksmith work and administration.

24. PETS: No pets or animals are allowed in or around the premises and environs, with the exception to assist any handicap person.

25. FIREARMS: Other than law enforcement personnel, Tenant and all persons entering the building under the authority of Tenant shall be prohibited from carrying firearms of any kind into the building.

Initials

Landlord

Tenant

ADDENDUM

Attached to and made a part of Lease Agreement dated _____, 2009, by and between Pinnacle Investment Properties, Inc., whose address for purposes hereof is 10720 Caribbean Boulevard, Suite 101, Cutler Bay, Florida 33189, hereinafter called "Landlord" and Town of Cutler Bay, a Florida Municipal Corporation, whose address for purposes herein is 10720 Caribbean Blvd. Ste 425, Miami, Florida 33189, hereinafter called "Tenant".

49. OPTION TO RENEW:

Tenant shall have One (1) One (1) year option to renew the lease upon 90 days prior written notice to Landlord. If Tenant exercises this option to renew, all terms, provisions, covenants and conditions of this lease shall continue in full force and effect.

50. TENANT IMPROVEMENTS:

Tenant agrees to lease the premises in "as is" condition with exception the Landlord, at its sole cost and expense, will paint the premises in the building standard color and replace the existing carpet.

	Initials
_____ Landlord	_____ Tenant

Exhibit "A"

Attached to and made a part of Lease Agreement dated _____, 2009, by and between Pinnacle Investment Properties, Inc., whose address for purposes hereof is 10720 Caribbean Boulevard, Suite 101, Cutler Bay, Florida 33189, hereinafter called "Landlord" and Town of Cutler Bay, a Florida Municipal Corporation, whose address for purposes herein is 10720 Caribbean Blvd., Suite 425, Miami, Florida 33189, hereinafter called "Tenant".

	Initials
_____ Landlord	_____ Tenant

TAB 5

ORDINANCE NO. 09-_____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 08-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2008/2009 FISCAL YEAR BY REVISING THE 2008/2009 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Town of Cutler Bay ("Town") and upon the recommendations of the Town Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2008/2009 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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

Section 1. Findings. The foregoing "Whereas" clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to the Budget. The Town Council hereby authorizes the amendment of Ordinance No. 2008-18, which Ordinance adopted a budget for the 2008/2009 fiscal year, by revising the 2008/2009 budget as set forth on the attached Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2008.

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

WEISS, SEROTA, HELFMAN, PASTORIZA,
COLE & BONISKE, P.L.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

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

TOWN OF CUTLER BAY
2008/2009 Budget Amendment
General Fund

EXHIBIT A

Account #	Description	2008/2009 Adopted Budget	2008/2009 Budget Amendment	2008/2009 Revised Budget
001-514000-3100	Town Attorney - Professional Services	450,000	37,000	487,000
001-521000-3100	Law Enforcement - Professional Services	8,657,000	(37,000)	8,620,000

TAB 6

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE TOWN OF CUTLER BAY, FLORIDA, REGARDING BUDGETING AND RESERVES; REQUIRING THE ESTABLISHMENT OF A RESERVE FUND BALANCE OF 80% OF THE TOWN'S ANNUAL GENERAL FUND BUDGET; PROVIDING FOR REPLENISHMENT OF DEFICITS IN THE RESERVE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council for the Town of Cutler Bay, Florida (the "Town") endorses the continued implementation of sound financial policies, practices and fiscal responsibility; and

WHEREAS, the Town Council has determined that a reserve policy tailored to the particular needs of the Town is the most prudent way to insure against unanticipated events which would adversely affect the financial condition of the Town and jeopardize the continuation of necessary public services; and

WHEREAS, it is essential that the Town Council maintain adequate reserves in its various operating funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns or revenue shortfalls, and (4) provide funds for unforeseen expenditures related to catastrophic and other unscheduled emergencies; and

WHEREAS, the Town Council has not previously had a formally adopted reserve policy and desires by means of this ordinance to adopt a sound financial policy to ensure the town is financially responsible by maintaining a reserve.

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

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS¹:

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

¹ 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. Town Budget Reserve. The Town of Cutler Bay hereby amends the Town Code and creates the Town Budget Reserve, as follows:

TOWN BUDGET RESERVE

Sec. 1. General Fund Reserves.

- (a) The Town hereby establishes that it is the Town's policy that it shall create a reserve fund balance equal to 80% of the total general fund expenditures budget as soon as it is practicable to do so. General Fund expenditures means total departmental expenditures plus transfers out of the General Fund exclusive of the budgeted Reserve accounts. In order to reach this goal, the Town shall provide for the following in each year's annual budget beginning in budget year 2010-2011.
- (b) The Town shall contribute at least \$750,000 per fiscal year until the 80% level is reached.
- (c) The calculation of the percentage reserve specified in Subsection (a) shall be based upon the budget as originally adopted by the Town in September of the applicable fiscal year.
- (d) The reserve shall be in addition to all other contingency funds, reserves or designations of fund balances, including, but not limited to, reservations of uncollected receivables and reservations of funds which have expenditure authority limited to specific purposes.

Sec. 2. Purposes for which Reserve may be used.

- (a) The reserve may be utilized and the fund balance of 80% of the annual budget may be temporarily decreased for any of the following purposes, provided that the fund is replenished at a the rate provided in 1 (b):
 - (1) Unscheduled natural disaster/emergencies;
 - (2) Unanticipated significant capital improvements or infrastructure needs;
 - (3) Unforeseen contingent liabilities;

(4) Acts of God or war; or

(5) For the emergency health, safety and welfare needs of the Town.

Sec. 3. Replenishment of Reserves.

- (a) If in any fiscal year the Town is unable to maintain the 80% reservation of fund balance required by this Ordinance, the Town in the next subsequent fiscal year shall not be entitled to appropriate any portion of the remaining reserve funds until the reserves are replenished to a minimum of 80% of the general fund.
- (b) If, at the end of any fiscal year, the actual amount of unreserved, undesignated fund balance reserves or un-recovered retained earnings falls below the required levels as established, the Town Manager shall prepare and submit a plan for expenditure or expense reductions and/or revenue increases to the Town Council in order to replenish the 80% fund balance reserve.
- (c) As a part of the Town's annual budgeting process, the Town Council shall review the expenditure plan submitted by the Town Manager under Subsection (b) and if necessary amend the plan. After such review the Town Council shall direct the Town Manager to implement the plan as submitted or as amended into the general fund budget for the following fiscal years.
- (d) Any deficit in the required reserve amount must be restored no later than the end of the second fiscal year following its occurrence.

Sec. 4. Utilization of Surplus Reserves.

In the event that the fund balance exceeds the minimum reserve established under this Ordinance, the excess funds may be utilized for any lawful purpose.

Sec. 5. Long-Term Debt Service.

- (a) In the event that the Town issues long-term debt service obligations, the minimum reserve amount shall be increased to 85% of the general fund expenditure budget. This increase shall be implemented no later than October 1 of the fiscal year following issuance of the debt.

- (b) All references in this ordinance to the 80% reserve shall be modified to reflect the 85% level for the time period that such long-term debt service obligations are outstanding.
- (c) In the event, that all long-term debt has been repaid, the reserve amount shall be reduced to 80% until new long-term debt is issued by the Town.

For purposes of this Ordinance, long-term debt shall mean obligations financed with a one year or more repayment schedule.

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 7

ORDINANCE NO. 09-_____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
ESTABLISHING THE CANDIDATE QUALIFYING
PERIOD OF THE 2010 MUNICIPAL GENERAL
ELECTION; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Charter of the Town of Cutler Bay (the "Town"), Florida Statutes and federal law set forth the proper procedures and guidelines for the conduct of elections; and

WHEREAS, it is necessary to establish the qualifying period for the municipal general election to be held in the Town of Cutler Bay in 2010 for the purpose of electing qualified candidates to fill the vacancies of Mayor, Seats 1 and 3;

WHEREAS, in accordance with Section 2.4 of the Town Charter, the Town may modify any aspect of the qualifying period for an election by ordinance if such modification is necessary in order to accommodate a request by the Miami-Dade County Supervisor of Elections office, and

WHEREAS, the Miami-Dade County Supervisor of Elections office has requested that the Town modify its qualifying period for the 2010 election in order to help facilitate the efficient and orderly conduct of that election.

NOW THEREFORE, IT IS HEREBY ORDAINED BY 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. Qualifying Period. The candidate qualifying period will begin at 12:00 p.m. on August 5, 2010 and end at 12:00 p.m. on August 19, 2010.

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. 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 8



Community Development Department

David Hennis, AICP
Community Development Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David G. Hennis, Community Development Director

Date: October 9, 2009

Re: Temporary Outdoor Sales Amendment

The attached amendment to Chapter 33 of the Town Code of Ordinances, allows temporary outdoor sale of trees and fireworks associated with holidays in December, New Years Day, and Independence Day. Presently these activities are not permitted. Adoption of the amendment allows temporary siting and sale of such products in non-residential zoning districts, a maximum of 20 days prior to the holiday. The amendment incorporates limitations on hours of operation, types of display, signage, necessary permits, and when the use must be removed.

The permit will be issued by town staff when in compliance with these requirements. An application will not be considered for property with pending code enforcement liens. Town staff believes that these regulations will provide the necessary safeguards to help mitigate the impacts of these uses on the community.

RECOMMENDATION

Approval.

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING SECTION 33-39.4 ENTITLED “TEMPORARY OUTDOOR SALES” OF THE TOWN CODE OF ORDINANCES TO PERMIT CERTAIN TEMPORARY OUTDOOR SALES WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) staff finds it necessary regulate temporary outdoor sales within the Town in order to provide appropriate safeguards for the community; and

WHEREAS, the Town staff recommends approval of the proposed Ordinance in their staff report dated October __, 2009; and

WHEREAS, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval; and

WHEREAS, the Town Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

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

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment of Chapter 33. The Town Council of the Town of Cutler Bay hereby amends Chapter 33 “Zoning” of the Town Code of Ordinances as follows¹:

Section 33-39.4 Temporary Outdoor Sales

Temporary outdoor sale of trees and fireworks associated with holidays in December, New Years Day, and Independence Day, are permitted in non-residential zoning districts upon the issuance of a Temporary Use Permit. The Temporary Use Permit allows temporary siting and sale of such products a maximum of 20 days prior to the actual holiday. The Temporary Use Permit shall expire and the use shall be removed by the 3rd day following the holiday. Trucks, trailers and flat beds are not permitted on the site except for short-term delivery of the products. In addition to the Director, the application shall be reviewed by the Building Department, County Department of Environmental Resources Management (DERM), and the Fire Department to determine if any additional permits or conditions of the Permit shall be required.

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

The Applicant shall provide written authorization from the property owner along with evidence of adequate on-site parking which safely manages the parking needs of the temporary use in association with existing site activities. Any and all activity shall operate only between the hours of 10 am and 10 pm and shall be of a non-permanent nature. The use is allowed one 24-square foot non-illuminated temporary sign.

No application will be considered for a property or Applicant that is the subject of a pending code enforcement action or lien.

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 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 Vrooman _____

Vice Mayor Edward MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

TAB 9



Community Development Department

David Hennis
Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David Hennis, Community Development Director

Date: August 10, 2009

Re: Technical Memorandum on the Methods Use to Establish Impact Fees for the Town of Cutler Bay

The attached Technical Memorandum establishes the legal basis for adopting an impact fee structure for roads, police, fire/rescue, parks, and public buildings. The Town retained the services of James C. Nicholas, PhD, to develop the methodology which will provide a source of committed funding for roadway improvements, police, fire/rescue, parks, and public buildings necessitated by future growth.

Impact fees are a total or partial payment of the additional infrastructure cost necessary as a result of new development. Impact fees are tailored to address the infrastructure needs of new growth at the local level. As a result, impact fee calculations generally vary from jurisdiction to jurisdiction and from fee to fee. Impact fees also vary extensively depending on local costs, capacity needs, resources and interest in charging the full cost of the fees for an earmarked purpose.

In Florida, impact fees are an outgrowth of local governments home rule powers to provide certain services within their jurisdictions. Impact fee structures in Florida must flow from the establishment of a nexus between new development and the need to expand infrastructure. The resulting impact fees may be no more than a pro rata share of the reasonably anticipated cost of expanding the infrastructure.

The attached report draws upon information within the Growth Management Plan to indicate that additional infrastructure and public safety capital facilities are required to accommodate new development. The report, which is based upon the most recent and localized data, establishes a fair and reasonable methodology to calculate the impact fees to address the specific needs of new development in the Town. In the absence of a Statewide impact fee model, the methodology presented follows the most recent guidelines put forth by the State and the courts to draft an impact fee structure that will best serve the future infrastructure needs that future growth will demand within the Town.

The following chart represents the pro rata shares of reasonably anticipated costs of expansion to meet the needs of new development in Cutler Bay. Comparatively, the fee is 45% **lower** than

the County impact fee for a single family home; 83% **lower** than the County impact fee for a 75,000 SF office; and 64% **lower** than the County impact fee for a 75,000 SF retail store.

TABLE VII-1

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Residential per FT ²	\$0.13	\$0.05	\$0.16	\$0.10	\$0.86	\$1.30
Non-Residential per FT ²						
Commercial	\$0.42	\$0.05	\$0.16	\$0.10	\$0.00	\$0.73
Office	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Industrial	\$0.09	\$0.05	\$0.16	\$0.10	\$0.00	\$0.40
Institutional	\$0.20	\$0.05	\$0.16	\$0.10	\$0.00	\$0.51
Governmental	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Hotel/Motel	\$0.16	\$0.05	\$0.16	\$0.10	\$0.43	\$0.90

TOWN STAFF RECOMMENDATION:

Approval.



ORDINANCE NO. 09- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING ROADS, POLICE, FIRE/RESCUE, PUBLIC BUILDINGS, AND PARKS IMPACT FEES; REPEALING CHAPTER 33H PARK IMPACT FEE ORDINANCE; REPEALING CHAPTER 33I POLICE SERVICES IMPACT FEE ORDINANCE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:

Section 1. Adoption of Impact fees. The Town Council of the Town of Cutler Bay hereby amends the Town Code of Ordinances as follows¹:

A. Findings.

The Town Council makes the following findings in support of the creation of this Ordinance and the adoption and imposition of roads, police, fire/rescue, public buildings, and parks impact fees:

- (1) New development and growth in the Town can add to and help maintain the quality of life in the Town under a balanced growth management program.
- (2) Effective growth management is promoted when adequate public facilities are available to serve new growth coincident with the impacts of that growth.
- (3) The Town Council has caused an impact fee report, based upon the most recent and localized data, in support of the impact fee ordinance to be completed and submitted to the Town.
- (4) As set forth in the impact fee report:
 - a. New development should assume a fair share of the cost of providing adequate roads, police, fire/rescue, public buildings, and parks impact fees.
 - b. Impact fees are an equitable and appropriate means to help finance the capital costs of additional and expanded facilities needed to serve new development.
- (5) The implementation of roads, police, fire/rescue, public buildings, and parks impact fees, that requires new development to contribute its fair share of the cost of capital improvements

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

necessitated by growth caused by such development, promotes the general welfare of all Town residents.

(6) The provision of roads, police, fire/rescue, public buildings, and parks facilities which are adequate for the needs of growth caused by new development promotes the general welfare of all Town residents and constitutes a public purpose.

(7) The imposition of roads, police, fire/rescue, public buildings, and parks impact fees, that requires new development to contribute its fair share of the cost of required capital improvements, serves as a regulatory tool that promotes the timing and management of growth in the Town.

(8) Ad valorem tax revenue and other revenues will not be sufficient to provide the additional capital improvements for the roads, police, fire/rescue, public buildings, and parks facilities which are necessary to accommodate new development.

(9) The impact fee report provides an adequate and lawful basis for the adoption and imposition of roads, police, fire/rescue, public buildings, and parks facilities impact fees in accordance with this Ordinance.

B. Established.

As a condition of the issuance of a building permit for new development, the person, firm or corporation who or which has applied for the building permit shall pay to the Town, the roads, police, fire/rescue, public buildings, and parks impact fees as set forth in the provisions of this Ordinance.

C. Definitions.

For the purpose of this Ordinance, certain terms and words are defined. Additionally, words used in the present tense shall include the future; the singular number shall include the plural, and the plural the singular:

Building permit shall mean a permit issued by the building official for the construction, enlargement, alteration, modification, repair, movement, demolition, or change in the occupancy of a building or structure.

Capital improvements shall mean physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale, high in cost, and have an estimated useful life in excess of one year. The cost of a capital improvement is generally nonrecurring and may require multiyear financing.

Feepayer shall mean any person, firm, or corporation intending to commence new development and, during the life of the development, applies for the issuance of a building permit.

Impact fee report shall mean the Technical Memorandum on the Methods Used to Establish Road, Public Safety, Park, and Public Buildings Impact fees for the Town of Cutler Bay prepared by James C. Nicholas, Ph.D., dated August 7, 2009, which establishes the basis for the fair share of capital facilities costs attributable to new development based upon standard and appropriate methodologies, and a copy of which is attached to and incorporated by reference into this Ordinance.

New development shall mean the carrying out of any building activity or the making of any material change in the use or appearance of any building or structure or land, which results in an additional impact or demand on roads, police, fire/rescue, public buildings, and parks facilities.

D. Imposition of fees.

There is assessed, charged, imposed, and enacted roads, police, fire/rescue, public buildings, and parks impact fees on all new development occurring within the Town. These fees will be assessed, charged, or imposed in accordance with the fee schedule provided below:

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Residential per FT ²	\$0.13	\$0.05	\$0.16	\$0.10	\$0.86	\$1.30
Non-Residential per FT ²						
Commercial	\$0.42	\$0.05	\$0.16	\$0.10	\$0.00	\$0.73
Office	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Industrial	\$0.09	\$0.05	\$0.16	\$0.10	\$0.00	\$0.40
Institutional	\$0.20	\$0.05	\$0.16	\$0.10	\$0.00	\$0.51
Governmental	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Hotel/Motel	\$0.16	\$0.05	\$0.16	\$0.10	\$0.43	\$0.90

E. Payment.

The impact fees shall be paid to the Town by the feepayer at the time the building permit is issued.

F. Disposition of fees.

All fees collected by virtue of this Ordinance and any interest earned on them shall be deposited in five (5) special and separate trust accounts to be designated, “roads impact fees account,” “police impact fees account,” “fire/rescue impact fees account,” “public buildings impact fees account,” and “parks impact fees account,” respectively. Funds from these accounts may be expended for land acquisition for the respective facilities. Funds from these accounts may also be expended for the construction of capital improvements for the respective Town roads, police, fire/rescue, public buildings, and parks impact fees facilities, and the remodeling or enlargement of existing facilities and the equipping of same, all of which being necessitated by the impact of new construction and additional population. However, funds withdrawn from an account must be expended on the specific facilities for which the fees were collected.

In addition to the foregoing, funds from these accounts may be expended for retirement of loans and/or bonds that may be issued to finance the capital improvements herein contemplated. Furthermore, these funds may be expended for architectural, engineering, legal and other professional fees and expenses related to capital improvements. However, the Town shall not expend funds from any of these accounts for maintenance, repairs, salaries, or other noncapital or noncapital-related items. Each and every expenditure of funds from these accounts shall be authorized by the Town Manager.

G. Reporting, Collections, and Audits.

The Town's Finance Director shall keep an accurate accounting and reporting of impact fee collections and expenditures within the Town. The Town shall retain up to 3% of the impact fees collected to offset the costs of collecting the impact fees and administering the provisions of this Ordinance. Audits of the Town's financial statements which are performed by a certified public accountant pursuant to Section 218.39, F.S, as amended, that are submitted to the Auditor General must include an affidavit signed by the Finance Director stating that the Town has complied with Section 163.31801, F.S. as amended.

H. Refunds.

(1) Upon application of the property owner, the Town shall refund that portion of any impact fee which has been on deposit over six (6) years and which is unexpended and uncommitted, except as described in subsection (b) of this section. The refund shall be made to the then-current owner or owners of lots or units of the development project or projects.

(2) If fees in any impact fee account are unexpended or uncommitted during the sixth year, the fees are exempt from subsection (a) of this section if the Town Council makes the following findings:

(a) A need for the capital improvement still exists;

(b) The fees will be used for an identified purpose within two (2) years; and

(c) The purpose for which the fees will be used is substantially similar to the purpose for which the fees were collected.

(3) The Town may refund by direct payment, by offsetting the refund against other impact fees due for development projects by the owner on the same or other property, or otherwise by agreement with the owner.

Section 2. Repeal of Chapter 33H Park Impact Fee Ordinance. The Town Council hereby repeals Chapter 33H Park Impact Fee Ordinance of the Town Code of Ordinances in its entirety.

Section 3. Repeal of Chapter 33I Police Services Impact Fee Ordinance. The Town Council hereby repeals Chapter 33I Police Services Impact Fee Ordinance in its entirety.

Section 4. 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 5. 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 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 re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 7. Effective Date. This Ordinance shall become effective 90 days from the date of the first advertisement of this Ordinance.

PASSED on first reading this 19th day of August, 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 _____

Technical Memorandum on the Methods Used to Establish Road, Public Safety, Park, and Public Buildings Impact fees for the Town of Cutler Bay

Prepared by

James C. Nicholas, PhD
Final Report
August 7, 2009

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I. INTRODUCTION

Florida prohibits the taxation of personal incomes and exerts all efforts to keep the taxes that are imposed as low as possible. At the same time Florida has been very rapidly growing, adding an average of 300,000 new people each year up until the present recession. While being quite young as a municipality, Cutler Bay has been growing at an average of over 1,300 persons per year since the 2000 census.¹ Growth in population and economic activity also require growth in infrastructure investment. The dilemma here is that the money to pay for these investments, if it comes at all, comes in after the improvement is needed. This results in an ever increasing backlog, with its associated congestion, or ever increasing tax burdens. The impact fee was turned to in order to address this dilemma.

While there is impact fee legislation in Florida, there is no general enabling act that sets standards for impact fees. Rather, impact fees evolved through the courts, ultimately being recognized as being within a local government's home rule authority. This method of evolution was perhaps the only option since Florida cities and counties were exploring new issues of governance and government finance following the adoption of the new constitution in 1968. The body of law that came out of this evolutionary process clearly established that:

- Impact Fees are permissible;
- Impact fees cannot exceed a pro rata share of the reasonably anticipated cost of expanding facilities required to serve new development;
- Impact fees cannot be imposed or structured to benefit or provide a "windfall" to existing residents;
- Impact fees must satisfy the dual rational nexus between the need for facility improvements and new development; and
- Local governments are required to show that developments paying impact fees will receive benefit from the expenditure of those fees.

The courts, beginning with *Contractors and Builders Association of Pinellas County v City Of Dunedin*, 329 So. 2d 314 (Fla. 1976), dealt first with the conditions under which impact fees may be utilized and then with the amounts that may be charged as impact fees. In *Dunedin* the Florida Supreme Court wrote:

Raising expansion capital by setting connection charges, which do not exceed a pro rata share of reasonably anticipated costs of expansion, is permissible where expansion is reasonably required, if use of the money collected is limited to meeting the costs of expansion. Users who benefit especially, not from the maintenance of the system, but by the extension of the system . . . should bear the cost of that extension. (citations *omitted*)

¹ Cutler Bay, Comprehensive Plan, Future Lane Use, page 16;

The *Dunedin* court also makes clear that such charges, impact fees, are not unlimited. Extending their rationale:

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

New users can only be held responsible for the costs attributable to new use and not for other costs, especially any charge that would yield a “windfall” to the existing community.

Dunedin was a case involving a municipally owned water and sewer utility. It fell to *Hollywood Inc. v Broward County*, 431 So.2d 606 (Fla. 4th DCA 1983) to deal with the application of the *Dunedin* logic to parks, the facility that the cities of Gulf Breeze, Maitland and Hollywood unsuccessfully tried to fund with development charges. In *Hollywood Inc.* the court wrote:

[w]e discern the general legal principle that reasonable dedication or impact fee requirements are permissible so long as they offset needs sufficiently attributable to the subdivision and so long as the funds collected are sufficiently earmarked for the substantial benefit of the subdivision residents. In order to satisfy these requirements, the local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for use in acquiring capital facilities to benefit the new residents.

The *Hollywood Inc.* Court provides the principles of the Dual Rational Nexus Test. Specifically, that:

- The local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth generated by the development being charged the impact fees, and
- The government must specifically earmark the funds collected for use in acquiring capital facilities to benefit the development charged the impact fees.

The paramount issue with respect to impact fees is nexus. The local government must demonstrate that there is a nexus between new development and the need to expand infrastructure. This is to be accomplished in the consultant’s report. The second crucial issue is the identification of a pro rata share of the cost of expanding that infrastructure. This too is to be accomplished in the consultant’s report.

During the 2006 session, an act was passed in Florida that dealt with impact fees.² The only portions of this act that deal with the calculation of impact fees are the requirements that amount of impact fees be based on the most recent and localized data.

Impact fees in Florida must flow from the establishment of a nexus between new development and the need to expand infrastructure. This nexus is drawn from a community's comprehensive plan. The resulting impact fees may be no more than a pro rata share of the reasonably anticipated cost of expanding that infrastructure. Additionally, the calculation of impact fees must use the most recent and localized data.

The impact fees for Cutler Bay are set out in the body of this report. This report draws upon Cutler Bay data and plans to show that public capital improvements are needed in order to accommodate new development. As such, all items are localized to Cutler Bay. This report presents the need for improvements to Cutler Bay public facilities and the costs of those facility improvements on a per unit basis. These facility needs and costs set out herein are based upon 2008 plans for Cutler Bay, thus these data are the most recent.

The formulas for impact fees and all of the data used are contained in this memorandum. Florida law requires a demonstration that costs imposed as impact fees not exceed a *pro rata* share of the cost of road improvements in Cutler Bay. This demonstration is set out in this memorandum.

The resulting net costs shown in this report are the *pro rata* share of reasonably anticipated costs of improving Cutler Bay's public facilities to accommodate new development. They can be adopted as impact fees. These are the maximum amounts that the Town Council could adopt fees as impact fees.

² "The Florida Impact Fee Act," 163.31801, Florida Statutes.

II. DEMOGRAPHICS

The Town of Cutler Bay was recently incorporated, so there is little demographic history. The Town has provided some historic demographic data for the unincorporated area that was to become Cutler Bay before it was incorporated, and projections for the town to 2020. These data are shown in Table II-1.

**Table II-1
HOUSING AND POPULATION PROJECTIONS
TOWN OF CUTLER BAY**

	Housing Units	House Holds	Household Population	Total Population
2000	10,718	10,350	29,706	30,300
2004	11,291	10,904	31,294	31,920
2006	13,155	12,563	36,056	36,777
2007	14,112	13,548	38,881	39,659
2008	14,535	13,959	40,061	41,579
2009	14,972	14,383	41,278	42,481
2010	15,421	14,819	42,531	43,382
2011	15,937	15,315	43,855	44,834
2015	17,932	17,232	49,457	50,446
2020	22,793	22,223	59,114	60,296

SOURCE: Cutler Bay, Comprehensive Plan, Future Land Use, page 16; and University of Florida, Bureau of Economic and Business Research, November 2008.

NOTE: Data for 2009 are interpolated.

Due to the current economic recession it is possible that the Town may not achieve the magnitudes shown at the dates projected. However, the history of Florida has shown that economic recessions result in postponement of growth and not cessation. The projections in Table II-1 are used only for the purpose of estimating the 2009 population of Cutler Bay.

Table II-2 shows the heated or air conditioned floor area by land use for Cutler Bay. The data for 2008 are from the Miami-Dade County tax rolls. The data for 2009 and 2020 were projected by increasing all floor areas in the same proportion that dwelling units are expected to increase, as shown in Table II-1.

**Table II-2
LAND USE IN CUTLER BAY**

	2008	2009	2020
Population	41,579	42,481	60,296
Dwelling Units	14,535	14,972	22,793
	Floor Area (FT)		
Residential	25,160,112	25,915,152	39,453,388
Commercial	2,634,921	2,692,050	3,821,044
Office	321,259	328,224	465,875
Industrial	10,569	10,798	15,327
Institutional	1,054,332	1,077,192	1,528,945
Governmental	73,521	75,115	106,617
Hotel/Motel	121,214	123,842	175,779
Total	29,375,928	30,222,374	45,566,975

SOURCE: Town of Cutler Bay, from Miami-Dade County Property Appraiser, January 2009, and Table II-1.

III. ROAD IMPACT FEES

A. Formula

The formula for calculating the proposed road impact fees is:

1. $\text{Attributable VMT} = \text{Trip Generation} * \text{Length of Trips} * \% \text{ New} * \frac{1}{2} * \% \text{ in Cutler Bay}$
2. $\text{Road Cost per VMT} = \text{Road Capacity Expansion costs} / \text{VMT in Cutler Bay}$
5. $\text{Attributable Cost} = \text{Attributable VMT} * \text{Road Cost per VMT}$

(VMT is an acronym for Vehicular Mile of Travel.)

This report will explain this formula and show how the data entered are derived.

B. Data and Parameters

The data presented in Tables III-1, III-2, III-3 & III-4 are the data and parameters used in calculating traffic impact on the Cutler Bay road system. The sources are listed. The formula for calculation was set out above. This section discussed the data and calculations.

VEHICULAR MILES OF TRAVEL – System. The total travel on roadways within the Town is set out in the Town of Cutler Bay, Comprehensive Plan, page T-15. The system-wide vehicular miles of travel within Cutler Bay for 2007 is 137,665 and it is projected to be 153,040 per day by 2020. This volume is on all roads, not just those maintained by the Town.

VEHICULAR MILES OF TRAVEL – Individual Land Use. The relevant travel, measured as vehicular miles of travel per day (VMT) by land use type and residential unit, is calculated by multiplying the number of trip ends (representing a start-to-finish vehicular journey from point A to point B, each of these being an “end”) per 24-hour day (ADT) by the average trip length, and then multiplying this product by the percentage of new trips.

The product is then reduced by one-half to adjust the number of trip ends to the number of travel trips (a travel trip, say from home to work, would have two ends, one leaving home and one arriving at work). This reduction is to correct for over-counting. Such over-counting is due to the fact that impact fees would be charged to both attractors and generators of traffic (or both ends of the travel trip).

Another adjustment is needed to fit the data to Cutler Bay. Much of the vehicular travel that begins in Cutler Bay ends elsewhere and much of the travel ending in Cutler Bay began elsewhere. Therefore it is necessary to adjust travel to Cutler Bay conditions. This is done by dividing vehicular travel in Cutler Bay by the total residential and business travel beginning or ending in Cutler Bay. The result is travel per unit of development within Cutler Bay.

The individual factors in this formula and their sources are:

TRIP GENERATION RATE. The Average Daily Travel (ADT), in trip ends per day, is taken from *Trip Generation*, (7th Ed), 2003, published by the Institute of Transportation Engineers (ITE). Note should be taken of the fact that two different editions of the ITE's *Trip Generation* are used, the 6th and the 7th. These two editions are used because various editions address particular items of relevance to this study and some of these items addressed in the 6th Edition are not re-addressed in the 7th Edition. The trip generation rates are to be found in Table III-6.

PERCENT NEW TRIPS. Many land uses, while attracting traffic, generate little, if any, new traffic (other than attracting existing traffic to a particular location). There are several reasons for this situation. First, the multiple purpose trips will tend to attract traffic to particular locations while generating little if any additional travel. Second, the capturing of existing trips, such as stopping for a quart of milk on the way home from work will result in little if any additional travel. Third, diverting a trip that already existed, such as taking the long way home from work to shop, will place limited new travel on the road system. Take, for example, the convenience store and the service (gas) station. The typical visits to these establishments, especially during the peak hour, are made by individuals who are going elsewhere such as home or work. An example may help. Let there be an individual driving from work to home (which would be two trip ends), a distance of 8 miles. Assume that this individual stops at the day care center to pick up a child, a convenience store to get milk and a service station for gasoline. How many trips have been made? According to the standard methodology of transportation engineering, a total of 8 trips have been made:

- leaving work
- entering the day care center
- leaving the day care center
- entering the convenience store
- leaving the convenience store
- entering the service station
- leaving the service station
- arriving home.

If we were to apply an average trip length of 5 miles to these trips, the result would be 40 miles, a vast overstatement of actual travel. This overstatement is corrected in two ways. First, to deduct, by a percentage reduction factor (% NEW TRIPS), for trips to particular land uses that do not place additional travel on the roads and, second, to adjust the trip lengths for non-residential land uses which more accurately reflect the travel patterns of individuals visiting those sites. The first, % NEW TRIPS, is set out in Table III-6 and used in Table III-8. The second, adjusted trip lengths, are included in Table III-8. The % NEW TRIPS is, ultimately, a professional judgment. Such judgments, however, are based upon several articles in the "ITE Journal" and specifically upon the "pass by" analysis set out in the 6th edition of the ITE's *Trip Generation* and Chapter 5 of *Trip Generation Handbook*, 2001, published by the Institute of Transportation Engineers.

AVERAGE TRIP LENGTHS. The trip lengths shown in Table III-7 are derived from the National Household Transportation Survey.³ These national studies are localized to Cutler Bay conditions, where it is expected that trip lengths will be shorter. The relative trip length, in Table III-7, will be used instead of the absolute trip length.

TOTAL AND ADJUSTED VEHICULAR MILES OF TRAVEL. Table III-10 calculates the total vehicular miles of travel for all developments in Cutler Bay. Table III-10 shows total travel within Cutler Bay and presents that travel in terms of the developments that were the source of the travel and also the travel per unit of development. Simple multiplication of trip rates by trip lengths tends to overestimate vehicular miles of travel. Therefore it is necessary to adjust VMT, which is shown in Table III-11. Table III-12 calculates adjusted VMT per unit of development.

ROAD CAPACITY EXPANSION COST PER VEHICULAR MILE OF TRAVEL. This is the road capacity expansion cost as set out in the Transportation Master Plan, pages 138-142. Cost per unit of travel is the total capacity expansion cost divided by the additional miles of travel (from Table III-1) to get road cost per unit of travel. This is found in Table III-4.

ROAD COST PER UNIT OF DEVELOPMENT. The cost per unit of development, which is the basis for any road impact fee, is the cost per unit of travel, Table III-4, times the Adjusted VMT per unit, Table III-12. This result is shown in Table III-13.

³ US Dept of Transportation, Bureau of Transportation Statistics, National Household Transportation Survey, 2001, www.bts.gov/programs/national_household_travel_survey/.

C. Existing Conditions

The Town currently has 46.84 lane-miles of roads within its boundaries. Table III-1 shows the usage of these roads for 2007, 2009, and 2015.

**Table III-1
TRAFFIC VOLUMES
TOWN OF CUTLER BAY**

Daily Traffic Volumes 2007	137,665
Daily Traffic Volumes 2009	141,893
Daily Traffic Volumes 2015	153,040

Town of Cutler Bay, Comprehensive Plan, page T-15.
NOTE: 2009 is interpolated.

The usage of these roadways per lane-mile is shown in Table III-2. As roadway usage increases there are needed improvements to the capacity of the roadway system. The Town has established Level of Service “D” as the adopted standard for Cutler Bay roadways.

**Table III-2
ROAD USAGE PER LANE-MILE**

Lane-Miles of Roadway	46.84
Daily Traffic Volume	
2007	137,665
2009	141,893
2015	153,040
Traffic per Lane-Mile	
2007	2,939
2009	3,029
2015	3,267

SOURCE: Tables 1 and 2.

Table III-4 shows the capacity expansions to Town maintained roads that are established in the Town’s Transportation Master Plan, pages 138-142.

**Table III-4
ROAD CAPACITY EXPANSIONS AND COSTS
TOWN OF CUTLER BAY**

Project Name	Planning	Design	Construction	Total
Signal Progression Analysis	\$130,000	NA	NA	\$130,000
Cutler Ridge Drive / Franjo Intersection Operation Analysis	\$8,500	NA	NA	\$8,500
Intersection Realignment on Caribbean	\$15,000	NA	NA	\$15,000
Add turn lanes at intersections south of Franjo	\$30,000	\$50,000	\$420,000	\$500,000
Total				\$653,500
New Vehicular Miles of Travel				11,147
Cost per VMT				\$58.63

SOURCE: Town of Cutler Bay, Transportation Master Plan, page 138-142.

D. Traffic Generation

Traffic to and from a particular site is determined by the number of vehicular trips per unit of development, either per day or per hour, the Trip Generation Rate, multiplied by the magnitude of the development at the site. For example, residences generate 8.86 vehicular trips per day. A development with 100 residential units would then generate an estimated 886 vehicular trips per day. Most of this report will deal with a single unit of development, which will be 1,000 square feet of residential or non-residential floor area.

1. Trip Generation

Table III-5 shows the land uses within the Town and their magnitude in terms of square feet of heated or air conditioned floor area. The trip generation rates are from the Institute for Transportation Engineers (ITE). These rates are the total vehicular movements into or out of a site during a week-day 24-hour period. Because these trips are average daily trips, both entering and leaving a site, they will have to be reduced to 50% when total travel is being projected. The trip

**Table III-5
LAND USE IN CUTLER BAY AND TRIP GENERATION**

	Units	Trip Rate
Residential:		
Dwelling Units	14,972	8.86
Residential Floor Area in Thousands of Square Feet	25,926	5.11
Floor Area per Unit	1.732	
Non-Residential Floor Area in Thousands of Square Feet		
Commercial	2,715	42.94
Office	331	11.01
Industrial	11	5.25
Institutional	1,086	17.57
Governmental	76	13.00
Hotel/Motel	125	6.90

SOURCES: Institute of Transportation Engineers (ITE), Trip Generation, 7th Edition, 2003; ITE, Trip Generation Handbook, 6th Edition, 1997, Chapter 5; Town of Cutler Bay, from Miami-Dade County Property Appraiser, January 2009.

..
generation rate for residential per 1,000 square feet is the result of multiplying the average residential trip rate, 8.86, by the number of dwelling units, 14,972, and then dividing by the thousands of square feet of residential floor area, 25,926:

Residential Trip Rate	8.86
Residential Units	14,972
Residential Trips	132,612
Residential Floor Area	25,926
Residential Trips per 1,000 feet	5.11

2. New Trips

Many vehicles going to non-residential sites were already on the road and passing by. Many others were existing trips, but diverted in order to visit a particular site. Stopping off on the way home from work to shop, or bank are examples of this phenomena. This means that non-residential trip generation rates must be adjusted for these “pass-by” trips in order to have a fair representation of their impacts on the road system. Data from the ITE suggest that approximately one-half of the shopping trips are pass-by trips. Applying these data to all non-residential land uses yields the percentages of new trips shown in Table III-6.

**Table III-6
PER CENT NEW TRIPS**

	Trip Rate	% New Trips
Residential:		
Per Dwelling Unit	8.86	100.0%
Per 1,000 FT ² of Floor Area	5.11	100.0%
Non-Residential Floor Area in Thousands of Square Feet		
Commercial	42.94	50.0%
Office	11.01	60.0%
Industrial	5.25	70.0%
Institutional	17.57	50.0%
Governmental	13.00	50.0%
Hotel/Motel	6.90	85.0%

SOURCES: Table 5 and ITE, Trip Generation Handbook, 6th Edition, 1997, Chapter 5.

3. Trip Lengths

Absolute and relative vehicular trip lengths are shown in Table III-7. The relative trip length is the length by trip purpose divided by the average trip length. The base data for the lengths used in Cutler Bay are nationwide norms as reported by the US Department of Transportation. Because trip lengths will vary by location, the relative trip length will be used for Cutler Bay. National travel data have thusly been localized to Cutler Bay.

**Table III-7
ABSOLUTE AND RELATIVE VEHICULAR TRIP LENGTHS
BY TRIP PURPOSE**

Trip Purpose	Trip Length (Miles)	
	Average	Relative
All Purposes	9.87	1.00
To or From Work	12.08	1.22
Shopping	6.74	0.68
Other Fam. & Personal Business	7.45	0.75
Social and Recreational	11.91	1.21

SOURCE: P. Hu and T. Reuscher, 2001 National Household Travel Survey: Summary of Trends, Federal Highway Administration, December 2004, page 16.

**Table III-8
TRIP LENGTHS BY LAND USE**

Residential	Units	Trip Rate	% New Trips	Relative Trip Length
Dwelling Units	14,972	8.86	100.0%	1.00
Floor Area in Thousands of Square Feet	25,915	5.12	100.0%	1.00
Floor Area per Unit	1.731			
Non-Residential Floor Area in Thousands of Square Feet				
Commercial	2,692	42.94	50.0%	0.75
Office	328	11.01	60.0%	0.99
Industrial	11	5.25	70.0%	0.99
Institutional	1,077	17.57	50.0%	0.87
Governmental	75	13.00	50.0%	0.99
Hotel/Motel	124	6.90	85.0%	1.03

SOURCES: Tables III-5, III-6, and III-7.

Table III-9 shows how the relative trip lengths by land uses were calculated.

**Table III-9
RELATIVE TRIP FACTORS**

	All	Work	Shopping	Other
Residential	100%			
Commercial		10%	70%	20%
Office	33%	33%		33%
Industrial		50%		50%
Institutional		25%		75%
Governmental	33%	33%		33%
Hotel/Motel	50%	20%	15%	15%

4. Vehicular Miles of Travel or Traffic

Multiplying the trip generation rate by the percent new trips, by the relative trip length and then dividing by 2⁴ yields unadjusted vehicular miles of travel.

**Table III-10
VEHICULAR MILES OF TRAVEL**

Residential	Units	Trip Rate	% New Trips	Relative Trip Length	VMT
Dwelling Units	14,972	8.86	100.0%	1.00	66,306
Floor Area in Thousands of Square Feet	25,915	5.12	100.0%	1.00	66,306
Floor Area per Unit	1.731				
Non-Residential Floor Area in Thousands of Square Feet					
Commercial	2,692	42.94	50.0%	0.75	21,714
Office	328	11.01	60.0%	0.99	1,076
Industrial	11	5.25	70.0%	0.99	20
Institutional	1,077	17.57	50.0%	0.87	4,126
Governmental	75	13.00	50.0%	0.99	242
Hotel/Motel	124	6.90	85.0%	1.03	374
TOTALS					159,790

The travel or traffic of concern is that occurring within the Town of Cutler Bay. The mathematical calculation in Table III-10 shows 159,790 miles of travel per day by all persons within Cutler Bay. Table III-1, above, showed an estimated 141,893 miles of travel on Cutler Bay arterial and collector roads. Therefore it is necessary to adjust the VMT in Table III-10 downward to fit with Cutler Bay conditions. This is done in Table III-11. The sum of the adjusted VMT by land use is equal to the total projected VMT in Cutler Bay.

⁴ To correct for counting both entrances and exists in the trip generation rate.

**Table III-11
ADJUSTED VEHICULAR MILES OF TRAVEL
TOWN OF CUTLER BAY**

Residential	Trip Rate	% New Trips	Relative Trip Length	VMT	VMT Adjusted
Dwelling Units	14,972	8.86	100.0%	1.00	58,879
Floor Area in Thousands of Square Feet	25,915	5.12	100.0%	1.00	58,879
Non-Residential Floor Area in Thousands of Square Feet					
Commercial	2,692	42.94	50.0%	0.75	19,282
Office	328	11.01	60.0%	0.99	956
Industrial	11	5.25	70.0%	0.99	17
Institutional	1,077	17.57	50.0%	0.87	3,664
Governmental	75	13.00	50.0%	0.99	215
Hotel/Motel	124	6.90	85.0%	1.03	332
TOTALS					141,893

E. Impact Cost

The Town of Cutler Bay received \$664,817 in motor fuel tax allocations.⁵ These funds must be used for transportation purposes, including constructing and maintaining roadways within Cutler Bay. These funds are committed to the maintenance of existing roads and are not available to finance capacity expansions.

Traffic per unit is calculated by dividing the adjusted VMT by the number of units.

**Table III-12
VEHICULAR MILES OF TRAVEL PER UNIT
TOWN OF CUTLER BAY**

Residential	Trip Rate	% New Trips	Relative Trip Length	VMT	VMT Adjusted	VMT per Unit
Dwelling Units	8.86	100.0%	1.00	66,306	58,879	
Floor Area in 1k FT ²	5.12	100.0%	1.00	66,306	58,879	2.27
Non-Residential Floor Area in Thousands of Square Feet						
Commercial	42.94	50.0%	0.75	21,714	19,282	7.16
Office	11.01	60.0%	0.99	1,076	956	2.91
Industrial	5.25	70.0%	0.99	20	17	1.61
Institutional	17.57	50.0%	0.87	4,126	3,664	3.40
Governmental	13.00	50.0%	0.99	242	215	2.86
Hotel/Motel	6.90	85.0%	1.03	374	332	2.68
TOTALS				159,790	141,893	

⁵ Town of Cutler Bay, FY08-09 Adopted Budget, page 46. This is down from \$675,287 in the prior year.

Table III-13 applies the cost per unit of traffic shown in Table III-4 to the travel per unit of land use shown in Table III-12. This is the net cost of roads for development within Cutler Bay.

**Table III-13
ROAD COST PER UNIT OF LAND USE
TOWN OF CUTLER BAY**

Residential	Trip Rate	% New Trips	Relative Trip Length	VMT	VMT Adjusted	VMT per Unit	Cost per FT²
Dwelling Units	8.86	100.0%	1.00	66,306	58,879		
Floor Area in 1k FT ²	5.12	100.0%	1.00	66,306	58,879	2.27	\$0.13
Non-Residential Floor Area in Thousands of Square Feet							
Commercial	42.94	50.0%	0.75	21,714	19,282	7.16	\$0.42
Office	11.01	60.0%	0.99	1,076	956	2.91	\$0.17
Industrial	5.25	70.0%	0.99	20	17	1.61	\$0.09
Institutional	17.57	50.0%	0.87	4,126	3,664	3.40	\$0.20
Governmental	13.00	50.0%	0.99	242	215	2.86	\$0.17
Hotel/Motel	6.90	85.0%	1.03	374	332	2.68	\$0.16
TOTALS				159,790	141,893		

IV. PARKS

Table IV-1 presents the inventory of Cutler Bay parks and recreation areas and calculates the existing level of service. The existing level of service is 0.79 acres of active park area per 1,000 population. The new park area to be added is the 8 acres of Lakes by the Bay Park, which are expected to be provided by Miami-Dade County at no cost to the Town.

**Table IV-1
PARK LAND INVENTORY AND COSTS
TOWN OF CUTLER BAY**

PARK OR RECREATIONAL FACILITY	Acres or Value	
	Acres	Value
PARK LAND		
Bel Aire Park Parcel	5.29	\$184,346
Cutler Ridge Park Parcel	10.88	\$1,458,000
Cutler Ridge Park Parcel		\$1,200,000
Cutler Ridge Park Parcel		\$607,138
Franjo Park Parcel	5.27	\$1,500,000
Franjo Park Parcel		\$185,236
Saga Bay Park Parcel	5.00	\$102,366
Saga Lake Park Parcel	5.00	\$100,000
Whispering Pines Park Parcel	1.37	\$524,005
Lincoln City Park	0.60	\$180,000
Lakes by the Bay Park	Not Included	Not Included
Misc Parcels (6)	Not Included	Not Included
Total Value		\$6,041,091
Total Area	33.41	Acres
Population Served		42,481
Level of Service	0.79	per 1,000
Adopted Level of Service	1.20	per 1,000
Used for Impact Fees	0.79	per 1,000

SOURCE: Town of Cutler Bay, January 2009, and American Appraisal, September 30, 2008.

Table IV-2 shows the improvements and facilities provided in each park together with the value of those existing improvements or facilities. The total value of all existing parks as of 2009 is \$10,630,148.

**Table IV-2
PARK INVENTORY AND COSTS
TOWN OF CUTLER BAY**

PARK IMPROVEMENTS	VALUE
Bel Aire Park	\$183,107
Cutler Ridge Park	\$938,189
Franjo Park	\$343,717
Saga Bay Park	\$162,461
Saga Lake Park	\$25,761
Whispering Pines Park	\$98,459
Total Land Improvements	\$1,751,694
PARK BUILDINGS	
Bel Aire Park:	
Concession stand	\$214,000
Cutler Ridge Park:	
Recreation Center	\$1,483,000
Clubhouse	\$196,000
Pool Building	\$427,000
Franjo Park:	
Office/Concession	\$322,000
Storage	\$64,000
Whispering Pines Park:	
Picnic Pavilion	\$12,000
Total Park Buildings	\$2,718,000
OTHER	
Computers & Associated Equipment	\$16,676
Other Equipment	\$10,806
Building Improvements	\$71,027
Signage	\$20,854
Total Other	\$119,363
LAND	\$6,041,091
GRAND TOTAL	\$10,630,148

SOURCE: American Appraisal, April 7, 2009, and Table IV-1.

A park improvement program was adopted by the Town on February 18, 2009. The essence of this program is to add facilities and equipment to the existing parks and to develop Lincoln City Park, and Lakes by the Bay Park. The total cost of this adopted improvement program is \$16,227,226. These improvements will serve both the existing population and the population added by new development. Cutler Bay's total park system, after the improvement program, will be 41.41 acres with a total value/cost of \$28,303,949.

**Table IV-3
PARKS IMPROVEMENTS**

Existing Parks:	
Acres	33.41
Land Value	\$6,041,091
Facilities & Equipment	\$4,589,057
Total	\$10,630,148
To be Developed:	
Acres	8.00
Land Cost*	0.00
Facilities & Equipment	\$16,227,266
Total Park System:	
Acres	41.41
Land Value	\$7,487,626
Facilities & Equipment	\$20,816,323
Total	\$28,303,949
Town of Cutler Bay:	
Existing Population	42,481 (70.5%)
Growth	17,816 (29.5%)
Future - 2020	60,296 (100%)
PARK LEVEL OF SERVICE	
Existing	0.79
Future - 2020	0.69
Need for Parks by:	
Existing Population	
Acres	29.17
Land Value	\$5,275,277
Facilities & Equipment	\$11,432,639
Total	\$16,707,915
New Development	
Acres	12.24
Land Value	\$2,212,349
Facilities & Equipment	\$9,383,685
Total	\$11,596,034
Parks Provided by Existing Residents	
Acres	41.41
Land Value	\$7,487,626
Facilities & Equipment	\$4,589,057
Total Existing	\$12,076,683
Existing Deficiency	\$4,631,232

SOURCE: Urban Resource Group, Master Park Plan, Town of Cutler Bay, adopted February 18, 2009.

* Land from Miami-Dade County expected at no out of pocket cost to the Town.

The existing population of Cutler Bay is 70.5% of the projected 2020 population. It would follow that 70.5% of the 41.41 acres of parks (29.17 acres) would serve existing residents and 29.5% (12.24 acres) would serve new development. In assigning values of the parks serving existing and new residents, the land value, \$7,487,626, is divided 70.5% existing and 29.5% new. Likewise, the value of the future improvements is divided 70.5% to existing and 29.5% to new. The value of future parks serving existing residents amounts to \$16,707,915. The value of parks provided by existing residents amounts to \$12,076,683, leaving an existing deficiency of \$4,631,232. A recap of these numbers yields:

Value of Future Park System	\$28,303,949
Serving Existing Residents	\$16,707,915
Serving New Development	\$11,596,034

Total System	\$28,303,949
Incurred by Existing Population	\$12,076,683
Existing Deficiency	\$4,631,232
Cost of Growth	\$11,596,034

Table IV-4 shows the growth cost of parks and the residential development to be served by those parks. Here residential includes a portion of hotel/motel floor area. The result is a cost of \$.86 per square foot of residential floor area and \$.43 per square foot of hotel/motel floor area.

**Table IV-4
PARK COSTS OF GROWTH**

New Development Served	
Residential	
Existing Sq Ft of Floor Area	25,915,152
Future - 2020 Sq Ft of Floor Area	39,453,388
Change	13,538,235
Hotel/Motel	
Existing Sq Ft of Floor Area	61,921
Future - 2020 Sq Ft of Floor Area	87,890
Change	25,968
Total New Floor Area	13,564,204
Growth Cost for Parks	\$11,596,034
Cost per Foot of Floor Area	\$0.86

NOTE: Hotel/Motel entered at 50% to account for "business travelers."

V. PUBLIC SAFETY

Table V-1 shows the capital costs of police facilities. The same data for Fire and rescue are in Table V-2.

**Table V-1
VALUE OF POLICE CAPITAL FACILITIES
TOWN OF CUTLER BAY**

Vehicles:	No.	Cost per	Total
Marked Units	39	\$14,000	\$546,000
Unmarked Units	5	\$8,450	\$42,250
Rental Units	7	\$8,450	\$59,150
Motorcycles	3	\$10,000	\$30,000
PSA Units	2	14,000	\$28,000
Total:			\$705,400
Equipment			
Computers			\$13,901
Firearms			\$8,453
Office			\$106,018
Misc & Other			\$46,738
Communications			na
TOTAL CAPITAL FACILITIES VALUE			\$1,585,908
Population Served			42,841
Cost per Capita			\$37.02
Floor Area Protected			29,375,928
Cost per Foot of Floor Area			\$0.05

SOURCE: Town of Cutler Bay, January 2009.

The fire and rescue facilities are owned and operated by the Miami-Dade County Fire Department. Miami-Dade County has a Fire/Rescue impact fee that is not effective within the corporate limits of Cutler Bay. The calculations shown in Table V-2 would represent the gross and net costs to the Miami-Dade County Fire Department of development within Cutler Bay.

**Table V-2
VALUE OF FIRE/RESCUE CAPITAL FACILITIES
TOWN OF CUTLER BAY**

Stations	Sq Ft		Extension
Station 34	10,030		\$2,006,000
Station 55	6,400		\$1,280,000
Land			na
Vehicles	No.	Cost per	Extension
Aerials	1	\$750,000	\$750,000
Engine	1	\$550,000	\$550,000
Rescue	1	\$140,000	\$140,000
Communications			Not Available
Other Equipment			Not Available
TOTAL CAPITAL FACILITIES VALUE			\$4,726,000
Population Served			42,841
Cost per Capita			\$110.31
Floor Area Protected			30,270,724
Cost per Foot			\$0.16

SOURCE: Town of Cutler Bay, from Miami-Dade Fire Department, January 2009 and Miami-Dade County Fire Impact Fee Study, March 2005.

**Table V-3
PUBLIC SAFETY COST PER SQUARE FOOT OF DEVELOPMENT
TOWN OF CUTLER BAY**

Police Facility Costs	\$1,585,908
Floor Area Protected	30,270,724
Cost per Foot	\$0.05
Fire Facility Costs	\$4,726,000
Floor Area Protected	30,270,724
Cost per Foot	\$0.16
Total Public Safety Cost	\$6,311,908
Floor Area Protected	30,270,724
Cost per Square Foot of Floor Area	\$0.21

SOURCE: Tables V-1 and V-2.

VI. PUBLIC BUILDINGS

Table VI-1 contains the inventory of Cutler Bay public buildings. Table VI-2 the ancillary costs associated with the Town's public buildings. Table VI-3 shows the level of service, 0.24 square feet per capita, and the per capita and per foot of floor area cost.

**Table VI-1
PUBLIC BUILDINGS AREA AND VALUE
TOWN OF CUTLER BAY**

Suite	Use	Area	Annual Lease	Value
105	General Government	4,304	\$81,475	\$1,018,438
110	Planning/Building	1,240	\$23,473	\$293,413
115	Planning/Building	461	\$8,727	\$109,088
120	Planning/Building	830	\$15,712	\$196,400
125	Police	3,390	\$64,173	\$802,163
	TOTALS	10,225	\$193,560	\$2,419,500

SOURCE: Town of Cutler Bay, January 29, 2009.

Cutler Bay is currently leasing these spaces. A long term lease is an alternative way of meeting this public's need for public buildings. The annual lease payments are capitalized at 8% to arrive at the capitalized cost of those public buildings.

**Table VI-2
PUBLIC BUILDINGS EQUIPMENT, FURNISHINGS AND CONTENTS
TOWN OF CUTLER BAY**

Item	Value
Computers & Associated Equipment:	
Workstations & Associated Equipment	\$81,399
Other computer equipment	\$63,897
Other software	\$167,033
Furniture	\$179,278
Equipment	\$183,976
Leasehold Improvements	\$73,435
Signage	\$54,047
Lee Equipment Assigned to Police	(\$250,176)
Total	\$552,888

SOURCE: American Appraisal, April 7, 2009.

The building and ancillary costs are aggregated in Table VI-3 and unit costs calculated. The result is a public building cost of \$10 per 1,000 square feet of heated or air conditioned floor area. This rate would apply equally to residential and non-residential floor space.

**Table VI-3
PUBLIC BUILDINGS LEVEL OF SERVICE AND COST
TOWN OF CUTLER BAY**

Building Area	10,231
Population Served	42,481
FT ² per Capita	0.24
Building Value	\$2,419,500
Contents & Equipment	\$552,888
Total	\$2,972,388
Value per FT ²	\$290.53
Outstanding Debt	\$0.00
Net Value	\$2,972,388
Population Served	42,481
Value per Capita	\$69.97
Floor Area Served	30,222,374
Building Value per Foot of Floor Area Served	\$0.10

VII. SUMMARY

Table VII-1 summarizes the net costs determined above. These figures represent pro rata shares of reasonably anticipated costs of expansion to meet the needs of new development in Cutler Bay.

**TABLE VII-1
FACILITY COSTS PER SQUARE FOOT OF FLOOR AREA
TOWN ON CUTLER BAY**

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Residential per FT ²	\$0.13	\$0.05	\$0.16	\$0.10	\$0.86	\$1.30
Non-Residential per FT ²						
Commercial	\$0.42	\$0.05	\$0.16	\$0.10	\$0.00	\$0.73
Office	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Industrial	\$0.09	\$0.05	\$0.16	\$0.10	\$0.00	\$0.40
Institutional	\$0.20	\$0.05	\$0.16	\$0.10	\$0.00	\$0.51
Governmental	\$0.17	\$0.05	\$0.16	\$0.10	\$0.00	\$0.48
Hotel/Motel	\$0.16	\$0.05	\$0.16	\$0.10	\$0.43	\$0.90

Tables VII-2 through VII-4 present some comparative impact fee data.

**TABLE VII-2
COMPARATIVE IMPACT FEES FOR A SINGLE FAMILY HOME**

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Cutler Bay	\$260	\$100	\$320	\$200	\$1,720	\$2,600
Miami-Dade County	\$1,307	\$482	\$370	no fee	\$2,424	\$4,582
Florida Average	\$3,628	\$379	\$394	\$493	\$852	\$5,745
Miami	no fee	\$164	\$704	\$413	\$6,818	\$8,099
Homestead	no fee	\$940	no fee	\$200	\$4,340	\$5,480
North Miami	\$280	\$635	no fee	\$1,306	\$8,391	\$10,332

NOTE: The size of home used is 2,000 square feet of heated or air conditioned space.

**TABLE VII-3
COMPARATIVE IMPACT FEES FOR A 75,000 FT² GENERAL OFFICE**

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Cutler Bay	\$12,750	\$3,750	\$12,000	\$7,500	\$0	\$36,000
Miami-Dade County	\$165,450	\$25,095	\$22,020	no fee	\$0	\$212,565
Florida Average	\$293,550	\$18,975	\$19,875	\$25,875	\$0	\$358,275
Miami	no fee	\$15,450	\$25,200	\$10,500	\$0	\$51,150
Homestead	no fee	\$28,500	no fee	\$7,500	\$0	\$36,000

**TABLE VII-4
COMPARATIVE IMPACT FEES FOR A 75,000 FT² GENERAL RETAIL STORE**

	Roads	Police	Fire/ Rescue	Public Buildings	Parks	Total
Cutler Bay	\$31,500	\$3,750	\$12,000	\$7,500	\$0	\$54,750
Miami-Dade County	\$98,775	\$25,095	\$29,640	no fee	\$0	\$153,510
Florida Average	\$459,525	\$32,550	\$28,500	\$46,125	\$0	\$566,700
Miami	no fee	\$45,675	\$17,025	\$7,125	\$0	\$69,825
Homestead	no fee	\$28,500	no fee	\$7,500	\$0	\$36,000

TAB 10

ORDINANCE NO. 09-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 6, 2006 the Town Council of the Town of Cutler Bay (the “Town”) adopted Town Ordinance 06-22 which created the Town’s purchasing regulations; and

WHEREAS, included in Town Ordinance 06-22 were provisions that dealt with the disposition of surplus property; and

WHEREAS, the Town Council desires to amend Town Ordinance 06-22 to include streamlined provisions for the disposition of surplus property which is valued at less than \$5000.00 in order to allow for the more expedient and cost-effective liquidation of those lower-valued items; 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 AS FOLLOWS¹:

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Ordinance 06-22² of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Section 7 of Ordinance 06-22 of the Town Code of Ordinances as follows:

VIII. Surplus property.

Any property owned by the Town which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, or which item or property whose disposal may enhance the public health safety or welfare, may be disposed of in accordance with

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

² 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.

procedures established by the Town Manager, so long as the property has been declared surplus by a resolution of the Town Council. All property meeting the criteria of this section but valued at under \$5,000.00 may be disposed of by the Town Manager without a Town Council resolution.

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 23rd day of September, 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 _____